



Certified: --

**E-131-22**

Filed with the Clerk of the Nassau County  
Legislature on November 18, 2022  
9:26am

**NIFS ID: CLSS22000015**

Capital:

Contract ID #: CQSS17000034

NIFS Entry Date: 10/26/2022

**Department: Social Services**

Service: Imaging Services

Term: from 07/01/2022 to 06/30/2027

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: <b>New York State Industries for the Disabled, Inc.</b> DBA: <b>NYSID</b>	ID#: <b>132841179</b>
Main Address: <b>11 Columbia Circle Drive Albany, NY 12203</b>	
Main Contact: <b>Meredith Hartman</b>	
Main Phone: <b>(518) 694-0294</b>	

Department:
Contact Name: <b>Reena Carnevale</b>
Address: <b>60 Charles Lindbergh Blvd. Uniondale, NY 11553</b>
Phone: <b>(516) 227-8833</b>
Email: <b>reena.carnevale@hhsnassaucountyny.us,oanne.Oweis@hhsnassaucountyny.us</b>

## Contract Summary

**Purpose:** 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). This amendment is to exercise the option to renew the agreement for an additional five-year term and incorporate the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR).

**Method of Procurement:** 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.

**Procurement History:** We have been using this vendor since 2017. Prior to utilizing this Preferred Source Vendor, the services were supplied pursuant to a Blanket Purchase Order by a different vendor. In 2016 an RFP was issued but was withdrawn in response to the proposal of NYSID in accordance with the preferred source requirements.

**Description of General Provisions:** 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 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.

**Impact on Funding / Price Analysis:** Federal 45% State 20% County 35%

**Change in Contract from Prior Procurement:** No change

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	SSGEN1000	DE500	SSGEN1000 DE500	16	\$1,190,595.00
						TOTAL	\$1,190,595.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$416,708.00
		Federal	\$535,768.00
Renewal		State	\$238,119.00
% Increase		Capital	\$0.00
% Decrease		Other	\$0.00
		Total	\$1,190,595.00

## Routing Slip

Department			
NIFS Entry	Reena Carnevale	11/01/2022 10:37AM	Approved
NIFS Final Approval	Nancy Nunziata	11/01/2022 11:56AM	Approved
Final Approval	Nancy Nunziata	11/01/2022 11:56AM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	11/03/2022 09:56AM	Approved
RE & Insurance Verification	Andrew Amato	11/01/2022 01:15PM	Approved
NIFS Approval	Mary Nori	11/04/2022 04:46PM	Approved
Final Approval	Mary Nori	11/04/2022 04:46PM	Approved
OMB			
NIFS Approval	Irina Sedighi	11/03/2022 04:12PM	Approved
NIFA Approval	Irfan Qureshi	11/04/2022 09:23AM	Approved
Final Approval	Irfan Qureshi	11/04/2022 09:23AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	11/07/2022 03:37PM	Approved
DCE Compliance Approval	Robert Cleary	11/14/2022 01:16PM	Approved
Vertical DCE Approval	Anissa Moore	11/14/2022 04:44PM	Approved
Final Approval	Anissa Moore	11/14/2022 04:44PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/17/2022 05:35PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2022

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

WHEREAS, the County negotiated an amendment to a personal services agreement with New York State Industries for the Disabled to provide, among other things, imaging and quality assurance services and imaging and electronic document depository services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with New York State Industries for the Disabled.

## AMENDMENT NO. I

This AMENDMENT, dated as of July 1, 2022, (together with the exhibit hereto, this "Amendment"), 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").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS17000034 between the County and the Contractor, executed on behalf of the County on July 20, 2017, the Contractor provides document imaging services to the Department, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from July 1, 2017 through June 30, 2022 with the option to renew for an additional 5 year term, subject to sooner termination in accordance with this Agreement (the "Original Term"); and

WHEREAS; the County and the Contractor desire to renew and amend certain terms of the Original Agreement;

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended for five years so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2027.
2. I/EDR/Services. The Services provisions shall be amended to incorporate the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR):
  - a. *Definitions*. The Definitions contained in Paragraph 2(b) of the Original Agreement shall be amended as follows
    - (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 the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR) 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) or the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR).
- b. *Appendices.* The Appendix A and Appendix F of the Original Agreement shall be amended and replaced by the Appendix A and Appendix F attached hereto (the "Amended Appendices") to incorporate the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR).
- 3. Rates. The Exhibit A (rate sheet) of the Original Agreement shall be amended and replaced by the Exhibit A attached hereto (the "Amended Exhibit A") to include the New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR) image rate.
- 4. Compliance with Law. Paragraph 6. Compliance with Law of the Original Agreement shall be amended to add the following:
  - e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
  - f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement.

The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

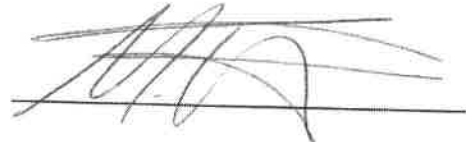
- g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
- i. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - ii. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - iii. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - iv. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - v. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - vi. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

NEW YORK STATE INDUSTRIES FOR THE  
DISABLED (NYSID)

By:



Name:

MEREDITH HARTMAN

Title:

VP CONTRACT ADMINISTRATION

Date:

10/19/22

NASSAU COUNTY

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

County Executive



Deputy County Executive

Date:

\_\_\_\_\_

EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF Albany )

On the 19th day of October in the year 2022 before me personally came Meredith Hartman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Saratoga; that he or she is the Vice President Contract Administration of New York State Industries for the Disabled, 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

NOREEN A CRONIN  
Notary Public, State of New York  
No. 01CR6255449  
Qualified in Greene County  
Commission Expires February 6, 2024

**APPENDIX A**  
**(Amendment I)**  
**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 65,000 to 75,000 documents per week pass through the scanning process (a document can be one or two-sided). Nassau County DSS expects the document annual volume to break down as follows:

GCI- 750,00 estimated annual images

I/EDR – 3,000,000 estimated annual 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 systems (General Client Inquiry (GCI) or New York State Office of Temporary Disability Assistance Imaging and Electronic Document Repository (I/EDR)). 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:

Document Preppers (Pre & Post Prep)

Document Scan Operators

Data Entry/Doc Classifying (Indexing)

Project Manager

Project Assistant

IT Director

Project Supervisor

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 employs 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 60,000 to 75,000 documents per week pass through the scanning process (a document can be one or two-sided). Nassau County DSS expects the document annual volume to break down as follows:

GCI- 750,00 estimated annual images

I/EDR – 3,000,000 estimated annual images

This is an average value; the actual number of images scanned fluctuates. The vendor must have the flexibility to address workload fluctuations.

The current environment includes approximately 1,500 distinct documents grouped into 46 document types for the local system GCI and NYS Imaging System (I/EDR) with 28 types with 60 additional subtypes currently. NYS Imaging System (I/EDR) may add new types/subtypes in the future. 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. 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. Also, for select documents, vendor will upload documents to the I/EDR platform.

### 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: Documents that are loaded to the I/EDR platform must have additional levels of Document Identification performed as prescribed by the Department.
- 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, 2021, the Living Wage is \$17.57 an hour or \$15.20 with health benefits. This rate will stay in effect until July 31, 2022, 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**  
**(Amendment I)**  
**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 a 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 (GCI) document types or NYS Imaging System (I/EDR) with 28 types with 60 additional subtypes depending on image being indexed.

#### Quality Control Steps

- Verify that the correct two digit document classification code (GCI) or three digit NYS Imaging System (I/EDR) 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 II 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.

**EXHIBIT A**  
(Amendment I)

**RATE SCHEDULE**  
**NEW YORK STATE INDUSTRIES FOR THE DISABLED (NYSID)**  
July 1, 2022 – June 30, 2027

\$ .1852 per Image (GCI)  
\$ .275 per Image (IEDR)



## Nassau County Interim Finance Authority

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

**1. Vendor: New York State Industries for the Disabled, Inc.**

**2. Amount requiring NIFA approval: \$1,190,595.00**

**Amount to be encumbered: \$1,190,595.00**

Slip Type: Amendment

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: 07/01/2022 to 06/30/2027**

Has work or services on this contract commenced? Yes

If yes, please explain: We are mandated to provide these services

**4. Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	45	
State %	20	
County %	35	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

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)

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

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



## AUTHORIZATION

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

IQURESHI

11/04/2022

---

**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.**

Elaine Phillips  
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 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 July 20, 2017 [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 an RFP was withdrawn in response to receipt of NYSID proposal in accordance with NYS preferred source requirements. NYSID is a NYS OGS preferred source vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
10/31/22  
\_\_\_\_\_  
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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:  
Meredith Hartman [MHARTMAN@NYSID.ORG]

Dated: 08/24/2022 11:10:32 am

Vendor: New York State Industries for the Disabled  
(NYSID)

Title: Vice President, Contract Administration

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.

1. Principal Name: Meredith Hartman

Date of birth: [REDACTED]

Home address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: [REDACTED]

Business Address: 11 Columbia Circle Drive

City: Waterford State/Province/Territory: NY Zip/Postal Code: 12188

Country: US

Telephone: 5183123919

Other present address(es):

City: Waterford State/Province/Territory: NY Zip/Postal Code: 12188

Country: US

Telephone: 5183123919

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	10/19/2018		
(Other)			

\_\_\_\_\_

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

- 9.

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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



I, Meredith Hartman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Meredith Hartman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

NYSID

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Name of submitting business

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

Meredith Hartman MHARTMAN@NYSID.ORG

---

Vice President Contract Administration

---

Title

11/14/2022 03:58:53 pm

---

Date

### **Business History Form**

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

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

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

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

Date: 08/24/2022

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

City: Albany State/Province/  
Territory: NY Zip/Postal  
Code: 12203

Country: US

3) Mailing Address (if different): No

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

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

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

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

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

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

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

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

YES [ ] NO [X] If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Please see attached

2 File(s) uploaded: NYSID Conflict of Interest Policy\_FINAL\_Oct\_2021.pdf, nysid conflict of interest policy.pdf

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

06/03/1975

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

NONE. We are a non-profit corporation

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

1 File(s) uploaded: NYSID Board-Contact Sheet 2022.xlsx

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

73

- vi) Annual revenue of firm;

9123542

- vii) Summary of relevant accomplishments

See Attached NYSID Annual Report

1 File(s) uploaded: NYSID\_2021-AnnReport-439666.pdf

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

1 File(s) uploaded: Designation Agreement - executed version.pdf

- B. Indicate number of years in business.

47

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

reliability to perform these services.

