

Corporate Partner Binding Agreement

This Corporate Partner Binding Agreement (this “Agreement”) is entered into this ___ day of _____, 20___ between and among the New York State Industries for the Disabled, Inc. (“NYSID”), _____ (the “Member Agency”), and _____ (the “Corporate Partner”).

- A. NYSID is the New York State not-for-profit corporation designated by the New York State Commissioner of Education pursuant to State Finance Law § 162(6)(e) to facilitate the distribution of contracts among qualified charitable not-for-profit corporations providing services to persons with significant disabilities in New York.
- B. The Member Agency is a qualified New York State charitable not-for-profit corporation providing services to persons with significant disabilities and a preferred source pursuant to State Finance Law § 162.
- C. The Corporate Partner is a **(corporation/limited liability company/limited liability partnership or other)**.
- D. The Member Agency and Corporate Partner desire to enter into this Agreement for the provision of services as a preferred sources offering under the contract between NYSID and **(the New York State governmental entity)** as provided for under State Finance Law § 162(7) (the “Preferred Source Contract”).
- E. This Agreement is entered into between and among the parties for the express purpose of assisting the New York State Education Department (“SED”) and other governmental entities in making a determination regarding award or approval of a preferred source service or commodity application or offering.
- F. The parties to this Agreement recognize and acknowledge that such governmental entities may rely on the information contained in this Agreement.
- G. The parties to this Agreement recognize and acknowledge that intentional submission of false or misleading information in this Agreement may result in criminal penalties under State or federal law, as well as suspension or termination of the Preferred Source Contract related to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements of NYSID, the Member Agency and the Corporate Partner contained in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged by this Agreement, the parties to this Agreement, intending to be legally bound by this Agreement, agree as follows:

- 1. The Preferred Source Contract is for the **(description of services)**.
- 2. In the performance of the services called for under the Preferred Source Contract the **(Member Agency/Corporate Partner)** will be the employer of the individuals with significant disabilities, and the **(Member Agency/Corporate Partner)** will be the employer of the individuals without disabilities working on the Preferred Source Contract.
- 3. The direct labor to be performed under the Preferred Source Contract is:

DESCRIPTION OF DIRECT LABOR: _____

_____ of which the majority of the direct labor hours will be performed by individuals with significant disabilities.

- 4. The **(Member Agency/Corporate Partner)** will be responsible for the submission of bills to NYSID for the services performed under the Preferred Source Contract (the “Billing Entity”).
- 5. The **(Member Agency/Corporate Partner)** will be responsible for submitting on a timely basis to NYSID a complete Quarterly Employment Report and to maintain all documents needed to confirm the percentage of direct labor hours performed by individuals with significant disabilities and provide such documentation upon request.
- 6. The Member Agency shall be responsible for maintaining all appropriate disability documentation for the individuals with significant disabilities working on the Preferred Source Contract.
- 7. The Billing Entity will submit bills to NYSID pursuant to the terms of the Preferred Source Contract, and NYSID shall make payment no later than 30 days following its receipt of payment from **(the New York State governmental entity)**. In addition, the parties have agreed to the following terms for compensation between the Member Agency and Corporate Partner:

- 8. The Preferred Source Contract by its terms provides for the provision of services through and including **(DATE)**. The parties recognize and acknowledge that any services provided after that date may be performed only after SED has approved a new application for approval of a corporate partnership for that Preferred Source Contract.
- 9. The Member Agency and Corporate Partner hereby agree that any dispute between them arising under the Preferred Source Contract which does not rise to the level of a contractual breach shall be submitted to NYSID’s Chief Executive Officer (“CEO”) for review and determination. The determination of the CEO shall be final and

- binding on the parties. Any other dispute arising between the Member Agency and the Corporate Partner shall be submitted by the parties to binding arbitration before a single arbitrator chosen by the parties. In the event the Member Agency and the Corporate Partner cannot agree on an arbitrator, NYSID will designate an arbitrator to hear the dispute, and NYSID's choice of arbitrator shall be binding and not subject to challenge either in arbitration or in the court system.
10. Pursuant to State Finance Law § 162(7)(i), NYSID, the Member Agency, and the Corporate Partner represent that the majority of the direct labor under the Preferred Source Contract will be performed by individuals with significant disabilities, as defined in the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act of 2014.
 11. Pursuant to State Finance Law §162(7)(ii) NYSID, the Member Agency, and the Corporate Partner represent that this Agreement, and the Preferred Source Contract to which it applies, provides bona fide long-term employment opportunities for individuals with significant disabilities.
 12. Pursuant to State Finance Law §162(7)(iii), the Member Agency and the Corporate Partner represent that the solicited services to be provided jointly by the Member Agency and the Corporate Partner under the Preferred Source Contract are offered at a price less than the price that otherwise would be charged by a qualified charitable non-profit making agency for individuals with significant disabilities approved for such purposes by the New York State Commissioner of Education.
 13. NYSID, the Member Agency, and Corporate Partner each certify and affirm that:
 - a. It is knowledgeable about each of the respective businesses and operations of the other parties to the Agreement relevant to the scope of the Preferred Source Contract;
 - b. It has read and understands all of the information contained in the Agreement and has been provided the opportunity to review this Agreement with counsel;
 - c. It understands that SED and other government entities involved in the approval of this Agreement as well as approval or award of the Preferred Source Contract for which this Agreement is created may rely on information submitted with the corporate partnering application to make their determinations; and
 - d. It agrees that any and all pertinent records and information related to this Agreement and corporate partnering application are subject to audit by SED and any other governmental entity authorized by law.
 14. The Member Agency and the Corporate Partner each certify and affirm that:
 - a. It understands that it is under an obligation to disclose any material changes to the information provided in this Agreement to NYSID and to the contracting government entity awarding the Preferred Source Contract to NYSID from the

time of the signing of this Certification through the term of the Preferred Source Contract;

- b. Upon request, and subject to all applicable federal or State laws, it shall provide to NYSID, SED, and to the contracting government entity awarding the Preferred Source Contract, certified payroll records of employees working under the Preferred Source Contract to document compliance with the percentage of disabled direct labor identified in this Agreement during the term of the Preferred Source Contract; and
- c. It has reviewed and/or supplied full and complete information and responses to NYSID regarding the creation of this Agreement and corporate partnering application.

15. The Member Agency certifies and affirms that it has obtained from the IRS recognition of tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, is registered with the New York State Charities Bureau, and is current in its annual filing requirements.

16. Each of the undersigned affirms under penalties of perjury that he or she is duly authorized to legally bind the entity identified below and that he or she has signed this certification as the legally binding act of such entity and acknowledges that intentional submission of false or misleading information for purposes of completion of this Agreement may result in criminal penalties under State or federal law, as well as suspension or termination of this Agreement or the Preferred Source Contract related to this Agreement.

17. This Certification may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

NYSID:

By: _____

Name: _____

Title: _____

Date: _____

Member Agency:

Corporate Partner:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____