

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Tuesday, April 26, 2022

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK REGARDING THE NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM
3. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF PARENT PARTNER SERVICES
4. AUTHORIZING PRESCHOOL EDUCATION SERVICE AGREEMENTS FOR CHILDREN WITH SPECIAL NEEDS AGES 3-5
5. AUTHORIZING AN AGREEMENT WITH SPOTTED ZEBRA LEARNING CENTER REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5
6. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES
7. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES
8. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE REGARDING THE PROVISION OF FAMILY SHELTER SERVICES
9. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING TRANSITIONAL SHELTER SERVICES
10. AUTHORIZING AGREEMENTS WITH CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

11. AMENDING RESOLUTION NO. 96 FOR 2021 REGARDING THE EMERGENCY RENTAL ASSISTANCE PROGRAM

12. AUTHORIZING AN AGREEMENT WITH CARES, INC. REGARDING REIMBURSEMENT FOR EMERGENCY HOMELESS SHELTER SERVICES FOR COVID INFECTED OR QUARANTINED HOMELESS INDIVIDUALS AND FAMILIES

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Tuesday, March 29, 2022

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

Present: Samuel I. Fein, Merton D. Simpson, Nathan L. Bruschi, Mickey Cleary, Patrice Lockart, Carolyn McLaughlin, Jeff S. Perlee and Christopher H. Smith

Excused: Norma J. Chapman

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER – CHILD FATALITY REVIEW TEAM AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN YOUTH AND FAMILIES BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH SCHENECTADY COUNTY REGARDING THE PROVISION OF PRESCHOOL EVALUATION SERVICES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT WITH ALBANY COUNTY CRIME VICTIM AND SEXUAL VIOLENCE CENTER REGARDING A TWENTY-FOUR HOUR REPOSE TEAM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET - SUITE 300

ALBANY, NEW YORK 12207

(518) 447-7324 - FAX (518) 447-7578

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

April 1, 2022

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative authorization to contract with The Research Foundation for the State University of New York, University at Albany, for the NYS Supervision and Treatment Services for Juveniles Program (STSJP). The requested contract term runs from January 1, 2022 through September 30, 2022 in the amount of \$12,811.63.

The contract supports local programming to divert youth safely from unnecessary detention and/or placement admissions, and is a key element of New York's juvenile justice reform efforts. The Research Foundation will track and assess outcomes and goals as it pertains to detention, placements and reductions in racial and ethnic disparities.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3194, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization with The Research Foundation, SUNY for the Supervision and Treatment Services for Juvenile Program (STSJP)

Date:	April 1, 2022
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

The Research Foundation SUNY
1400 Washington Avenue
Albany NY 12222

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$12,811.63
Scope of Services: Supervision and Treatment Services for Juveniles

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6071 03670

Revenue Amount: \$7,943.21

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$12,811.63

Source of Funding - (Percentages)

Federal:

State: 62%

County: 38%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2022 - 9/30/2022

Length of Contract: 9 Months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-104, 20-20. 19-536, 17-318, 16-425, 16-324, 15-266,

Date of Adoption: 4/12/21, 2/10/20, 12/5/19, 9/11/17, 10/16/16, 8/8/16, 7/13/15

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Backup Material for Contract Authorization with The Research Foundation for the State University of New York, University at Albany

The Department respectfully requests Legislative authorization to contract with The Research Foundation for the State University of New York, University at Albany for the period of January 1, 2022 through September 30, 2022 in the amount of \$12,811.63. This Legislative authorization would allow for a joint project with DCYF, Probation and SUNY Albany for the purposes of reviewing and analyzing data pertaining to juvenile justice youth. This funding will support a research assistant working with the Department and Probation Department to assess all juvenile justice programs and initiatives to ensure the impact and design to reach the ultimate best outcomes for youth and their families.

NYS Supervision and Treatment Services for Juveniles Program (STSJP) provides funding to support local programming to divert youth safely from unnecessary detention and/or placement admissions. It is a key element of New York's juvenile justice reform efforts. STSJP funding is allocated to each locality by NYS OCFS to support programming for juvenile justice involved youth. The goal of this programming is to prevent out of home placement of youth, maintain them safely in their community, and when placement is needed, to safely expedite the reintegration of such youth back into the community.

