

EXHIBIT 1

TANF/Safety Net Employment Services Contract

Contract Period: 1/1/20 – 12/31/20

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding: \$529,700.00

The Altamont Program is the single source provider of Employment Services for Albany County Department of Social Services (ACDSS). Altamont Program's employment services will be based out of The Schuyler Inn shelter allowing them to better assist families on Temporary Assistance (TA) by providing direct access to their program.

As a single source provider the Altamont Program will provide an efficient and effective transition to employment and self-sufficiency through a "campus" type model. Gaining employment has been shown to directly impact an individual's ability to obtain housing and vice versa having secure stable housing directly impacts the ability to maintain employment. Stable housing and employment are crucial for individuals to obtain self-sufficiency. The Altamont Program housing case management team will support and encourage employment as a way to obtain stable housing.

The Altamont Program will support and encourage employment through the following activities and services:

Orientation Plan/Approach (within 1 week of referral):

In addition to covering all the employment program requirements, the Altamont Program will focus on the benefits of employment and how this is a direct correlation to self-sufficiency. The Altamont Program will use a proven Intake Orientation model, which focuses on the importance of establishing a simulated work environment thus setting the foundation for preparedness for the workforce.

All clients will participate in a group Orientation conducted by the Altamont Program Senior Case Manager. This Orientation will consist of an introduction to the Altamont Program and the sequence of activities the client can expect as they are guided through the process of growth towards employment and self-sufficiency. In addition, the clients are introduced to the major welfare to work provisions of PRWORA that includes critical issues such as time limitations and compliance with work requirements that are mandatory. Orientation also includes the following information:

- How each client can most effectively benefit from the Altamont Program on their path to self-sufficiency;
- Rights and responsibilities of clients including, but not limited to the client's responsibility to cooperate in establishing paternity and enforcing child support obligation;

- Supportive services available through ACDSS and the obligations of the district to provide them;
- The assistance available upon request to help clients assigned to work activities obtain child care services;
- Education, employment and training opportunities available, including those that are at no cost to the client and the client's responsibilities associated with the repayment of student financial aid;
- Work activities available to each client;
- Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
- Information regarding the development of a self-sufficiency plan; the IEP.

Assessment/Pre-employment/Job-Readiness Plan/Approach:

The Altamont Program assessment process will occur on day one which will begin the road to employment and self-sufficiency. The assessment will address work histories, work skills, mobility, communication, motivation, short and long-term goals, hygiene and other activities of daily living that relate directly to work and the individuals ability to function effectively in a work environment. The intake assessment is the foundation for the development of an Individualized Employment Plan (IEP). Throughout the life of the TA case all IEP's and modifications will be developed in partnership with Altamont Program staff and the client and will be signed and dated by both parties. The IEP will include 4 components; goals, action steps, agreements, information/referral. The Altamont Program case managers will conduct a re-assessment meeting approximately 2 weeks after the initial assessment to further develop the IEP and assess progress to date and compliance thus far. During the re-assessment, the client's circumstances, strengths, limitations; disabilities as well identify needs to be met and services to be provided will be re-evaluated and additional services or issues that may prevent a client from succeeding will be identified so a plan towards self-sufficiency can be developed. Understanding that the IEP is a working document, the frequency of follow up assessment will be determined through routine monitoring by the Altamont Program case management team and will be based on the activities to which the client is assigned or the challenges the client may be facing. The IEP will be updated and modified as needed. Altamont Program's model of coach and counsel sessions will provide the support necessary to assist the client in staying on track with their goals.

For those clients who are referred to the Altamont Program and who are already engaged with another community agency at time of referral, the Altamont Program will review and take into consideration any case management, planning, IEP development and scheduling that may already be in place with the existing provider. The Altamont Program will work with the client to make any modifications to the IEP that will assist in moving towards self-sufficiency

Career Adult Life Skills (CALs) classes. The Altamont Program will offer Career Adult Life Skills classes to assist in addressing some of the barrier's that clients

may face in securing employment. These classes provide an excellent opportunity for networking among the client's, opens conversations about barriers to employment and fosters activities such as mock interviewing. Altamont Program has found that by offering this class first thing in the day it not only provides a positive start and support - but propels client's motivation towards their day.