See attached NYSID Annual Report

1 File(s) uploaded: NYSID\_2021-AnnReport-439666.pdf

- 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 Pantigo Road		
City	East Hampton, NY	State/Province/Territory	NY
Country	US		
Telephone	(631) 432-4183		
Fax #			
E-Mail Address	jcarroza@ehampton.gov		

Company	Village of Lynbrook		
Contact Person	Brian Stanton		
Address	1 Columbus Drive		
City	Lynbrook	State/Province/Territory	NY
Country	US		
Telephone	(516) 599-8828		
Fax #			
E-Mail Address	bstanton@lynbrookvillage.com		

Company	Village of Rockville Centre		
Contact Person	Francis Keating		
Address	P.O. Box 950		
City	Rockville Centre	State/Province/Territory	NY
Country	US		
Telephone	(516) 678-9366		
Fax #			
E-Mail Address	fkeating@rocny.us		

I, Meredith Hartman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Meredith Hartman , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: New York State Industries for the Disabled, Inc

Electronically signed and certified at the date and time indicated by:  
Meredith Hartman MHARTMAN@NYSID.ORG

Vice President Contract Administration  
Title

11/14/2022  
Date

## **ATTACHMENT "A"**

### **CONFLICT OF INTEREST POLICY**

#### **Background**

The New York State Industries for the Disabled, Inc. ("NYSID") is a federally tax-exempt organization subject to the requirements of Internal Revenue Code ("Code") Section 4958 and the Treasury regulations thereunder with respect to various dealings with disqualified persons. It is also subject to the New York Not-for-Profit Corporation Law with respect to its governance, including its procedures for handling conflicts of interest and related party transactions, in addition to case law and common law that deals with these concerns. This Policy is intended to help NYSID to comply with these various federal and state law requirements.

The Corporation adheres to the highest standards of ethical conduct in governance and operations to ensure that board of directors, officers, staff, volunteers, and/or consultants do not have or give the appearance of having Conflicts of Interest and do not use their relationship with the organization for impermissible private benefit. An appearance of a Conflict of Interest exists when a reasonable person would conclude that a decision is being made based on personal interests rather than in the best interests of the Corporation.

The Corporation has adopted this Conflict of Interest Policy (this "Policy") to identify and limit the effect of any possible conflict between the personal interests of directors and officers and the interest of the Corporation. The purpose of this Policy is to ensure that decisions about corporate operations and the use and dispositions of corporate assets are made solely in terms of benefits to the Corporation and are not influenced by any private profit or other personal benefit to the individuals affiliated with the Corporation who take part in the decision.

#### **Administration**

The Conflicts and Ethics Committee (the "Committee") shall adopt, oversee and administer this Policy. The Committee shall review this Policy periodically to ensure compliance with applicable state and federal laws. Questions arising under this Policy should be forwarded to NYSID's Vice President, Compliance (the "Compliance Officer").

#### **Definitions**

A "Related Party" is defined as the following:

- (a) Any individual who currently serves as:
  - (i) a voting member of the Board of Directors of the Corporation or any Affiliate of the Corporation;
  - (ii) an officer of the Corporation or any Affiliate of the Corporation;
  - (iii) a Key Person of the Corporation or any Affiliate of the Corporation; or



- (iv) any other person who exercises the powers of directors, officers or Key Persons over the affairs of the Corporation or any Affiliate of the Corporation.
- (b) Any Relative of those persons listed in (a) 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 or domestic partners of brothers, sisters, children, grandchildren, and great-grandchildren.
- (c) Any entity in which an individual listed in (a) or (b) 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 Person" includes any person, *other than a director or officer*, whether or not an employee of the Corporation, who:

- (a) has responsibilities, or exercises powers or influence over the Corporation as a whole similar to the responsibilities, powers, or influence of directors and officers;
- (b) manages the Corporation or a segment of the Corporation that represents a substantial portion of the activities, assets, income, or expenses of the Corporation, which for these purposes shall be *ten percent (10%)*; or <sup>1</sup>
- (c) alone or with others controls or determines a substantial portion of the Corporation's capital expenditures or operating budget, which for these purposes shall be *ten percent (10%)*.

"Affiliate" is any entity controlled by, or in control of, the Corporation.

A "Related Party Transaction" is any transaction, agreement, or other arrangement in which a Related Party has a financial interest and in which the Corporation or any Affiliate of the Corporation is a participant.

The following shall not be considered a Related Party Transaction:

- *A transaction that is de minimis, including: a single transaction that does not exceed \$\_\_\_\_; or multiple transactions with a single third-party within a \_\_\_\_ month period that do not exceed this threshold.*<sup>2</sup>

<sup>1</sup> "Substantial" is not defined under the N-PCL. The Corporation needs to consider what is "substantial" for its operations. Threshold listed is suggestion only.

<sup>2</sup> The organization needs to consider where to set this threshold with respect to what is a *de minimis* standard. Depending on the context, *de minimis* can mean (a) a level of risk that is too small to be concerned with; (b) situations of low audit risk; or (c) a percentage of revenues or of a transaction (e.g., Internal Revenue Code uses a *de minimis* threshold of .25% for certain bond transactions).

- A transaction that is not subject to approval by the Board of Directors pursuant to the Corporation's Contract Approval Policy ***/OR*** A transaction that would not customarily be reviewed by the Board of Directors or boards of similar organizations in the ordinary course of business and is available to other on the same or similar terms./
- A benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation serves as part of its *[charitable]* activities, and which benefit is available to all similarly situated members of the same class on the same terms.

A "Conflict of Interest" is any transaction that is not a Related Party Transaction, but involves a transaction that could be perceived or interpreted to be in conflict with the Corporation's interest.

### **Annual Disclosure Statements**

- Duty to Complete Questionnaire. Each director shall complete a conflict of interest questionnaire prior to becoming a director and annually thereafter. Each officer or Key Person shall complete a conflict of interest questionnaire when assuming the relevant position and annually thereafter. The questionnaire shall be in the form approved by the Committee.<sup>3</sup>
- Duty to Update Information. Each director, officer, or Key Person shall promptly advise the Secretary or designated compliance officer of any changes to the information provided in that individual's last completed conflict of interest questionnaire.

If during the course of a Board of Directors or any committee meeting, discussion, or deliberation a participant believes an actual or potential Conflict of Interest or Related Party Transaction may exist, the participant should raise the issue and disclose such information as the participant is aware so that the Board of Directors or committee may review and refer the matter for additional action if required by this Policy. In all cases, any disclosure should be documented in meeting minutes or other corporate records.

The Secretary or designated compliance officer will ensure that all individuals required to complete an annual disclosure statement do so in accordance with this Policy. If any individual fails to comply with the Policy's disclosure requirements, the Secretary or designated compliance officer will report such failure to the Committee, which shall recommend appropriate corrective action.

<sup>3</sup> Note that Code Section 4958 includes a 5-year look back for directors, officers, and other disqualified persons for purposes of excess benefit transactions. Requesting disclosures from these individuals is not required under the N-PCL or the Code, but the organization should consider maintaining the most recent disclosures from these individuals for this 5-year period.

## **Disclosures and List of Related Parties.**

All information in completed questionnaires or subsequent disclosures shall be compiled and reported by management to the Committee.

A list of individuals and organizations identified as Related Parties through the annual disclosure process (the "Related Party List") shall be assembled and provided to employees of the Corporation or other individuals who have authority to sign contracts, enter into transactions, or sign checks on behalf of the Corporation. Such individuals shall be responsible for reviewing the Related Party List before entering into a transaction or signing a check to confirm whether it is a potential Related Party Transaction.

## **Review Process for Related Party Transactions**

Once a Related Party Transaction is identified, a Related Party Transaction Review Request (attached to this Policy) is completed and submitted to the Secretary or designated compliance officer who will then call a meeting of the Committee to review the Related Party Transaction before it is entered into by the Corporation. The review required by this Policy shall be in addition to, and not in place of, the review process the Corporation would normally use to approve the transaction.

The Committee must review and approve the proposed Related Party Transaction before the Corporation enters into the transaction. Specifically, the Committee must confirm that the transaction is fair, reasonable and in the Corporation's best interests.

Any member of the Committee who has an interest in the transaction (either directly, through a Relative or an organization in which a director or a Relative has a Controlling Interest) shall not participate in the vote, nor may the individual be present during voting or deliberations. During the review process, the Committee should review information from other providers (e.g. quote, proposals, etc.) to the extent they are available.<sup>4</sup>

The Committee shall also document its decision and deliberations in the meeting minutes.

## **Review Process for Conflicts of Interest**

A potential Conflict of Interest should be disclosed as it arises for consideration by the Board of Directors, a committee or individuals reviewing the matter. If a potential Conflict of Interest is disclosed at a Board or committee meeting, the Board or committee shall review and determine whether an actual Conflict of Interest exists making sure to adequately document its decision and deliberations.

<sup>4</sup> This is required for any Related Party Transaction in which a Related Party has a substantial financial interest. For this purpose, "Related Party Transaction" shall mean any transaction (a) directly between the Corporation and the Related Party; or (b) between the Corporation and an entity in which the Related Party has a controlling interest as defined in paragraph (c) under the Related Party definition above.

Any individual with an interest in the transaction may not participate in the vote, nor be present during voting or deliberations on the matter.

If a potential Conflict of Interest is identified by the Corporation, information regarding the potential conflict shall be provided to the designated compliance officer for a determination regarding whether an actual Conflict of Interest exists. If a Conflict of Interest exists, the designated compliance officer shall ensure that proper documentation is maintained to confirm that the transaction is fair and reasonable to the Corporation. Any individual with an interest (either directly, through a Relative or an organization in which the director or a Relative as a Controlling Interest) may not participate in the approval of the transaction.

### **Quorum and Voting**

Directors or committee members who must leave a meeting due to a Conflict of Interest or Related Party Transaction shall be deemed present for voting purposes regardless of whether the individual returns to the meeting.<sup>5</sup>

### **Employee Conflicts of Interest**

All employees should deal with vendors without any appearance of favor or preference based on personal considerations. Employees must, at all times, exercise their best skill, care and judgment for the benefit of the Corporation and must refrain from being influenced by personal considerations of any kind in the performance of their duties. Whenever a Conflict of Interest—or even a *possible* Conflict of Interest—exists, it must be fully disclosed and the employee involved may then be required to refrain from participating in the consideration or determination of any transaction with the vendor.

Specifically, an employee of the Corporation with a potential Conflict of Interest in a particular matter shall promptly and fully disclose the potential conflict to his or her supervisor who shall then disclose the matter to the President or designated compliance officer. The President or designated compliance officer shall be responsible for determining the proper way for the Corporation to handle decisions which involve employee Conflicts of Interest. In making such determinations, the President or designated compliance officer may consult with legal counsel.

The President or designated compliance officer shall report to the Committee at least annually concerning employee Conflicts of Interest that have been disclosed and contracts and transactions involving employee conflicts that the President or designated compliance officer has approved.