Through this allocation, Albany would continue to support the research component through the Research Foundation for the State University of New York, University at Albany to consistently track and assess outcomes and goals as it pertains to detention, placements and reductions in racial and-ethnic disparities.

RESOLUTION NO. 106**AUTHORIZING AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK REGARDING THE NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM**

Introduced: 4/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, By Resolution No. 15 for 2021, this Honorable Body authorized the County Executive to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to the New York State Office of Children and Family Services in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter in an agreement with the Research Foundation for the State University of New York, University at Albany regarding research and assessment of juvenile justice outcomes and goals as they pertain to detention, placements and reductions in racial and ethnic disparities in an amount not to exceed \$51,038 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Research Foundation for the State University of New York, University at Albany regarding research and assessment of juvenile justice outcomes and goals as they pertain to detention, placements and reductions in racial and ethnic disparities, in an amount not to exceed \$51,038 for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said plan and 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 the resolution the appropriate County Officials.

Adopted by unanimous vote – 4/12/21



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

April 1, 2022

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to enter into a Contractual Renewal Agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$74,692.80 for the period of January 1, 2022 – December 31, 2022.

The Department identified the Parent Partner as one of the programs funded under the Supervision and Treatment Services for Juveniles Program (STSJP) Plan. Albany was allocated funding in the amount of \$172,722.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3233, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization with Cayuga Centers for the Provision of Parent Partner Services

Date: April 1, 2022
 Submitted By: Scott McNelis
 Department: Children, Youth and Families
 Title: Contract Administrator
 Phone: 7306
 Department Rep.
 Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$74,962.80
Scope of Services: Provision of Parent Partner Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$29,977	\$27,737	\$17,249

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$74,962.80

Source of Funding - (Percentages)

Federal:	40
State:	37
County:	23
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	1/1/2022 - 12/31/2022
Length of Contract:	12 Months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:	21-101, 20-89, 19-536, 16-374, 15-399, 14-388, 13-479
Date of Adoption:	4/12/21, 3/9/20, 12/5/19, 9/12/16, 10/13/15, 10/14/14, 11/12/13

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Renewal Agreement with Cayuga Centers for the Provision of Parent Partner Services

The Department for Children, Youth and Families respectfully requests Legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$74,692.80 for the period of January 1, 2022 – December 31, 2022. The Department desires to exercise its second and final option under the contract, to renew the agreement.

In order to implement the Parent Partner services, the Department, in collaboration with the Department of Probation, issued a Request for Proposals for Parent Partner Services—*RFP-2019-133*—on November 28, 2019 with responses due January 10, 2020. Albany County sought proposals to provide Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts.

As of January 1, 2020, the new PINS legislation became effective. At this time, there is no longer be the ability to remand PINS youth to detention. Additionally, there are significant changes to PINS placement, including PINS-Truancy. In Albany County, PINS-Runaways and Truancy are a driving factor in the number of PINS youth placed. The goal is to significantly reduce and eventually eliminate all PINS placements as they are 100% local costs as of 1-1-20. Albany County believes the Parent Partner Service is a proactive strategy to address these concerns and be responsive to the changes in PINS legislation.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare and Probation (juvenile justice) services.

RESOLUTION NO. 101**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF PARENT PARTNER SERVICES**

Introduced: 4/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, By Resolution No. 89 for 2020, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of Parent Partner Services with the focus on reducing reliance on PINS petitions to address family conflicts for a term commencing January 1, 2020 and ending December 31, 2020, with two additional one-year options to renew, and

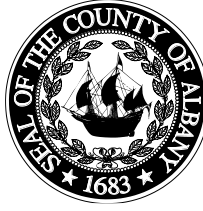
WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers, the first of two one-year options to renew, regarding the provision of Parent Partner Services in an amount not to exceed \$74,693 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of Parent Partner Services in an amount not to exceed \$74,693 for a term commencing January 1, 2021 and ending December 31, 2021, 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 – 4/12/21



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

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COMMISSIONER

NICOLE WARD
Deputy Commissioner

April 1, 2022

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew contractual agreements with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering mandated preschool education to children with disabilities.