Sample CALS Topics include:

- Why Should I Change My Life?
- Perception Verses Reality
- Empowerment and Motivation
- Workplace Conflict
- Resume Preparation
- Dress and Attendance
- Mock Interviewing
- Child Care Back-Up Plans and Their Importance
- What an Employer is Looking for in a Good Employee
- Criminal History
- Workplace Drug Testing
- How to Address Gaps in Employment
- Soft Skills Training
- Financial Literacy

Individual case conferences will be scheduled as needed to discuss the particular needs of a client who may be struggling or requiring additional linkages throughout the Capital District.

Referral to Other Programs/Services Plan/Approach

The Altamont Program Community Service Case Navigator is an integral part of the team and is a direct resource for the case managers and clients providing education and linkages to community resources. Networking under this service model will increase communication amongst service providers and enable the client to focus on their success in a more coordinated effort.

The Altamont Program Community Service Navigator is responsible for the identification and connection of the clients to services and education opportunities available within the Capital District. Additionally, the Altamont Program Community Service Navigator will identify programs and services that may be available through other State and Federal funds to augment programs and services provided by this contract. Referrals to community partnerships and resources will be made based on the individual's needs and obstacles to employment.

The Altamont Program Community Service Navigator will develop and expand upon the Altamont Program's resources and partnership pool within the community. The Altamont Program Community Service Navigator will establish a provider meeting facilitating an environment where Capital District providers, including Albany County Department of Social Services, can come together on a routine basis to share information and gain knowledge

on services available in the Capital District. The Schuyler Inn is an excellent venue for these community meetings offering adequate meeting space and convenient parking. These meetings will provide an excellent opportunity for all service providers to understand what resources are available in the community, what might be lacking, and how best to address those concerns that may prevent clients from achieving self-sufficiency.

The Altamont Program will also work with this provider group to develop a comprehensive service provider manual identifying what is available in the community.

Job Search (6 weeks)

The Altamont Program will ensure that clients are conducting job search activities. Job search activities include linkage to the One Stop Employment Center, NYSDOL Job Bank/Development and registration in the Job Zone which is required of all job ready clients. Clients are required to conduct a minimum of 15 verified job contacts each week in an active effort to secure employment. All job search documentation will be reviewed by the client's case manager. Any Altamont Program center based job search activities implemented will be closely supervised.

Due to the changing workforce it has become increasingly apparent for the need for basic computer skills for efficient job searching and to navigate the on-line application process which is becoming the more expected process of employment application. The Altamont Program will provide a computer lab which will accommodate resume development, on line job searching and skills teaching which will improve a client's ability to directly apply for jobs on line in a more efficient manner.

Work Experience/Community Service (3-6 months)

For those clients who are unable to secure unsubsidized employment following supervised job search for at least six weeks the Altamont program, as a not-for-profit agency has the ability to provide work experience in areas of clerical, food service, hospitality, janitorial and maintenance. The Altamont Program will provide individuals with job experience in real-world employment settings as a transition step to permanent employment. The work experience through the Altamont Program provides clients with the opportunity to learn and practice both soft skills such as coming to work on time, following directions, interpersonal relationships, problem solving and job related skills. Clients also have the opportunity to learn and practice job skills in an environment in which they can make mistakes without losing their jobs. Furthermore, it encourages confidence, improves self-esteem, builds on their resume and increases their reference base. This work experience approach also provides Altamont Program staff an opportunity to observe clients in a real-world setting and identify issues that can interfere with employment success. All placements and participation hours will be determined on mandatory requirements.

In addition to this work experience opportunity, The Altamont Program Community Service Navigator will also develop new work experience and employment partners with public/non-profit agencies. The Altamont Program will work closely with these public/non-profit agencies/providers to best assist the client in their success.