### **Compensation Decisions**

A compensation decision for a Related Party is a Related Party Transaction. All recommendations for such matters shall be referred to the Committee for review in accordance with this Policy once a recommendation is made by the Compensation Committee.

The Related Party shall not participate in the deliberations or voting on any matter relating to compensation such individual receives in any context (except expense reimbursement). Such

<sup>5</sup> This will essentially count as a "no" vote by the individual who is recused from voting.

individual may provide information to the Compensation Committee or Committee reviewing the compensation decision.

All compensation will be measured against an appropriate recognized survey or surveys for compensation (if applicable) of corresponding rank, position, and/or specialty in the same or a *comparable* geographic area as that of the Corporation. There shall be sufficient and adequate documentation to support the reasonableness and appropriateness of all compensation decisions. All deliberations regarding compensation of a Related Party shall be documented in the minutes of the Compensation Committee and the Committee.

### **Violations of Conflict of Interest Policy**

If the Committee determines that an individual has failed to comply with the policies and directives set forth in this Policy, it shall recommend or take appropriate corrective action.

## RELATED PARTY TRANSACTION REVIEW REQUEST

**Purpose:** The purpose of this form is to provide sufficient information to the Board of Directors of \_\_\_\_\_ (the "Corporation") so that the Board of Directors may review certain transactions ("Related Party Transactions") as required by the New York Not-for-Profit Corporation Law and the Corporation's Conflict of Interest Policy.

**Instructions:** A staff member should complete this form when a Related Party Transaction is identified. Staff members should attach sufficient information to permit the Board of Directors to determine whether such transaction is fair and reasonable and in the Corporation's best interests. Once completed, the staff member should submit this form along with any attachments to the Secretary or designated compliance officer for the Board of Directors consideration.

**Describe the transaction, agreement or other arrangement and how it will benefit the Corporation.**

**List all Related Parties involved in the transaction and why they are considered a Related Party.**

**Describe the Related Party's interest in the transaction and, if applicable, how that interest is deemed "substantial."<sup>6</sup>**

**Describe how the Corporation or an affiliate is involved.**

**Describe generally the terms of the transaction and the amount(s) the Corporation will pay or be paid.**

**Describe any alternate transactions (to the extent available) and why the alternative transactions are not more favorable to the Corporation.\***

\* Alternate transactions are required where the Related Party has a substantial financial interest in the transaction. If in doubt, please include alternate transaction information.

<sup>6</sup> For this purpose, "substantial" shall mean any transaction (a) directly between the Corporation and the Related Party; or (b) between the Corporation and an entity in which the Related Party has a controlling interest as defined in paragraph (c) under the Related Party definition above

**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 is 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 Parties.

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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.

## NYSID 2021-2022 Officers and Directors

### OFFICERS

#### CHAIR

Stanfort Perry  
[sperry@ahrc.org](mailto:sperry@ahrc.org)  
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 AHRC Nassau  
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 asst: Linda Rosen ext. 1105  
[lirosen@ahrc.org](mailto:lirosen@ahrc.org)

#### VICE CHAIR

Patrick Bardsley  
[patrick@spectrumdesigns.org](mailto:patrick@spectrumdesigns.org)  
 phone: 516-767-7187  
 Spectrum Designs Foundation  
 382 Main Street  
 Port Washington, NY 11050

#### SECRETARY

Douglas DiGesare  
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 Erie County ARC  
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#### TREASURER

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 Seneca-Cayuga ARC  
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 Waterloo, NY 13165

#### PRESIDENT & CEO

Maureen O'Brien  
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#### PAST CHAIR

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 Arc Herkimer  
 350 South Washington St.  
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 asst: Jackie Lewis  
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### BOARD OF DIRECTORS

#### Class of 2022

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#### Class of 2023

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#### Class of 2024

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 Jawonio, Inc.  
 260 North Little Tor Rd.  
 New City, NY 10956



NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

Est. 1975

Designated Facilitator of New York's Preferred Source Program for Individuals with Disabilities.

2021  
ANNUAL  
REPORT

THE **POWER**  
OF **PARTNERSHIP**





Pictured Left

## David Traver

Custodial Supervisor  
Gateway Hudson Valley

David received NYSID's highest people-centered award for 2021, in recognition of his incredible growth from a mental health disability to an independent life in his community. He is a supervisor on NYSID janitorial contracts, a role model to his peers and a true example of the stabilizing impact of meaningful employment.

// *"I am not disabled. I am just in a place that enhances my disability by making me capable."*

On the Cover

## Isiah Jamison

Production Worker  
The Arc Allegany-Steuben

Isiah also received NYSID's highest people-centered award for 2021, in recognition of his many contributions toward creating custom apparel for state and local government agencies. In doing so, he demonstrates attention to detail and teamwork daily.

// *"If I didn't have this job, I would have a very difficult time paying for my living expenses."*

See page 10 to read about the 2021 Joslin Awards Program

### **NYSID'S MISSION:**

Advancing employment and other opportunities for individuals with disabilities.





NYSID has been a force for empowering New Yorkers with disabilities to realize their employment dreams over changing times.

Through the tenacity and hard work of the NYSID team, led by President & CEO Maureen O'Brien, we forged ahead through another challeng-

ing year to ensure that employment of individuals with disabilities was the 2021 top priority.

A strong membership is the link between competitive, well-paying jobs and the outreach and supports needed by our incredible workforces who keep New York's economy moving forward even during the continued COVID pandemic.

The strength of our membership in taking existing collaborations and capabilities to new levels will power us into next phases.

We are proud to substantiate this through the findings of the latest Rockefeller Institute economic impact report on the fiscal and societal benefits of NYSID and the New York Alliance for Inclusion & Innovation provider agencies. (See page 3.)

The individuals who look to NYSID for opportunities for employment success deserve nothing less than our full commitment to creating a positive, lasting impact.

*Stanfort J. Perry*  
Stanfort J. Perry  
Chair



We grow employment for individuals with disabilities when all of us take responsibility for advancing opportunities through NYSID. In order to do our best work in Fiscal Year 2021, we forged partnerships to lead our membership in new directions.

These collaborations included aligning our commodities business management efforts with a recognized industry leader, Hill & Markes, to potentially expand Member Agencies' products into new markets and strengthen our bottom line.

We are delighted that Hill & Markes has also committed to hiring individuals with disabilities within its workforce.

We supported advocacy by legislators and our membership to increase funding for direct support staff wages and workforce development. This will help mitigate staffing obstacles that have strained disability provider agencies, made worse by the pandemic.

We helped to prioritize vaccines for individuals with disabilities and their support staff, getting people back to earning paychecks and being included in their communities.

Going forward, I firmly believe that job creation can only truly advance by updating NYSID's founding legislation from 50 years ago to reflect today's more inclusive world of work.

The original NYSID legislation was premised on the production of goods within hundreds of sites around the state where individuals with disabilities once worked. Fifty years later, more and more Member Agencies and Corporate Partners are integrated businesses, where workers with disabilities thrive individually and financially. Modernized legislation, including adjusting the labor ratios, will help support our membership's transition to more competitive integrated employment.

I am grateful to all of NYSID's stakeholders for their sharp focus on positive collaborations and outcomes. The world of disability employment must continue to evolve, and we will continue to engage our best efforts in making rewarding employment more attainable for all.

*Maureen E. O'Brien*  
Maureen E. O'Brien  
President & CEO

## OUR CORE VALUES



**DILIGENCE**



**INTEGRITY**



**COLLABORATION**



**INNOVATION**



**PARTNERSHIPS**

## THE POWER OF PARTNERSHIP *persevered through a full fiscal year of COVID-19 challenges.*

NYSID is grateful to its membership, customers and supporters for choosing to partner with us so that thousands of individuals with disabilities earned paychecks and new opportunities shaped the employment future.

While the pandemic continued its disproportionate effect on disability service providers, NYSID and its partners continued to reinforce its mission:

- More than **4,400 individuals with disabilities** were employed on over 3,000 NYSID products and services contracts, including 490 new opportunities. New custodial contracts helped procurement decision makers ensure the health safety of its employees and customers, while new products addressed the ongoing need for personal protection.
- Looking ahead to job growth, **NYSID Matching Grants totaling \$46,290** helped support business diversification in the form of a new laundry business at The Arc Wayne and new snow removal equipment at MOZAIIC.
- **The next phase in NYSID's warehouse and delivery efforts** kicked off through a partnership with Hill & Markes. This distribution industry expert located in Amsterdam, NY will annually fulfill more than 13,000 orders totaling 630,000 cases of Preferred Source products.
- **NYSID's new e-commerce site** introduced a more robust shopping platform, and co-branded shopping with Hill & Markes. Together, improved shopping and fulfillment will help bolster product sales that ultimately sustain jobs for hundreds of individuals with disabilities working in manufacturing settings.
- **The Training & Information Program** continued its impact virtually, supporting our membership's professional development. More than 300 membership personnel attended 26 sessions on 18 topics.
- **The Annual Meeting & Awards Presentation** returned to a live format with an audience of more than 200 from our membership and other supporters. In addition to Member Agency, Corporate Partner and Champion awards, four individuals with disabilities were recognized for going above and beyond in meeting customer expectations in challenging times. (See pages 10-15.)
- NYSID was recognized as a **Top Workplace** by the Albany Times Union among businesses and non-profits that make the Capital Region a vibrant economic community.



**Matt Addona** works on the just-launched laundry operation at The Arc Wayne using new commercial grade washers and dryers that were purchased in part by a NYSID Matching Grant.

### 2021 Employment Impact

**4,418** PEOPLE WORKING

**3,589,420** HOURS WORKED

**\$74.7 million** WAGES EARNED

**\$20.80** AVERAGE HOURLY WAGE

### 2021 Performance

**100** MEMBER AGENCY  
REHABILITATIVE ORGANIZATIONS\*

**42** CORPORATE PARTNERS

**72** MEMBER AGENCIES  
AND CORPORATE PARTNERS  
PROVIDING SERVICES

**34** MEMBER AGENCIES  
AND CORPORATE PARTNERS  
PROVIDING COMMODITIES

\*3.5% decrease from 2020 due to Member Agency mergers.

A complete list of NYSID Member Agencies is available upon request.

## PURCHASING THAT POWERS EMPLOYMENT – AND POWERS OUR STATE!

The Rockefeller Institute of Government has affirmed that employment by non-profit disability service provider agencies that are members of NYSID and the New York Alliance for Inclusion & Innovation make our communities stronger.

The 2021 report includes a breakdown of the economic impact of 10 regions where NYSID Member Agencies provide employment to individuals with disabilities. The findings clearly show that disability service providers are major local employers and generate millions in annual revenues.