The combined agreements have an anticipated cost of approximately \$11,914,407.00, based on rates not to exceed the New York State established rates for the term of July 1, 2022 – June 30, 2023

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
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112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3234, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Preschool Services Program

Date:	April 1, 2022
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Please see attached spreadsheet

Additional Parties (Names/addresses):
Please see attached spreadsheet

Amount/Raise Schedule/Fee: \$11,914,407
Scope of Services: Mandated Preschool Services for children with disabilities

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: NYS Education Law Sections 4401 and 4410

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA2960 01605 AA2960 03277

Revenue Amount: \$714,864 \$6,552,924

Appropriation Account and Line: AA2960 44039 AA2960 44046

Appropriation Amount: \$11,891,358 \$23,048

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 55%

County: 39%

Local: 6%

Term

Term: (Start and end date) 7/1/2022 - 6/30/2023

Length of Contract: 12 Months

Impact on Pending Litigation

Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-145, 20-199, 19-182, 18-204, 17-185, 16-198, 15-187, 14-165

Date of Adoption: 5/10/21, 6/8/20, 5/13/19, 5/14/18, 5/8/17, 5/9/16, 5/11/15, 5/12/14

Justification: (state briefly why legislative action is requested)

Please see attached

Albany County Department of Children Youth and Families
Justification and Backup Material for
Contractual Agreements between Albany County and Various Center Based
Providers for Preschool Children with Special Needs

The New York State Education Law (Section 4410) requires that the New York State Education Department (NYSED) meet the physical and educational needs of children with disabilities.

NYSED administers, through local school districts, preschool special education programs and services for preschool students with disabilities, ages 3 to 5 years of age. The board of education or trustees of each school district are required, by regulation (Part 200.2(a)), to identify all students with disabilities who reside in the school district and establish a register of children who are entitled to attend public schools in the district or to attend a preschool program during the next school year.

Municipalities are required to provide an approved preschool special education program for children age three to five, who have been evaluated and determined by the school district to have a disabling condition. Albany County contracts with service providers who have been approved by the board as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district based Committees on Preschool Special Education (CPSE).

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with those providers contained on the attached list for the term of July 1, 2022 – June 30, 2023. The Department is seeking authorization from the County Executive and the Contract Administration Board for those vendors with contractual amounts that fall within their request parameters.

The rates for these providers are set by New York State based on an entity's certified financial report. These interim rates are not available to either the vendor or the County until the early fall of a given year and may change an additional two times before being officially reconciled. The contract amounts for the 2022-2023 contract year assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization. However, in no instance will the County pay more than the State approved and authorized rate for a provider.

New York State reimburses Albany County 59.5% for costs incurred in the delivery of these services after backing out Medicaid reimbursement for the related services component of center based programs.

A child with special needs may be placed in an integrated class that contains children with and/or without other children with special needs. A Special Education Teacher and assistants are involved with the children throughout their educational program as well as a regular preschool or daycare teacher. A child may also be placed in a special class in which there are no more than twelve (12) children all of whom have special needs.

The Special Education teacher works directly with the child, the child's family and the child's regular teacher to help adapt an educational program to the child's needs. Some children in this model also receive related services therapies.