Education and Training Services

The Altamont Program must obtain prior approval from Albany County Department of Social Services for all educational and training services.

The Altamont Program has a long standing relationship with the Capital Region BOCES, and will have High School Equivalency (HSE) classes brought on-site at the Schuyler Inn. These classes allow a student to register, enroll, complete the Test of Adult Basic Education (TABE) and attend classes up to 6 hours per week by a BOCES certified teacher. Attendance reports will be provided following each class. Progress and testing results as administered by BOCES per their schedule are provided to Altamont Program's employment staff. Families who begin at the Schuyler Inn will have the ability to continue attending classes either on site or at another BOCES location following their transition to permanent housing.

Altamont Program will provide short-term training in the fields of Janitorial and Culinary. These trainings are supported by the following NYS Department of Labor Occupational Job Codes as "very favorable" for employment opportunities, Food Service/35-0000, Janitor/37-2011, and General Maintenance/49-9071.

These programs include the following training topics:

- Maintenance/Janitorial:
 - Cleaning Chemical Overview
 - Floor and Floor Care Equipment
 - Restroom Care and Sanitization
 - Carpet and Upholstery Care
 - Up to 40 hours of Practicum Experience
 - Separate Blood Borne Pathogen certification is also completed
- Food Service:
 - Food Service terms and definitions
 - Sanitation and Food Safety
 - Weights Measurements and Knife Skills
 - Demonstrations and Hands On Experience
 - Up to 40 hours of Practicum Experience
 - Separate Serve Safe certification is also completed

Clients will receive certificates of completion for the job training program they have successfully participated in.

Depending upon budgetary constraints, the Altamont Program will consider reintroducing short-term training in General Office Skills and Housekeeping as these are also listed as "very favorable" for employment opportunities according to the NYS Department of Labor.

Job Placement

The Altamont Program case managers will work individually with a client to provide encouragement and motivation to empower client he/she to achieve his/her own success. The Altamont Program will also have a Retention Specialist available to build relationships with employers to not only increase job retention but to develop additional job opportunities within the employers businesses.

Retention Services

The Altamont Program will provide up to 2 Retention Specialists to support and encourage client retention efforts including the provision of retention services for 6 months post Temporary Assistance closing due to income.

The Altamont Program Retention Specialist will meet with each client early to establish a relationship which not only extends to the IEP and employment but will also be the client's point of contact for issues or concerns that may affect his/her ability to maintain employment or gain re-employment if needed. The Altamont Program Retention Specialist will also reevaluate whether skills enhancement and/or job search activities should be required of clients.

Client engagement with the Retention Specialist is voluntary for those whose TA case has closed due to income. The Altamont Program will offer the flexible hours and ability to meet someone at their job site or at a mutually agreed upon community location, including evening and/or weekend hours, in order to try and engage clients in services and contacts. The Retention Specialist will be expected to work with the client to assist he/she in reaching their long term goals including; skills upgrades and income enhancement for opportunities for better employment.

The Altamont Program Retention Specialist will work closely with the Altamont Program Community Services Case Manager on services the client may need post-employment or at DSS case closing. The Altamont Program Retention Specialist will also work closely with employers identifying areas of success, skills upgrades or where business growth is needed. The information compiled from the employers should be used to further enhance the Altamont Program Career Adult Life Skills (CALs) classes and community partnerships.

Case Management Plan/Approach

Clients who are primarily engaged with the Altamont Program, will be monitored on a daily basis for progress and attendance and IEP's will be adjusted as needed. For clients engaged with other providers within the Capital District, the Altamont Program case managers will have regular contact with providers to monitor client's progress and attendance. The Altamont Program case managers will conduct on-site visits to develop relationships, problem solve when needed and/or address crisis intervention needs. The Altamont Program, as lead agency, will be proactive in ensuring all clients are moving forward with their IEP.