Access the full report at [www.nysid.org/news](http://www.nysid.org/news).



### ROCKEFELLER REPORT BY THE NUMBERS\*

**\*2019**



**\$407.3 million**  
ECONOMIC IMPACT  
GENERATED



**5,293**  
WORKERS WITH  
A DISABILITY EMPLOYED



**\$71.4 million**  
IN WAGES FOR  
WORKERS WITH A DISABILITY



**\$250.2 million**  
IN CONTRACT VALUE



**109**  
MEMBER AGENCIES  
**38**  
CORPORATE PARTNERS

*“The Rockefeller Institute report puts hard numbers to what we’ve been saying for years – that when people with disabilities have jobs, our entire state benefits.”*

*Maureen E. O’Brien, President & CEO*



## PROCUREMENT WITH A PURPOSE:

### ADVANCING CORPORATE RESPONSIBILITY AND SUPPLIER DIVERSITY

NYSID helps private sector businesses integrate social responsibility and supplier diversity initiatives while meeting their procurement needs and making a measurable impact on the employment of individuals with disabilities.

From financial and medical institutions to commercial and non-profit businesses, private sector companies trust our membership's wide-ranging capabilities to produce and perform products and services: procuring with a purpose.

In the past year, NYSID private sector procurement provided more than \$235,000 in wages to individuals with disabilities working on these and other opportunities:

- Branded apparel for Albany Medical Center and Glens Falls Hospital
- Document imaging for Health Research, Inc.
- Printing and mail fulfillment for CAP COM Federal Credit Union
- Sports apparel and recipe book sales for Special Olympics New York
- Janitorial services for Troy Innovation Garage



**Lindsay Waxman** is the first Spectrum Designs employee in an administrative role, overseeing the necessary paperwork of apparel orders. A team player no matter where she works, Lindsay is also cross-trained to assist in the production of custom apparel.

## TEAMING UP WITH SPECIAL OLYMPICS NEW YORK

For its 50th anniversary in December 2020, Special Olympics New York (SONY) published a collection of 50 recipes from athletes, coaches, fans, celebrities, and more. The book was sold as a holiday gift, with proceeds supporting Special Olympics' programs.

SONY reached out to NYSID and Spectrum Designs for assistance with managing orders and fulfillment of recipe books through a temporary online storefront. The cover design also featured Joe Penzel from Spectrum Designs, an accomplished SONY figure skater.

Since 2014, SONY has purchased more than \$470,000 in Spectrum Designs products. This equates to 392 weeks of paid employment for individuals on the spectrum.

*"When Special Olympics New York launches a new project or partnership, NYSID and its Member Agencies are there. It's only natural to then partner to fulfill our procurement needs from this great talent pool of workers. We are proud to support one another and to be building a brighter future for people with disabilities across New York together."*

~Stacey Hengsterman, President & CEO, Special Olympics New York



2021

### Corporate Social Responsibility

9 Member Agencies – 2 Provided NYSID Services

**\$235K** IN WAGES EARNED

### Supplier Diversity

12,500 Hours of Employment

120 Purchase Orders for NYSID Products

## NYSID PRIVATE SECTOR BUSINESS CONTINUES TO GROW



Glens Falls Hospital



HEALTH RESEARCH INCORPORATED



PARSONS  
Transportation Group of NY





## PARTNERING TO IMPACT COMMUNITY

NYSID believes in partnering to support non-profits that make our communities more inclusive places in which to live.

We sponsored the 2021 Albany Symphony Orchestra's annual spring music festival, featuring musical artists with disabilities. NYSID President & CEO, Maureen O'Brien, and Center for Disability Services President & CEO, Greg Sorrentino, participated in the event's kickoff, "This Ability" virtual roundtable, with the artists, Symphony staff and a lead singer with FLAME, the Arc Lexington's musical group.

As a team, NYSID employees volunteered their time and talent to various causes pictured here. Many performed community service on their own time. NYSID is proud that our staff put in more than 300 hours toward making a difference in our communities in 2021.

More to come!



Filling backpacks for Capital Region students in need, August 2021.



Raking and trimming to beautify Saratoga National Cemetery, May 2021.



Contributing NYSID hygiene products to a United





Delivering hot meals to group homes sheltering in during the holidays, December 2020.



Staffing a Feed Albany initiative to distribute hot meals to the elderly and the homeless throughout 2020-21.



Way event on behalf of families, May 2021.



Participating in Catholic Charities' drive-up food events throughout 2020-21.



# THE POWER OF PARTNERSHIP

County/NYSID Member Agency/Corporate Partner	Hours	Jobs
<b>ALBANY</b>		
Catholic Charities of the Diocese of Albany	936	1
Green Facility Solution ▲ ~Catholic Charities of the Diocese of Albany	28,986	28
Center for Disability Services	17,399	82
Northeast Career Planning	23,375	27
Green Facility Solution ▲ ~Northeast Career Planning	36,413	39
SecureScan, LLC. ~Northeast Career Planning	61,331	84
Rehabilitation Support Services	106,513	151
Action Window Cleaning, Inc. ● ~Rehabilitation Support Services	309	5
Image Data, Inc. ~Rehabilitation Support Services	6,722	12
Janitronics, Inc. ~Rehabilitation Support Services	61,316	69
Second Chance Opportunities, Inc.	110,513	120
Green Facility Solution ▲ ~Second Chance Opportunities, Inc.	64,800	59
<b>ALLEGANY</b>		
The Arc Allegany-Steuben	10,775	11
<b>BRONX</b>		
The Osborne Association	129,320	169
<b>BROOME</b>		
ACHIEVE		
Bates Troy, Inc. ~ACHIEVE	16,378	10
Paper Alternative Solutions, Inc. ~ACHIEVE	141	2
SOURCECORP BPS Inc. ~ACHIEVE	5,145	8
Bates Troy, Inc. ~AVRE	221	4
<b>CATTARAUGUS</b>		
Intandem	7,174	14
<b>CHAUTAUQUA</b>		
The Resource Center	15,082	12
<b>CHEMUNG</b>		
Capabilities, Inc.	9,094	19
The Arc of Chemung-Schuyler	2,769	23
<b>CLINTON</b>		
Advocacy and Resource Center	2,023	12
<b>COLUMBIA</b>		
Coarc	97	4
<b>CORTLAND</b>		
JM Murray	24,336	91
Ames Linen Service ●	710	4
<b>DUTCHESS</b>		
The Arc Greater Hudson Valley	4,346	46

County/NYSID Member Agency/Corporate Partner	Hours	Jobs
<b>ERIE</b>		
The Arc Erie County New York	48,581	52
Clean Textile Systems, LP ~The Arc Erie County New York	20	1
Instream, LLC ~The Arc Erie County New York	3,551	6
People, Inc.	1,101	8
Asset Recovery Company of America ~People, Inc.	83	2
Immediate Mailing Services, Inc. ~People, Inc.	364	2
Suburban Adult Services, Inc.	24,428	41
<b>ESSEX</b>		
Mountain Lake Services	465	8
<b>FRANKLIN</b>		
Citizen Advocates	1,290	17
<b>FULTON</b>		
The Arc Lexington	1,394	15
Century Linen & Uniform, Inc. ~The Arc Lexington	204	2
<b>GENESEE</b>		
The Arc Genesee Orleans	69	2
Angelica Textile Services, Inc. ~The Arc Genesee Orleans	644	2
<b>HERKIMER</b>		
Arc Herkimer	4,685	46
<b>JEFFERSON</b>		
The Arc Jefferson-St. Lawrence	4,864	20
<b>KINGS</b>		
Goodwill Industries of Greater NY/Northern NJ, Inc.	521,708	568
American Maintenance ~Goodwill Industries of Greater NY/Northern NJ, Inc.	12,824	34
<b>LIVINGSTON</b>		
The Arc of Livingston-Wyoming	7,316	32
<b>MADISON</b>		
The Arc of Madison Cortland	2,517	34
<b>MONROE</b>		
The Arc of Monroe		
Sheen and Shine, Inc. ▲ ■ ~The Arc of Monroe	621	4
CDS Monarch	1,542	24
Sheen and Shine, Inc. ▲ ■ ~CDS Monarch	3,296	5
Lifetime Assistance, Inc.	4,199	11
Sheen and Shine, Inc. ▲ ■ ~Lifetime Assistance, Inc.	3,107	9
Rochester Rehabilitation Center, Inc.	41,056	41
<b>MONTGOMERY</b>		
Liberty Arc	22,397	43
<b>NASSAU</b>		
Adults and Children with Learning and Developmental Disabilities	1,535	10
AHRC Nassau	5,158	8
FDR Services Corporation ~AHRC Nassau	2,335	2
LandTek Group, Inc. ~AHRC Nassau	1,540	5
The Corporate Source, Inc.	126,193	100
American Maintenance ~The Corporate Source	21,657	16
Seery Systems Group ~Abilities, Inc.	34,379	25
Spectrum Designs Foundation	1,017	25



The 2021 Member Agency Employment Report is based on Quarterly Employment Report data as supplied by NYSID Member Agencies and Corporate Partners for the period of July 1, 2020 to June 30, 2021.

County/NYSID Member Agency/Corporate Partner	Hours	Jobs
<b>NEW YORK</b>		
AHRC New York City	519,023	524
American Security Shredding Corporation ~AHRC New York City	2,162	4
The Doe Fund, Inc.	1,389	4
Fedcap Rehabilitation Services	240,865	139
Caso, Inc. ~Fedcap Rehabilitation Services	5,146	3
Wildcat Service Corporation, an affiliate of Fedcap Rehabilitation Services	280,172	164
Lifespire, Inc.	4,212	9
<b>ONEIDA</b>		
Human Technologies	126,723	152
The Arc, Oneida-Lewis Chapter	328	12
<b>ONONDAGA</b>		
Arc of Onondaga	13,530	16
American Maintenance ~Arc of Onondaga	4,863	11
Image Integrator LLC ~Arc of Onondaga	5,883	14
Immediate Mailing Services, Inc. ~Arc of Onondaga	32	1
Katapult Solutions, LLC • ~Arc of Onondaga	137	1
Northcoast Window Cleaning, LLC ~Community Options New York, Inc.	31	2
American Maintenance ~Helio Health	21,383	31
Continuum Professional Service, Inc. ~Liberty Resources, Inc.	4,141	2
<b>ONTARIO</b>		
Ontario Arc	3,787	20
<b>ORANGE</b>		
Access: Supports for Living Inc.	83,946	92
American Maintenance ~Access: Supports for Living Inc.	26,844	37
<b>OSWEGO</b>		
Arc of Oswego County	827	7
<b>OTSEGO</b>		
The Arc Otsego	2,708	36
<b>QUEENS</b>		
WellLife Network	28,106	36
Skyway Window Cleaning Corp. ~WellLife Network	17	2
<b>RENSSELAER</b>		
The Arc of Rensselaer County	2,702	7
eBiz Docs ~The Arc of Rensselaer County	23,029	27
Unity House of Troy, Inc.		
Green Facility Solution ▲ ~Unity House of Troy, Inc.	10,339	0
SecureScan, LLC. ~Unity House of Troy, Inc.	247	0
<b>ROCKLAND</b>		
Jawonio	113,413	140
Front Nine LLC d/b/a Star Screen Print & Embroidery ~Jawonio	4	1
LCS Companies of New York, Inc. ~Jawonio	1,868	4