SEIT / Center Based Providers

Legislative Requests

07/01/2022 - 06/30/2023

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 2021	ESTIMATED PAYMENTS 7/01/22 - 6/30/23
Achievements	623 New London Road Ste 100 Latham, NY 12110	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$208,994	\$219,444
Advanced Therapy	One Rapp Road Albany, NY 12203	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$864,568	\$907,796
AlbanyCity School District	1 Academy Park Albany, NY 12207	EVALUATIONS	\$0	\$20,000
Capital District Beginnings	673 Columbia Turnpike E Greenbush, NY 12061	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$1,641,692	\$1,723,777
Center For Disability Services	314 South Manning Blvd Albany, NY 12208	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$1,153,006	\$1,210,656
Circle of Friends	14379 Route 9W Ravena, NY 12143	EVALS/ INTEGRATED	\$974,171	\$1,022,880
Crossroads Center for Children	1136 North Westcott Road, Suite 100 Schenectady, New York 12306	EVALS/ INTEGRATED	\$307,519	\$322,895
EarlyChildhood Education Center	230 Washington Ave Ext Albany, NY 12203	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$2,239,889	\$2,351,883
Helping Hands	4 Fairchild Square Clifton Park, NY 12065	EVALS/ INTEGRATED / SELF CONTAINED	\$150,086	\$157,590
Newmeadow Inc.	23 Sitterly Road Clifton Park, NY 12065	EVALS/ INTEGRATED / SELF CONTAINED	\$360,853	\$378,896
Parsons Child and Family Center	60 Academy Road Albany, NY 12208	SEIT / INTEGRATED / SELF CONTAINED	\$303,815	\$319,006
Saint Anne's Preschool	160 N. Main Ave Albany, NY 12206	INTEGRATED / SELF CONTAINED	\$289,568	\$304,046
Spotted Zebra Learning Ctr	26 Computer Drive East Albany, NY 12205	EVALS/ INTEGRATED	\$978,410	\$1,027,331
Unity House of Troy dba A Child's Place	435 Forth Street Troy, NY 12180	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$1,712,945	\$1,798,592
Whispering Pines	2841 Thousand Acre Rd Delanson, NY 12053	SEIT / INTEGRATED	\$161,538	\$169,615
			\$11,347,054	\$11,914,407

RESOLUTION NO. 145

AUTHORIZING PRESCHOOL EDUCATION SERVICE AGREEMENTS FOR CHILDREN WITH SPECIAL NEEDS AGES 3-5

Introduced: 5/10/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, The Albany County Department for Children, Youth and Families is required to provide an approved preschool special education program for children ages 3 - 5 years old who have been evaluated and determined by the Board of Education to have a disabling condition, and

WHEREAS, The Commissioner has requested authorization to enter into agreements with those preschool special education programs determined to be appropriate for each individual child, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following preschool special education program providers for children ages 3 – 5 years old who have been evaluated and determined by the Board of Education to have a disabling condition for sums not to exceed the New York State established rates for said services for the term commencing July 1, 2021 and ending June 30, 2022:

Achievements
623 New Loudon Road, Suite 100
Latham, NY 12110

Parsons Child and Family Center
60 Academy Road
Albany, NY 12208

Capital District Beginnings
673 Columbia Turnpike
East Greenbush, NY 12061

Advanced Therapy
One Rapp Road
Albany, NY 12203

Center For Disability Services
314 South Manning Blvd.
Albany, NY 12208

Crossroads Center for Children
1136 North Westcott Rd.
Suite 100
Schenectady, NY 12306

Albany City School District
1 Academy Park
Albany, NY 12207

Helping Hands
4 Fairchild Square
Clifton Park, NY 12065

Newmeadow Inc.
23 Sitterly Rd.
Clifton Park, NY 12065

Circle of Friends
14379 Route 9W
Ravena, NY 12143

Unity House of Troy
435 Fourth Street
Troy, NY 12180

Saint Anne's Preschool
160 N. Main Avenue
Albany, NY 12206

Early Childhood Education Center
230 Washington Ave. Ext.
Albany, NY 12203

Whispering Pines
2841 Thousand Acre Road
Delanson, NY 12053

Spotted Zebra Learning Center
26 Computer Drive East
Albany, NY 12205

and, be it further

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



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

(518) 447-7324 - FAX (518) 447-7578

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

April 1, 2022

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew a contractual agreement with Spotted Zebra Learning Center. Spotted Zebra Learning Center is a service provider approved by the Board of Education to provide mandated Individualized Education Programs through Related Services, to meet the physical and educational needs of children ages 3 -5 years old with disabilities.

The agreement has an anticipated cost of \$157,414.95 based on rates not to exceed the New York State approved rates for the term of July 1, 2022 – June 30, 2023

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3245, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization with Spotted Zebra Learning Center for the Related Services Program

Date:	April 1, 2022
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Spotted Zebra Learning Center
26 Computer Dr East
Albany, NY 12205

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$157,414.95
Scope of Services: Mandated Related Services for children with disabilities

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: NYS Education Law Sections 4401 and 4410

File #: TMP-3245, Version: 1

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line:	AA2960 01605	AA2960 03277
Revenue Amount:	\$9,444.90	\$91,300.67