Monitoring and Reporting

The Altamont Program will regularly monitor all clients, regardless of whether they are engaged with the Altamont Program or with other Capital District providers. Resistant behaviors of clients will be monitored through the Altamont Program's coach and counseling sessions. These sessions may include other providers working with the client who may be struggling in their ability to follow through on the agreed upon IEP. If necessary, the team will determine whether modifications should be made to the IEP.

The Altamont Program will make every attempt to reintegrate a non-compliant individual into program immediately. If unable to reintegrate an individual, all no show and non-compliance notification will be provided to the ACDSS Employment Unit Contract Manager within 48 hours.

The Altamont Program will establish a computerized database to document, track and report all employment related activities for all clients. In addition to this data base, information will be retained on paper in case files for clients. The Altamont Program agrees to have the reporting database approved by ACDSS so that all reports requested by ACDSS can be produced and in the format desired,

The Altamont Program agrees to electronically submit daily attendance reports a long with weekly evaluations of the client's progress to the ACDSS Employment Unit Contract Manager. All attendance and/or data from the various agencies that clients are involved with will be compiled into a single document to be provided to ACDSS, The Altamont Program will record all information on a DSS approved time sheet form and provide all information timely to the ACDSS Employment Unit Contract Manager. These reports will be entered into the Welfare to Work Caseload Management System (WTWCMS) so participation rates can be generated.

In order to measure success and monitor job placement and retention, the Altamont Program will analyze the data collected on clients, especially following program completion and will discuss with ACDSS any modifications to program efforts to better assist clients in achieving self-sufficiency.

EXHIBIT 2
Payment Schedule

ALTAMONT PROGRAM, INC. TOTAL CONTRACT - \$529,700

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding Available: \$529,700.00

Reimbursement under this contract will be made based on the following payment schedule:

\$129,925 per quarter will be paid to the provider, Altamont Program, for a maximum of four (4) quarters, not to exceed the maximum funding amount for the contract period of \$529,700, for an acceptable level of compliance for all quarterly standard performance levels as specified in this Exhibit. A quarterly review will be conducted by the Albany County Department of Social Services Employment Unit, after the end of each applicable quarter, to determine if Altamont Program has reached an acceptable level of compliance for the quarter.

It is the expectation that Altamont Program will engage all clients in countable employment activities on their path towards economic self-sufficiency. No client can be claimed in multiple quarterly standard performance levels in any given quarter.

Payment will be made upon approval by designated ACDSS staff for the number of achieved standard performance levels, as defined in this Exhibit. If ACDSS determines that the provider has not met the acceptable quarterly standard performance level for a particular activity during a quarter, the applicable percentage set forth herein for that quarterly standard performance level will be withheld and the amount paid to Altamont Program for the quarter will be reduced accordingly. ACDSS may completely waive the reduction for a particular unmet quarterly standard performance level based upon a written request submitted by Altamont Program demonstrating that such a failure was due to extraordinary or unforeseen circumstances. ACDSS shall notify Altamont Program in writing of the Agency's approval of any such request, or shall notify the disapproval of any such waiver and delineate the reasons for such disapproval.

Performance Standards

Quarterly Standard Performance Level 1 – Engagement in high school or equivalent, or basic and remedial education consistent with employment goals contained in an Individual Employment Plan (IEP).

Ten (10) clients shall be engaged in high school education or education designed to prepare the client for high school equivalency certificate, including alternative high school and High School Equivalency (HSE) courses. Each client must be concurrently engaged in a countable core activity as outlined in Exhibit 3 for a minimum of 20 hours weekly to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in high school or equivalent, or basic and remedial education for a minimum of 5

consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 1 – **Ten (10) clients** are engaged in high school or equivalent, or basic and remedial education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 2 – *Engagement in vocational education consistent with employment goals contained in an IEP*

Five (5) clients shall be engaged in organized educational programs offering a sequence of courses that are directly related to the preparation of individuals for employment in current or emerging occupations that require training of up to four years of post-secondary education or the part-time equivalent. All actual hours are fully countable but only for 12 months lifetime. Participation beyond this limit must be in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 5 adults in vocational education for a minimum of 5 consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 when applicable. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 2 – **Five (5) clients** are engaged in vocational education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 3 – *Engagement in work experience consistent with employment goals contained in an IEP.*