County/NYSID Member Agency/Corporate Partner	Hours	Jobs
<b>ST. LAWRENCE</b>		
The Arc Jefferson-St. Lawrence	4,451	6
<b>SARATOGA</b>		
Plaza Linens ~Rehabilitation Support Services	216	1
<b>SCHENECTADY</b>		
Autism Society of the Greater Capital Region	1,719	1
Schenectady Arc	745	5
The Altamont Program, Inc.	2,461	3
<b>SCHOHARIE</b>		
Schoharie Arc	2,010	10
<b>SENECA</b>		
MOZAIC	6,505	45
<b>STEBEN</b>		
The Arc Allegany-Steben	7,795	22
<b>SUFFOLK</b>		
American Maintenance ~WellLife Network	12,105	20
American Maintenance ~The Rehabilitation Institute	214,301	238
Alternative Earthcare Tree & Lawn Systems, Inc. ~The Rehabilitation Institute	635	1
Imaging and Microfilm Access ~The Rehabilitation Institute	3,991	11
Mayco Building Services, Inc. ~The Rehabilitation Institute	21,573	25
Carlstrom & Ritter, Inc. ~Concern for Independent Living	12,707	13
Stang Landscaping Corporation ~Concern for Independent Living	519	2
Maryhaven Center of Hope	5,406	46
<b>SULLIVAN</b>		
The Arc Greater Hudson Valley	3,363	8
<b>ULSTER</b>		
Gateway Hudson Valley	4,777	10
<b>WARREN</b>		
Community, Work, and Independence, Inc.	4,159	7
Warren, Washington & Albany Counties Arc	53,209	53
<b>WAYNE</b>		
The Arc Wayne	10,866	17
<b>WESTCHESTER</b>		
The Arc Westchester	2,146	7
A&P Coat, Apron and Linen Supply, Inc. ~Jawonio	6,702	10
American Maintenance ~AHRC New York City	20,262	22
Digiscribe International LLC ~Ability Beyond	6,585	11

#### TOTAL

3,589,420,418

• Woman-owned business    ▲ Minority-owned business  
■ Veteran-owned business  
~ in partnership with



## RECOGNIZING EXCEPTIONAL JOB PERFORMANCE

NYSID's people-centered recognition program honored 45 individuals in its 18th annual award year.

More than 920 individuals have been named a Joslin Outstanding Performer since 2004 through our membership's dedication to the program.

The 2021 Outstanding Performer nominees included military service veterans, essential workers, heads of families, and individuals just starting on their employment journeys.

From this diverse talent pool working on NYSID contracts, the Joslin Committee chose two individuals to receive the William B. Joslin Outstanding Performance Award.

**Isiah Jamison** is a production worker at The Arc Allegany-Steuben's integrated custom apparel operation in Bath, NY. He knows each work station in the process, and epitomizes the term "go-to guy" in every way.

Isiah is an asset to the Arc's social enterprise where disabled and non-disabled staff are one team, creating customized New York state and local government agency apparel.



“My job makes me feel proud of myself and helps pay for my apartment and bills.”

**David Traver** progressed from Gateway Hudson Valley's rehabilitative and employment training programs to succeeding as a supervisor within the agency's Custom Cleaning business in Kingston, NY. In a world that has recently prioritized cleanliness due to the COVID-19 pandemic, his work has become essential.

Through the competitive wages earned servicing different NYSID customer sites, David lives a financially secure, independent life. He has his eye on becoming a manager next, and also dreams of opening a bed & breakfast to employ others with disabilities.



“It's a great honor that the great job I do every day is recognized.”



David and Isiah received their award at the Awards Presentation on October 26, 2021, from NYSID!

Bill Joslin was Chief Executive Officer at Human Technologies Corporation in Utica, and served on NYSID's Board of Directors for many years. His championship of employment as a pathway to independence lives on through NYSID's recognition program.

## 2021 JOSLIN OUTSTANDING PERFORMERS



Isiah Jamison at NYSID's Annual Meeting and Awards  
2021. Congratulations and job well done

Tyquan Allen – Arc of Onondaga  
Margaret Baylis – AHRC Nassau  
Matthew Bovian – Catholic Charities of the Diocese of Albany  
Roosevelt Brice – Human Technologies  
Marlon Bryant – Jawonio  
Leslie Carpenter – Liberty Arc  
Karen Case – The Arc, Oneida Lewis Chapter  
Connor Cashin – Access: Supports for Living  
Munir Chaudhary – Fedcap Rehabilitation Services  
Erin Colpitts – SecureScan  
DeAndre Cox – Northeast Career Planning at Unity House  
Brett Crawford – People, Inc.  
Brittany Dowd – The Arc of Madison Cortland  
Louise Foster – AHRC New York City  
Roger Graves – The Corporate Source  
Brian Ha – eBizDocs  
Amber Hopkins – The Arc of Livingston-Wyoming  
Geoffrey Hudson – Image Data, Inc.  
John Hyland – Allegany Arc  
Casey Jackson – Janitronics  
Isiah Jamison – The Arc of Steuben  
Fellipe Johnson – The Arc Jefferson-St. Lawrence  
Mark Johnson – Suburban Adult Services, Inc.  
Shirley Johnson – American Maintenance  
Ander Jones – WellLife Network  
Maggie Juul – The Resource Center  
Justina Kiefer – Arc Herkimer  
Matthew King – JM Murray  
Kevin Lessord – The Arc Wayne  
Lauren Marzlock – Goodwill Industries of Greater NY/Northern NJ, Inc.  
Noah Messick – Green Facility Solution  
Kaitlyn Muratore – Katapult Solutions, LLC  
Stephen Riley – Lifetime Assistance, Inc.  
Remy Rosario – The Arc Greater Hudson Valley  
Clarence Rose – The Arc Erie County New York  
Marybeth Sefcovic – The Arc Lexington  
Elizabeth Selmer – Maryhaven Center of Hope  
Michelle Sills – The Arc of Chemung-Schuylar  
Nathan Therolf – CDS Monarch  
Robert Timberlin – Center for Disability Services  
Rebecca Todd – Arc Otsego  
David Traver – Gateway Hudson Valley  
Carl Venner – Mountain Lake Services  
Lindsay Waxman – Spectrum Designs  
Cadian Williams – Warren, Washington & Albany Counties ARC



### Member Agency of the Year



A founding NYSID Member Agency, **AHRC New York City** is a diverse, integrated organization that provides more than 500 jobs in landscaping, custodial, messenger, and secure document destruction services through NYSID contracts. AHRC's NYSID portfolio integrates jobs into the widespread New York City community for essential agencies like the Fire Department of New York, Metropolitan Transportation Authority and NYC Department of Health and Mental Hygiene, among many others.

Employment on a NYSID contract provides a life-changing opportunity for those who earn a living on one of AHRC's 2,500 job placements a year. The AHRC team earned nearly \$14 million in wages in Fiscal Year 2021, along with health and retirement benefits.

All of the janitorial staff and messengers joined the ranks of essential workers at the outset of the COVID-19 pandemic, and were supported by AHRC with appropriate training and personal protection equipment to keep themselves and numerous essential work sites safe.



### Employee of the Year Jerome Crawford – Messenger

**Jerome Crawford** is an experienced member of the messenger team where he's known for his dedication and prompt service. Jerome sets out daily from the Department of Social Services' Human Resources Administration Office (HRA) in Brooklyn to its sites in Manhattan that include the 4 World Trade Center skyscraper. He understands the importance of delivering HRA correspondence, and uses a smart phone and Google Maps to stay focused.

Jerome's cheerful "How you doing today?" speaks to his positive attitude. He has not been late a single day on the job, and is proud of the professionalism and independence he's gained from 17 years doing a job he loves.

*"Being a messenger, I've never been so happy in my life."*

## Corporate Partner of the Year



# SEERY SYSTEMS GROUP



At Seery Systems Group, an individual with a disability can learn a new skill, make a living wage and grow in many ways.

As an approved NYSID Corporate Partner in job creation for individuals with disabilities, Seery Systems provides marketplace expertise in document scanning and imaging to NYSID customers, including numerous Nassau and Suffolk County government agencies. This allows individuals the opportunity to learn a variety of document imaging skills and earn competitive wages in an integrated work setting.

In Fiscal Year 2021, Seery Systems employed 25 individuals with disabilities on NYSID contracts, who earned \$519,510 in competitive wages.

## Employee of the Year

### Richard Muller – Assistant Production Manager

**Richard Muller** is an outstanding example of Seery Systems' integrated employment culture. Coming on board with little work experience, he was assigned to entry-level document prep tasks. With training and time, his role grew to include quality control, scanning a wide variety of documents and delivering completed jobs.

Richard's progress eventually earned him a project manager's title and responsibilities, and the opportunity to contribute to a Seery Systems' project at the Vatican in the summer of 2021. From once riding a bicycle to work to now maintaining his own vehicle, Richard has become an independent young man, and a taxpaying citizen who contributes to his local economy and community.



*"Getting this award has proven to me that if you put hard work and dedication into something, it will come back to you."*



### NYSID Champion



#### ALBANY MEDICAL CENTER

Dennis P. McKenna, MD, *President & CEO*

A NYSID Champion is a partner that advocates for individuals with disabilities to live their most inclusive life in a safe community.

**Albany Medical Center (AMC)** was named the 2021 NYSID Champion for embracing socially responsible procurement to realize more jobs for individuals with disabilities. AMC first looked to NYSID and Center for Disability Services at the outset of the pandemic to secure protective face shields for hospital staff. Over the past year, its procurement with NYSID grew to include custom apparel and expanded into NYSID business services.

AMC continues to be a guiding force within the Capital Region Vaccine Network to benefit the eight Capital Region counties. It helped set up large-scale vaccination sites and small clinics, promoted vaccine acceptance through a “Don’t Hesitate, Vaccinate” campaign, and reduced barriers to vaccine access especially for individuals with disabilities.

Recognizing that New Yorkers with disabilities are at greater risk for COVID-19 infection, AMC prioritized getting individuals with disabilities, job coaches, residential staff, and other support staff safely back to work.