Appropriation Account and Line: AA2960 44252
Appropriation Amount: \$157,414.95

Source of Funding - (Percentages)

Federal:	Click or tap here to enter text.
State:	55%
County:	39%
Local:	6%

Term

Term: (Start and end date) 7/1/2021 - 6/30/2022
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-146, 19-183, 18-205, 17-186, 16-197, 15-186, 14-164
Date of Adoption: 5/10/21, 5/13/19, 5/14/18, 5/8/17, 5/9/16, 5/11/15, 5/12/14

Justification: (state briefly why legislative action is requested)

Please see attached

**Albany County Department of Children Youth and Families
Justification and Backup Material for Contract Authorization with
Spotted Zebra Learning Center for the Preschool
Related Services Program**

The Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with Spotted Zebra Learning Center for the term July 01, 2022 to June 30, 2023 in the amount of \$ 157,414.95

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities. The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to name a few, to help them attain their educational goals. Municipalities contract with private service providers to obtain Related Services, in which the providers deliver in 30-60 minute sessions.

This option provides a child with the services of one or more therapists to meet his/her special needs. The therapist works with the child a specified number of times each week, and also interacts with the family and the staff of any typical program the child might attend. The therapy(ies) can be provided at any site, including the child's home, decided at the Committee on Preschool Special Education (CPSE) meeting.

The rates for providers are set by New York State. Albany County is reimbursed 59.5% by the State for costs incurred in the delivery of these services, after backing out Medicaid reimbursements. The contract amount for the 2022-2023 contract years assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization.

Spotted Zebra Learning Center is the only agency this year to meet the threshold for Legislative authorization.

Related Service Providers

Legislative Requests

07/01/2022 - 06/30/2023

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 2021	ESTIMATED PAYMENTS 7/01/22 - 6/30/23
Spotted Zebra Learning Ctr	26 Computer Dr East Albany, NY 12205	OT, PT, Psych, Speech Language Pathology	\$149,919.00	\$157,414.95

RESOLUTION NO. 146**AUTHORIZING AN AGREEMENT WITH SPOTTED ZEBRA LEARNING CENTER REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5**

Introduced: 5/10/21

By Social Services Committee, Mr. A. Joyce and Ms. McLean Lane:

WHEREAS, The Albany County Department for Children, Youth and Families is required to provide an approved preschool special education program for children ages 3-5 years old who have been evaluated and determined by the Board of Education to have a disabling condition, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement with Spotted Zebra Learning Center which has been approved by the Board of Education to provide mandated Individualized Education Programs through Related Services to meet the physical and educational needs of children ages 3-5 years old with disabilities, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Spotted Zebra Learning Center, Albany, NY 12205 regarding preschool special education program providers in regards to mandated Individualized Education Programs through Related Services to meet the physical and educational needs of children ages 3-5 years old with disabilities for an amount not to exceed the New York State established rates for said services for the term commencing July 1, 2021 and ending June 30, 2022, 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 - 5/10/21



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service Districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew an agreement with IPH to operate the South Ferry Shelter which will provide shelter services to adults.

This is an 11 bed emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3222, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (South Ferry Shelter)

Date:	3/17/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Interfaith Partnership for the Homeless
176 Sheridan Avenue, Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$403,500

Scope of Services: 11 bed emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6140 03640, AA6142 03642
Revenue Amount: \$95,887, \$36,427

Appropriation Account and Line: AA6140 44046, AA6142 44046
Appropriation Amount: \$330,646, \$72,854

Source of Funding - (Percentages)

Federal: 0
State: 33%
County: 67%
Local: 0

Term

Term: (Start and end date) 7/1/22-12/31/23
Length of Contract: 18 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 107
Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

Local Social Service Districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew a contract with the South Ferry Shelter (Formerly Morton Ave. Shelter) operated by IPH to provide shelter services to individuals who are unable to secure shelter in other facilities. In addition to room and board, the South Ferry Shelter provides assistance to its residents by addressing the problems underlying their homelessness and provides case management services which assess needs for health and mental health services, assists clients in applying for Temporary Assistance, SSI/SSD and other benefits which may help them transition to permanent housing and assists clients in securing permanent housing or residential placement. South Ferry Shelter provides 11 emergency shelter beds offering small occupancy rooms which are more appropriate for homeless individuals with certain mental health and behavioral conditions. The shelter provides 3 meals per day for residents. During the 2021 calendar year 72 clients were served at the South Ferry Shelter. Pursuant to 17-ADM-04 NYS requires shelters to submit calendar year budgets. Since our current contracts run from July 1, 2021 thru June 30, 2022 we are making this a one-time 18 month contract until the end of 2023 and thereafter renewing contracts on a calendar year basis.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
INTERFAITH PARTNERSHIP FOR THE HOMELESS**