Clients who have been unsuccessful in securing full-time employment after having completed a supervised six week job search will benefit from opportunities to acquire and enhance marketable employment skills. **Ten (10) clients** shall be engaged in a work activity in which they perform unpaid work in the public or not-for-profit sector to improve employability of the client, including unpaid internships. The monthly work experience hours will be determined on a case by case basis by the Employment Unit. Work experience hours will be balanced by and in concurrence with a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in work experience for a minimum of 5 consecutive weeks in the quarter. Altamont Program will follow each individual through their engagement with the work experience goal to ensure attendance and progress in concurrence with a balance of a countable core activity as

outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 3 – *Ten (10) clients* are engaged in work experience consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 4 – *Job placement in unsubsidized employment (employment does not have to result in TA closing) consistent with employment goals contained in an IEP.*

Employment is the primary path to self-sufficiency with clients. Facilitating clients from Temporary Assistance to the work force and, therefore to self-supporting lifestyles is a progression for each individual. *Five (5) clients* shall be engaged in full-time employment (30 or more) hours per week with a focus on a career or employment ladder.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and facilitate 5 adults in full-time employment (30 or more hours per week) with a focus on a career or employment ladder for a minimum of 5 consecutive weeks in the quarter. A career or employment ladder must be substantiated by the employer. Altamont Program will follow each individual through their engagement with the employment goal to ensure attendance and capability. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 4 – *Five (5) clients* are engaged in job placement in unsubsidized employment consistent with employment goals contained in an IEP is not met, 2.5 % of the quarterly contract amount will be withheld.

Post TA Closing Incentive: \$10,000

Altamont Program will secure job and wage information each month for each client with a TA case closing for 120 continuous days due to earned income. Upon submission and verification of this secure job and wage information, ACDSS will provide Altamont Program with a flat \$200.

EXHIBIT 3

POLICY AND PROCEDURE

- 1) Provider will engage all clients in countable employment activities on their path towards economic self-sufficiency.
- 2) Provider will provide countable pre-employment services and activities leading to full time employment (unsubsidized and/or subsidized public or private employment) for up to 40 hours per week.

Core Activities up to 40 hours per week

- Work experience
 - Job readiness/ job skills training
 - Supervised job search (combination of directed and self-directed)
- 3) Provider will make every effort to place clients into an equivalent of full time employment.
 - 4) Provider shall develop, maintain and monitor work experience sites where clients who are in need of work experience and/or who do not find paid employment are placed.
 - 4) Provider will provide the Employment Unit with preferred dates and times for intake appointments.
 - 5) The Employment Unit will provide the Provider referral letters with the name, time and date of the intake appointment for each individual requiring employment related services.
 - 6) Each individual's enrollment status or failure to attend shall be reported by the Provider within two business days of the intake date to the appropriate Employment Unit contact via the CMS Referral feedback form.
 - 7) Provider will maintain a computerized data base to track participation in all employment related activities. In addition to this data base, a written case file containing comprehensive information for each client will be retained.
 - 8) Provider will provide ACDSS with any requested reporting will be provided as requested by ACDSS.
 - 9) Provider is responsible to submit monthly attendance records for each client documenting the appropriate daily activity including, but not limited to absences and/or as may be required due to changes in the client's status. Each time sheet must be signed and dated by the client and the Provider.