*“We are honored to collaborate with NYSID and its wide-ranging membership to ensure equity for individuals with disabilities in health, employment and overall quality of life. Our relationship has much room to grow, and will impact better futures for more individuals.”*

*Dennis P. McKenna, M.D., President & CEO*



Thanks to the support of Albany Medical Center, the Center for Disability Services was able to prioritize vaccines for individuals with disabilities and support staff in its programs. This helped contribute to a 91% vaccination rate for individuals with disabilities living in Capital Region group homes.



## State Government Customer of the Year

**OGS** helps ensure that state and local government agencies take full advantage of Preferred Source procurement, directly contributing to employment and personal independence for countless New Yorkers with disabilities. More than an oversight agency, OGS relies on NYSID procurement for its own operational needs, from custodial and office supplies to mail fulfillment, janitorial and other services.

This award specifically recognizes how OGS' support of the Preferred Source Program through the use of NYSID custodial teams helps provide clean and safe workspaces for state government employees. More than 30 different OGS building sites have been maintained by work teams over time. They truly stepped up to provide essential service quality and responsiveness throughout the pandemic.

*"As a regulator, advocate and customer of the Preferred Source Program, the Office of General Services is extremely proud of how government procurement impacts employment and independence for individuals supported by NYSID's membership."*

*Sean Carroll, Chief Procurement Officer*



### Office of General Services

Real Property &  
Facilities Management

Financial Administration



**Noah Messick** helps maintain the cleanliness of the Alfred E. Smith State Office Building in Albany, NY. Noah joined the Northeast Career Planning/ Green Facility Solution team three years ago, and has grown from a shy beginner to a confident worker.

## Local Government Customer of the Year

**Monroe County** government recognizes the social and economic value of inclusion. For the past 15 years, NYSID's local membership in Monroe County has provided the county with workforces for janitorial and custodial services, document destruction and document imaging services.

In 2021, Monroe County committed to more than \$1 million in NYSID procurement that secured employment to 75 individuals with disabilities. These workers, in turn, support their communities as taxpayers and shoppers.

*"Diversity, equity and inclusion are at the foundation of everything we do in Monroe County, and that extends to who we employ. Working with NYSID agencies is a good investment that does not sacrifice quality by expanding opportunity."*

*Adam J. Bello, County Executive*



**ADAM J. BELLO**  
COUNTY EXECUTIVE

**Stephen Riley** is a document destruction technician at the Classified Scanning & Shredding business operated by Lifetime Assistance in Rochester, NY. Stephen is adept at all the steps involved in securely shredding confidential materials for Monroe County government agencies.





# FINANCIAL STATEMENTS



## Statement of Financial Position (as of September 30, 2021)

### ASSETS

Cash and Cash Equivalents	\$ 386,562
Investments	12,760,941
Accounts Receivable, Net	61,326,700
Inventory	2,537,480
Prepaid Expenses and Other Assets	384,191
Property and Equipment, Net	1,972,943
<b>TOTAL ASSETS</b>	<b>\$ 79,369,817</b>

### LIABILITIES AND NET ASSETS

#### LIABILITIES

Accounts Payable	\$ 42,371,687
Accrued Expenses	2,317,414
Line of Credit	6,478,174
<b>TOTAL LIABILITIES</b>	<b>51,167,275</b>

#### NET ASSETS:

Without Donor Restrictions	28,202,542
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 79,369,817</b>

Gross Sales	\$ 258,740,818
Total Revenues	\$ 9,123,542
Total Expenses	8,750,481
Operating Income	373,061
Other Income	2,961,181
Increase in Net Assets	3,334,242
Net Assets, beginning of year	24,868,300
<b>Net Assets, end of year</b>	<b>\$ 28,202,542</b>

### Above

**Justina Kiefer** is a quality-minded worker at The Arc Herkimer, helping to produce safety and other products. She is proud of her hard work and positivity in meeting customers' needs throughout the pandemic.

### Left to Right On the Back Cover

**Les Carpenter** works throughout the Liberty Arc production areas, where his knowledge and skills contribute to a strong work team. Whether bagging firewood or producing custodial supplies, Les demonstrates versatility and leadership every day.

**Ander Jones** personifies the WellLife Network mission to advance the health and independence of clients, including through meaningful employment. A lead custodian in the Clean Corp affirmative business, Ander's goal is to become a supervisor.

**Karen Case** has maintained 25 years of consistent employment at The Arc, Oneida-Lewis Chapter. She feels that this lengthy and varied work experience will boost her goal of community employment in the near future.

## 2020-21 Board of Directors

### Officers

Stanford J. Perry, Chair • *AHRC Nassau*  
Patrick Bardsley, Vice Chair • *Spectrum Designs*  
Douglas DiGesare, Secretary • *Arc Erie County NY*  
G. Allen Connely, Treasurer • *MOZAIC*  
Kevin Crosley, Past Chair • *Arc Herkimer*  
Maureen E. O'Brien • *NYSID President & CEO*

### Board Members

David Calhoun • *Arc Wayne*  
Susan Delehanty • *Citizen Advocates, Inc. (retired)*  
Rhonda Frederick • *People, Inc.*  
Timothy Giarrusso • *Human Technologies*  
Michael Miller • *Golub Corporation*  
Gregory Sorrentino • *Center for Disability Services*  
Steve Towler • *AHRC New York City*  
Stephanie Turco • *Gateway Hudson Valley*  
Jill Warner • *Jawonio (retired)*  
Paul Zuber • *Albany Strategic Advisors*



### Executive Staff

Maureen E. O'Brien  
President & Chief Executive Officer

Eileen J. McCarthy  
Chief of Staff/General Counsel

David Aziz  
Acting Chief Financial Officer

Sarah DeVoe  
Vice President, Compliance

Meredith Hartman  
Vice President, Contract Administration

Joseph Messina  
Vice President, Sales

Tim Mott  
Vice President, Business Operations












THE POWER OF PARTNERSHIP



-  NYSID, Purchasing That Powers Employment
-  NYSIDSpeaks
-  NYSID Creates Jobs
-  NYSID
-  nysid\_powering\_employment

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

# **New York State Education Department Preferred Source Designation Agreement**

## **New York State Education Department**

The New York State Education Department (NYSED) Commissioner of Education hereby designates and appoints New York State Industries for the Disabled, Inc. (NYSID) pursuant to Section 162(6)(e) of the New York State Finance Law to facilitate the distribution of orders among qualified non-profit making charitable agencies (Members). This designation is subject to fulfillment of the following functions.

### **Functions**

1. NYSID shall provide day-to-day management of the Preferred Source Program for people who are significantly disabled, which shall include providing direction to, and supervision of, a sufficient number of personnel to facilitate efficient business for its Members, while maintaining direct lines of communication with the NYSED Coordinator of District Office Administration and Members regarding significant business decisions. NYSED shall be timely notified of all significant business issues and afforded ample opportunity to provide its input, primarily relating to developments impacting employment, orders or wages. Specific examples of significant business issues may include development of service jobs for persons with significant disabilities, public perception of the preferred source program, customer satisfaction concerns, any significant development that will impact employment, orders, and wages, such as the loss of jobs or major contracts/orders.
2. a) For the purposes of fulfilling the requirements of this designation, NYSID shall maintain a management team including executive, sales, marketing, business development, quality assurance and monitoring compliance and Member training and technical assistance staff, and shall provide NYSED with an organizational chart reflecting the executive and managerial staff involved in implementing this Designation. NYSID shall also provide NYSED with an annual list of professional services contractors that assist NYSID in implementing this Designation.  
  
b) Upon NYSID becoming aware of an upcoming vacancy in any positions administering the program under this designation, NYSID shall as soon as practicable notify NYSED, and submit updated job descriptions to NYSED for the purpose of allowing NYSED to refer appropriate candidates, through ACCES-VR's vocational rehabilitation program. In furtherance of the program's mission to increase employment opportunities for New Yorkers with significant disabilities, NYSID will make efforts to directly employ within their organization individuals with significant disabilities as defined in the Rehabilitation Act of 1973, as amended.
3. NYSID shall work cooperatively with NYSED to develop and meet annual performance goals and metrics to facilitate increased employment opportunities for individuals with significant disabilities, to be established upon execution of this agreement. The performance goals and metrics document will be submitted to NYSED, no later than



September 1, for review and approval annually to be implemented October 1 of each NYSID fiscal year, beginning in 2017.

4. NYSID shall facilitate, consistent with State Finance Law, the New York State Preferred Source Guidelines and applicable NYS regulations, the equitable distribution of orders among its Members through activities that include, but are not limited to, affording all NYSID Members equitable and fair opportunities for contract work, either directly or through partnerships with for-profit corporate partners. NYSID will develop, maintain and implement equitable and fair procedures for the distribution of opportunities among its Members. When a private vendor partners with a preferred source, NYSID shall refer to the private vendor as a corporate partner, this term shall be used in all communications, marketing materials and public information. NYSED shall instruct all private vendors to refer to themselves as corporate partners.
5. NYSID shall ensure that all contract files contain appropriate documentation to support NYSID's contract award decision and that all such decisions are made in compliance with all applicable laws and regulations.
6. NYSID shall ensure that all preferred source contracts comply with all applicable laws and regulations and that only preferred source products and services approved by the NYS Procurement Council be utilized.
7. NYSID will provide its Members and corporate partners with only that information in advance of a quality review that is necessary to ensure the integrity and validity of the review process.
8. NYSID will also continue to seek assistance from State and local officials to compel State agencies and other municipal entities to adhere to their obligations under the law to utilize the Preferred Source programs and take other actions that will lead to increased employment opportunities for New Yorkers with significant disabilities.
9. NYSID shall provide training for Members to assist them in complying with all applicable Federal and State labor laws and regulations. NYSID will encourage and promote payment of the NYS minimum wage, prevailing wage or higher contract wage, if applicable, for all employees of the Members who are significantly (in accordance with federal definition) disabled to ensure compliance within the terms of Preferred Source contracts.
10. For each program year (July 1 – June 30), NYSID shall submit to NYSED no later than September 30 of each year, an annual summary report by contract number to include:
  - a. the number of direct labor hours performed by persons with significant disabilities (in accordance with federal definition) employed by and the number of direct labor hours directly related to products and services resulting from New York State Finance Law (SFL) preferred source contracts generated by each Member for the full program year (July 1 – June 30), including the ratio of direct labor hours performed by individuals with significant disabilities to non-disabled employees

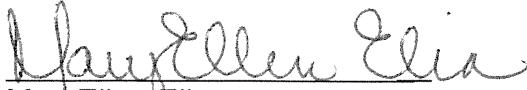
involved in the direct processing of such goods and services, and the ratio of workers performing service jobs versus commodities jobs;

- b. the number, type and dollar amount of orders received by NYSID for people who are significantly disabled, and the number, type and dollar amount of such orders distributed by NYSID for people who are significantly disabled to each Member;
  - c. the number of direct labor hours performed by individuals with significant disabilities employed by member agencies in the service sector and in jobs where goods are produced, manufactured, assembled and repackaged;
  - d. the number, type and dollar amount of corporate partnerships established with Members and the name, address and contact information of the corporate partner business, including the principal owner or chief executive;
  - e. the number and types of jobs at each corporate partnership filled by individuals with significant disabilities including comparative data to the previous year;
  - f. an annual report of compliance and non-compliance with both direct Member and corporate partnership requirements, and,
  - g. an annual report of formal written grievances and complaints filed and the determination issued by NYSID.
11. Consistent with its Technical Assistance and Quality Management (TAQM) program, NYSID shall continue to conduct quality reviews of its members and corporate partners in order to verify compliance with Preferred Source Program requirements. Members and corporate partners will be reviewed at least once every three years. In supplement to its TAQM program, NYSID shall engage an independent third party firm to perform audits if during the review process, or if specific information is brought to NYSID's attention, warrants further investigation or upon the request of NYSED.
12. In consultation with Members and key stakeholders (including NYSED and the NYS Office of General Services), NYSID shall create a comprehensive Strategic Plan focused on maintaining service, commodities and production jobs and increasing jobs in the service sector for New Yorkers with significant disabilities. Upon review and approval by NYSED of such plan, NYSID shall implement such approved plan.
13. NYSID shall communicate regularly, with all Members to discuss: the Member's quarterly employment reports, compliance reviews, business development workshops; respond to issues the Member raises regarding NYSID's implementation of the program under this designation; assist the Member in program reinvestment and provide appropriate technical assistance requested by said Member.
14. NYSID shall communicate regularly, but no less than quarterly, with NYSED to discuss issues arising under this designation, provided that NYSED reserves the right to require reports and/or communications from NYSID as NYSED deems necessary.

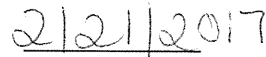
15. NYSID shall timely advise NYSED of any customer issues which may adversely affect the program. NYSED will work closely with NYSID to assist in resolving these situations.
16. NYSID shall develop and maintain a grievance and complaint procedure for Members and Corporate Partners to use under this designation if they believe they have been adversely affected by a decision made by NYSID in managing the New York State Preferred Source Program for people with significant disabilities. Such Program shall be reviewed and approved by NYSED.
17. NYSID shall develop and maintain an up-to-date conflict of interest policy that complies with the Nonprofit Revitalization Act of 2013 for individuals on the NYSID Board of Directors and relevant NYSID staff. Such policy shall be reviewed and approved by NYSED.
18. NYSID shall continue to dedicate a portion of the proceeds from all contracts to fund the development of programs, supports or services that create or increase competitive integrated employment opportunities for New Yorkers with significant disabilities.
19. NYSID shall also develop an annual plan that summarizes all the current and planned activities, including the amounts budgeted, to offer programs, supports and/or services in New York State that create or increase competitive integrated employment outcomes for New Yorkers with significant disabilities.
20. The NYSED Commissioner or designee shall receive all pertinent information from NYSID related to the administration of the New York State Preferred Source Program for people with significant disabilities under this Designation, and as such will be invited to attend regularly scheduled Board of Director Meetings.
21. NYSID shall advise NYSED and the applicable Members of any actions taken by the Board of Directors which will directly impact the administration of the New York State Preferred Source Program for people with significant disabilities under this Designation.
22. Upon request, NYSID shall permit NYSED, the New York State Office of the Comptroller and the New York State Attorney General to conduct audits and examinations of all NYSID records, books, and data relating to the Program. For so long as NYSID is acting as NYSED's designee, NYSID shall provide copies of independent audit reports to NYSED upon NYSID's receipt of such audit reports.
23. Upon request, NYSID shall provide within ten business days, to NYSED an electronic copy of any contract or subcontract that it enters into which directly impacts the New York State Preferred Source Program for individuals with significant disabilities.

This Designation shall take effect on January 1, 2017 and shall remain in full force for a period of three years, expiring on December 31, 2019. During the term of this

designation, NYSED will conduct an annual review of NYSID to ensure that NYSID is in compliance with all provisions of this Designation Letter. Should any breaches or deficiencies in the performance of this agreement arise, NYSED will notify NYSID and create an opportunity to cure any such breaches or deficiencies. Should NYSID fail to cure the deficiencies to NYSED's satisfaction, the parties will work cooperatively to transition the operation of the New York State Preferred Source Program for people with significant disabilities to a designee approved by NYSED to implement such program.



MaryEllen Elia  
New York State Commissioner of Education



Date



Ronald Romano CEO - NYSID



Date

COUNTY OF NASSAU

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

1. Name of the Entity: NYSID

Address: 11 Columbia Circle Dr

City: Albany State/Province/Territory: NY Zip/Postal Code: 12203

Country: US

2. Entity's Vendor Identification Number: 13-284 1179

3. Type of Business: Other (specify) Non\_profit

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):

2 File(s) uploaded NYSID Board List NYSID.pdf, NYSID Board-Contact Sheet 2022.xlsx

*No principals have been attached to this form.*

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

If none, explain.

We are a non-profit with only a Board of Directors, no shareholders, members or partners of the firm.

*No shareholders, members, or partners have been attached to this form.*

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

--

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

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

Electronically signed and certified at the date and time indicated by:  
Meredith Hartman [MHARTMAN@NYSID.ORG]

Dated: 08/24/2022 01:48:55 PM

Title: Vice President, 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.

## NYSID 2021-2022 Officers and Directors

### OFFICERS

<b>CHAIR</b> Stanfort Perry <a href="mailto:sperry@ahrc.org">sperry@ahrc.org</a> phone: (516) 626-1000 ext.1101 AHRC Nassau 189 Wheatley Road Brookville, NY 11545 asst: Linda Rosen ext. 1105 <a href="mailto:lirosen@ahrc.org">lirosen@ahrc.org</a>	<b>VICE CHAIR</b> Patrick Bardsley <a href="mailto:patrick@spectrumdesigns.org">patrick@spectrumdesigns.org</a> phone: 516-767-7187 Spectrum Designs Foundation 382 Main Street Port Washington, NY 11050	<b>SECRETARY</b> Douglas DiGesare <a href="mailto:ddigesare@arceriecounty.org">ddigesare@arceriecounty.org</a> phone: 716-276-0913 ext. 1254 Erie County ARC 30 Wilson Road Williamsville, NY 14221	<b>TREASURER</b> Allen Connely <a href="mailto:aconnely@mozaic.org">aconnely@mozaic.org</a> phone: 315-255-2285 Seneca-Cayuga ARC 1083 Waterloo-Geneva Rd Waterloo, NY 13165
<b>PRESIDENT &amp; CEO</b> Maureen O'Brien <a href="mailto:mobrien@nysid.org">mobrien@nysid.org</a> phone: 518-694-0226 NYSID 11 Columbia Circle Drive Albany, NY 12203 asst: Danielle Sbuttoni <a href="mailto:dsbuttoni@nysid.org">dsbuttoni@nysid.org</a>	<b>PAST CHAIR</b> Kevin Crosley <a href="mailto:kcrosley@archerkimer.org">kcrosley@archerkimer.org</a> phone: (315) 574-7525 Arc Herkimer 350 South Washington St. Herkimer, NY 13350 asst: Jackie Lewis <a href="mailto:jlewis@archerkimer.org">jlewis@archerkimer.org</a>		

### BOARD OF DIRECTORS

<u>Class of 2022</u>	<u>Class of 2023</u>	<u>Class of 2024</u>
Steve Towler <a href="mailto:steve@ahrcnyc.org">steve@ahrcnyc.org</a> phone: 212-634-8644 AHRC-New York City Chapter 242 West 29th Street, Suite 700 New York, NY 1001  Tim Giarrusso <a href="mailto:timg@htcorp.net">timg@htcorp.net</a> phone: 315-724-9891 x6906 Human Technologies Corp. 2260 Dwyer Avenue Utica, NY 13502 asst: Leanne Allen <a href="mailto:leannea@htcorp.net">leannea@htcorp.net</a>  Michael Miller <a href="mailto:mikemiller@pricechopper.com">mikemiller@pricechopper.com</a> phone: 518-379-1296 Price Chopper/ Market 32	Paul Zuber <a href="mailto:paul.zuber@bcnys.org">paul.zuber@bcnys.org</a> 518-867-5927 The Business Council of NYS 111 Washington Avenue, 4 <sup>th</sup> Floor Albany, NY 12210  Gregory Sorrentino <a href="mailto:sorrentino@cfdnsny.org">sorrentino@cfdnsny.org</a> phone: 518-944-2104 Center for Disability Services 22 Corporate Woods Blvd Albany, NY 12211 asst: Linda Durocher <a href="mailto:linda.durocher@cfdnsny.org">linda.durocher@cfdnsny.org</a>	David Calhoun <a href="mailto:david.calhoun@arcwayne.org">david.calhoun@arcwayne.org</a> 315-331-7741 Wayne County Arc 150 Van Buren Street Newark, NY 14513  Stephanie Turco <a href="mailto:sturco@ghv.org">sturco@ghv.org</a> phone: 845-331-1261 x 311 Gateway Hudson Valley 1 Amy Kay Parkway P.O. box 5002 Kingston, NY 12402  Rhonda Frederick <a href="mailto:rfrederick@people-inc.org">rfrederick@people-inc.org</a> phone: 716-634-8132 People, Inc. 1219 North Forest Road PO Box 9033 Williamsville, NY 14231 asst: Lois Crane phone: 716-817-7411  Shaloni Winston <a href="mailto:shaloni@thearclexington.org">shaloni@thearclexington.org</a> Phone: 518-775-5383 The Arc Lexington 465 North Perry Road Johnstown, NY 12095  Randi Rios- Castro <a href="mailto:randi.rios-castro@jawnio.org">randi.rios-castro@jawnio.org</a> Phone: 845-708-2000 ext. 1304 Jawnio, Inc. 260 North Little Tor Rd. New City, NY 10956





# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by Disability and Paid Family Leave 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. 11 Columbia Circle Drive Albany, NY 12203  <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured  800-221-5994  1c. 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 Department of Social Services 60 Charles Lindbergh Blvd. Suite 160 Uniondale, NY 11553	3a. Name of Insurance Carrier Arch Insurance Company  3b. Policy Number of Entity Listed in Box "1a" 11DBL8094000  3c. Policy effective period 1/1/2022 to 12/31/2022

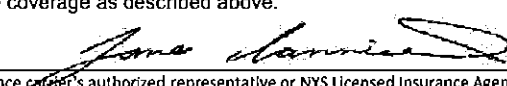
**4. Policy provides the following benefits:**

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

**5. Policy covers:**

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave 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 and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/7/2021 By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)  
Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

**IMPORTANT:** If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

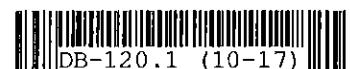
## State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

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





NYSINC-01

ROSEMARYDUMAS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2022

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 NFP Property & Casualty Services, Inc. 99 Troy Road East Greenbush, NY 12061	CONTACT NAME:	
	PHONE (A/C, No, Ext): (518) 244-4245	FAX (A/C, No): (518) 244-4262
INSURED  NYSID, Inc. 11 Columbia Circle Dr Albany, NY 12203	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Selective Insurance Company of South Carolina	NAIC # 19259
	INSURER B : MEMIC Indemnity Company	11030
	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2334834	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2334834	4/25/2022	4/25/2023	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2334834	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3102802506	1/1/2022	1/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime*			S 2334834	4/25/2022	4/25/2023	Employee Dishonestly 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Full Named Insured: New York State Industries for the Disabled, Inc.