- 10) Signed and dated monthly attendance records must be submitted to the Employment Unit Contract Manager by the close of business on the 6th day of the succeeding month (when the 6th falls on a weekend, the close of business is set as the last work day prior to the 6th) and/or as may be required due to changes in the client's status.
- 11) ACDSS will provide training on the WTW/CMS system to the Provider so Provider has the ability, if requested by ACDSS, to enter countable hours into the WTW/CMS system prior to the 6th day of the month following the month countable hours were performed.
- 12) For billing purposes, Provider will submit all billing documents electronically to the Employment Unit Contract Manager no later than the 15th of the month following the billing quarter. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.
- 13) If completion of the billing documents occurs on or after the 25th of the month following the billing quarter, an extension may be granted at the discretion of the Employment Unit Contract Manager. All requests for extension must be submitted in writing to the Employment Unit Contract Manager prior to the end of the billing cycle in which the completion of the billing documents occurs.
- 14) Provider agrees to provide employment related services to each client for the entire year of the contract.
- 15) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer programming during the contract year.
- 16) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager.
- 17) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.
- 18) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean The Altamont Program, Inc.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County and/or the Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health

Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper

management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2020 through December 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

- 1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
- 2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
- 4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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 Commercial Coverage, Inc. PO Box 5060 Saratoga Springs, NY 12866	CONTACT NAME: PHONE (A/C, No, Ext): (518) 602-2024	FAX (A/C, No): (518) 602-0236
	E-MAIL ADDRESS: mmello@commercialcoverage.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co	NAIC #
INSURED Altamont Program Inc 428 Duane Ave Schenectady, NY 12304	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1982590	5/17/2019	5/17/2020	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
		MED EXP (Any one person) \$ 5,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
		GENERAL AGGREGATE \$ 3,000,000					
		PRODUCTS - COMPI/OP AGG \$ 3,000,000					
		Emp Ben. \$ 1,000,000					
		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000					
A	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1982590	5/17/2019	5/17/2020	BODILY INJURY (Per person) \$
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
		\$					
		\$					
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB630428	5/17/2019	5/17/2020	EACH OCCURRENCE \$ 4,000,000
		AGGREGATE \$ 4,000,000					
		\$					
A	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						PER STATUTE OTH-ER
		E.L. EACH ACCIDENT \$					
		E.L. DISEASE - EA EMPLOYEE \$					
		E.L. DISEASE - POLICY LIMIT \$					
A	Property Section			PHPK1982590	5/17/2019	5/17/2020	BLKT BPP 1,735,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Albany County Department of Social Services is added as additional insured if required by written contract per endorsement PI-GLD-HS NY.

CERTIFICATE HOLDER Albany County Department of Social Services 62 Washington Ave 3rd Floor Albany, NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



New York State Insurance Fund

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141708881
COMMERCIAL COVERAGE INC
PO BOX 5060
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER
THE ALTAMONT PROGRAM INC
428 DUANE AVE
SCHENECTADY NY 12304

CERTIFICATE HOLDER
ALBANY COUNTY DEPARTMENT OF
SOCIAL SERVICES
62 WASHINGTON AVE
ALBANY NY 12210

Table with 4 columns: POLICY NUMBER (A1400 994-8), CERTIFICATE NUMBER (485927), POLICY PERIOD (10/25/2018 TO 10/25/2019), DATE (9/30/2019)

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1400 994-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Handwritten signature of Stuart Bell

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 777520839

RESOLUTION NO. 375

**AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC.
REGARDING EMPLOYMENT SERVICES FOR TANF AND SAFETY NET
RECIPIENTS**

Introduced: 9/9/19

By Social Services Committee and Ms. McKnight:

WHEREAS, The New York State Welfare Reform Act allows for the utilization of education and training programs to provide the necessary tools to facilitate client's employment readiness and access to employment that will lead to self-sufficiency and end welfare dependency, and

WHEREAS, The Albany County Department of Social Services has recommended the Altamont Program, Inc. to provide the aforementioned services based on their demonstrated abilities, ability to reach the target population, project location, and experience and expertise, and

WHEREAS, The Altamont Program, Inc. will provide work preparation training, job placement, post-employment services, and educational and vocational training services for Temporary Assistance for Needy Families (TANF) and/or Safety Net recipients including those who are non-English speaking, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Altamont Program, Inc. regarding employment services for TANF and/or Safety Net recipients for the term commencing January 1, 2020 and ending December 31, 2020 in an amount not to exceed \$529,700 and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 9/9/19