Professional Liability - Policy #S2334834 Effective 4/25/22 Expires 4/25/23  
\$1,000,000 each occurrence  
\$3,000,000 aggregate

Network Security, Privacy and Media Liability -HSB Specialty Insurance Policy# TBD  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 1 West Street 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 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>NYSID, Inc. 11 Columbia Circle Dr Albany, NY 12203</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

Effective 04/25/22 Expires 4/25/23 - \$3,000,000 limit, \$10,000 retention.

General Liability provides blanket additional insured's, blanket Primary and Non-contributory wording and a Blanket Waiver of Subrogation per the following forms: CG2010A 7/04, CG2037A, 07/04, CG7300NY 1/19, CG7310NY, CG7988NY 1/19. Auto Liability provides Blanket Additional Insured's and a Blanket Waiver of Subrogation per form CA7822NY 1/16. Umbrella Liability is follow form and includes drop down per CXL4 4/03, Blanket Waiver of Subrogation per form CXL456NY 5/17.

Workers Compensation: Blanket waiver of subrogation as per form WC000313 4/84. All forms require written contract.

Operations usual to the business of the named insured.

Certificate holder is included as an additional insured as required by written and signed contract per forms noted.



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE  
COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  New York State Industries for the Disabled, Inc. 11 Columbia Circle Dr. 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>  (518) 694-0247  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-2841179
<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 Blvd. Suite 160 Uniondale, NY 11553	<b>3a. Name of Insurance Carrier</b> Memic Indemnity Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> 3102802506  <b>3c. Policy effective period</b> 1/1/2022 t/o 1/1/2023  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input 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 must notify the above certificate holder and the Workers' Compensation Board 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.**

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 Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon 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: Rosemary Dumas  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Rosemary Dumas 12/16/2021  
(Signature) (Date)

Title: Account Executive

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.

COUNTY OF NASSAU  
**Inter-Departmental Memo**

To: Robert Cleary  
Chief Procurement and Compliance Officer

From: Nancy Nunziata, LMSW  
Commissioner, Social Services 

Date: October 26, 2022

Subject: Delay Memorandum  
Imaging Services  
New York State Industries for the Disabled (NYSID)  
Contract #CQSS1700000034 || CLSS22000015

The Imaging Services Amended Contract for New York State Industries for the Disabled (NYSID) has been delayed from continuous processing due to the following factors upon information and belief:

- Review of current contract terms and scope of services
- Delay in receipt of New York State Office of General Services approval for updated rates/pricing in accordance with Section 162 of the New York State
- Receipt of Updated Vendor Portal Forms from Contractor


We appreciate your consideration in reviewing this Delay Memorandum and request processing this service agreement.

Doc ID #160108



**COUNTY OF NASSAU**  
**Inter-Departmental Memo**

To: Budget Office

From: Reena Carnevale   
Administrative Officer I, Social Services

Date: October 28, 2022

Subject: Section 32 Notification  
Imaging Services  
New York State Industries for the Disabled  
Contract #CQSS2217000034

Pursuant to Section 32 of the Collective Bargaining Agreement, CSEA Nassau Local 830 CSEA of the Civil Service Employees Association, Inc., Local 100, AFSCME, AFL-CIO was notified of the Department of Social Services' interest in contracting with the above vendor. The accompanying letter, dated October 14, 2022, was sent to Mr. Ron Gurrieri, President, CSEA Local 830 Nassau, copying the Nassau County Office of Labor Relations, provided notification of the Amendment

Since no response from the Union was received, it is requested that the County proceed with contract processing.

Doc ID #160143





**NASSAU COUNTY**  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7471 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

October 14, 2022

Via Email ([rgurrieri@csea830.org](mailto:rgurrieri@csea830.org))

Ron Gurrieri, President  
CSEA Nassau Local 830  
400 County Seat Drive  
Mineola, New York 11501

Subject: Amendment for Imaging Services  
New York State Industries for the Disabled, Inc. (NYSID)

Dear Mr. Gurrieri:

This letter is to advise you that the Department of Social Services is considering exercising its option to renew the term for contractual services with the above vendor through June 30, 2027. The County's needs are described in the service provisions of the enclosed contract including, but not limited to, exhibits, appendices and/or other related attachments. This notification is provided to comply with the spirit and intent of Section 32 of the CSEA Collective Bargaining Agreement, however it should not be implied that these contractual services are for work which has "historically and exclusively been performed by bargaining unit members."

If you wish to meet or discuss any aspect of this proposed agreement, or discuss alternatives to this matter, do not hesitate to contact Commissioner Nunziata with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne L. Oweis".

Joanne L. Oweis  
Deputy County Attorney

cc: Glen Tuifel, Vice President CSEA Nassau Local 830  
Rich Dopkin Vice President CSEA Nassau Local 830  
Jason Perkowsky DSS Unit President CSEA Nassau Local 830  
Jose Lopez, Director, Office of Labor Relations  
Seth Blau, Deputy Director, Office of Labor Relations  
Ross Bratin, Assistant Director Office of Labor Relations  
Nancy Nunziata, LMSW, DSS, Commissioner  
Sunita Manjrekar, Deputy Commissioner, DSS  
Rudolph Carmenaty, Deputy Commissioner, DSS  
Reena Carnevale, Administrative Officer I, DSS





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686

**Contractor Evaluation Form**

Evaluation Period: January 1, 2020 to October 31, 2020

Vendor Name: NYSID (Imaging)  
Service Provided: Imaging  
Evaluator's Name, & Title: **Douglas Russell**, Director of Planning & Research  
Date: October 1, 2020

As a requirement of our contract process, we are asking you to evaluate the contractor's performance for the evaluation period based on the factors below. Additionally, provide your overall assessment of contractor performance, the recommendation for future contract use, and, if applicable, the last question.

Descriptions of the rating factors are located on the back of this form: additional comments may be provided on a separate sheet.

Quality of Service	Unsatisfactory	Poor	Fair	Good	Excellent
Timeliness of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cost Effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Responsiveness to DSS Requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of Complaints	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Problem Resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Overall Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Do you recommend the contractor for future contracts? Yes ☒ No ☐

If you rated the Overall Performance at "Fair" or lower **AND** you are recommending the contractor for future contracts, please explain:

The Vendor supplies services that are excellent  
and utilizes staff with qualifications that  
would be difficult to find employment elsewhere

Evaluator's Signature

Date

10/6/20

We recommend you save a copy of the completed form before returning to Helen Mary Tyska, Unit 0170 by Oct. 23, 2020.

## Performance Evaluation Scale Descriptions

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

## Rating Factors Descriptions

### Quality of Service

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

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

### Timeliness of Performance

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

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

### Cost Effectiveness

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

### Responsiveness to DSS Requests

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

### Number of Complaints

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

### Problem Resolution

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

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. 5/15/17

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, 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.

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 received 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 ~~NY~~ 4 Dollars (\$ 4 <sup>00</sup>/<sub>100</sub>) 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

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

On the 8 day of MAY 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 NYS Industries f/t Disabled<sup>Inc.</sup> 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

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came  
\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **Deputy**  
**County Executive** of the County of Nassau, the municipal corporation described herein and  
which executed the above instrument; and that he or she signed his or her name thereto pursuant  
to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



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

6/15/17

\$.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 a 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 II 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

Ronald Romano  
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

Maria R. LaValle  
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 Cordean Dyer  
Officer  
by Margie  
Castellana

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

day of May, 2017

  
Notary Public

**Heather Bushane**  
**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.



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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 Schnack

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~~ NYSID

(hereinafter "xxxx" or "Contractor"), a ~~xxxx~~ corporation, having its principal office at 501603 (hereinafter "xxxx" or "Contractor"), a ~~xxxx~~ corporation, having its principal office at 501603, 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.

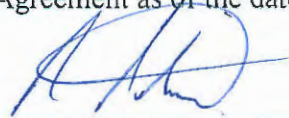
**Breach.** The Associate acknowledges that breach of this Confidentiality Agreement shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Associate agrees that injunctive relief may be an appropriate remedy in addition to any other remedies 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: \_\_\_\_\_



Brian 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 NYSID, 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  
Commission Expires September 29, 2017

By:

Name: Donna M. W. H.

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 ("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:

#### **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 "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)(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**

**(CONTRACTOR)**

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

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

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

Print Name: Richard J. Seery

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

Title: Vice President

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

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 *New York State* 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.

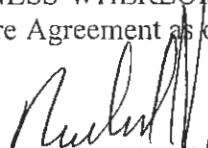
**Breach.** The Associate acknowledges that breach of this Confidentiality Agreement shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Associate agrees that injunctive relief may be an appropriate remedy in addition to any other remedies 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)  
COUNTY OF NASSAU )ss.:  
\_\_\_\_\_

On the 27 day of January in the year 2017 before me personally came Irrmina 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. 01GA6122578  
Commission Expires 2/28/2009 21

## 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 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**

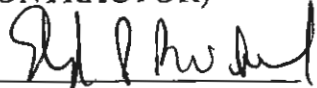
By: \_\_\_\_\_

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

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

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

**(CONTRACTOR)**

By: 

Print Name: 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 201 I.V. 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.

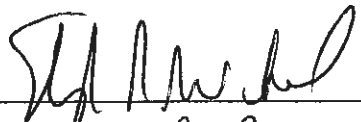
**Performance.** Except to the extent necessary to provide services under the Imaging Contract and with the consent of the County, neither the Contractor nor the Employee shall attach or load any additional hardware or software to County equipment. The Contractor and the Employee shall use only those 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. BUEHEL 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)  
COUNTY OF NASSAU )ss.:  
)

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 of agency.

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

*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