PURSUANT TO RESOLUTION NO. 107, ADOPTED 4/12/2021

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Interfaith Partnership for the Homeless operating the Morton Ave Shelter (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 176 Sheridan Ave., Albany NY 12210.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary services to meet the needs of the County and to meet the needs of the aforementioned individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency shelter services at the Morton Avenue Shelter, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will perform the agreed emergency/transitional shelter services only at the following location: 56 Morton Avenue, Albany, New York.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these Exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **TWO HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS (\$244,000.00)** as full compensation for all Services described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided when such claims are submitted to the Department in accordance with specifications included under Exhibit 2.

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2021 and shall continue through June 30, 2022. It is agreed by the Provider that performance without this agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance,

recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

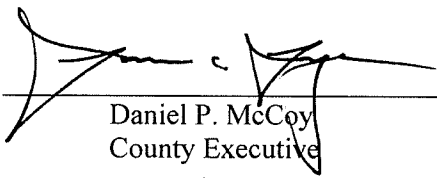
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

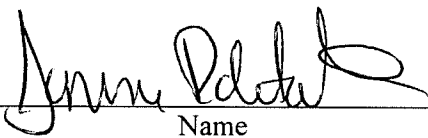
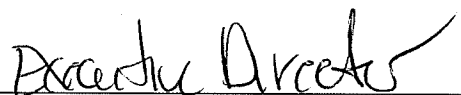
COUNTY OF ALBANY

DATE: 5/11/2021

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

IPH - MORTON AVE. SHELTER

DATE: 4/29/21

BY: 
Name

Title

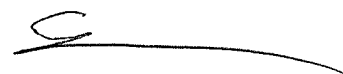
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 11th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

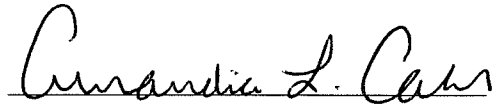


NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 29th day of April, 2021, before me, the undersigned, personally appeared Janine Rebaille personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

AMANDIA L CARR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6308066
Qualified in Albany County
My Commission Expires 07-21-2022



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____
Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

IAH
 Organization

[Signature]
 Authorized Signature

Executive Director
 Title

4/29/21
 Date

SCHEDULE D

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

JPH
 Organization

[Signature]
 Authorized Signature

Executive Director 4/29/21
 Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. **Service Definition-** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. **Eligible Persons-** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. **Service Provision-** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which assures the protection of resident's rights and promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.
5. With regard to individuals who present as intoxicated, either at the time of referral for admission or at any other point in their stay, the Provider agrees to develop and follow a specific protocol for assessment of the appropriateness of admission/retention and linkage to alcohol treatment and/or medical providers. Every effort will be made by the Provider to develop and implement this protocol in cooperation with other appropriate agencies, including but not limited to Albany County Mental health Department, local hospitals and other such entities. The Provider further agrees to diligently implement this protocol to the fullest extent possible and to communicate and cooperate

with all involved parties in seeking resolution to any implementation problems that may arise, whether they are case-specific or systemic in nature.

The Department reserves the right to review and approve the protocol which is developed, related to its use as a vehicle for safeguarding the health and safety of Morton Avenue Shelter residents, as required under the terms of this Agreement.

6. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
7. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
8. The Provider shall not admit or retain a number of persons in excess of 11.

C. Resident Services.

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and /or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall insure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.

- c. The Provider shall insure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
- d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
- e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services

- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
- d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.

- i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.
- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident's Shelter Budget

- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
- b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
- c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services

- a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones, as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:

- a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
- b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
- c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
- d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
- e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

- a. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
- b. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24-hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24-hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

- a. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.
- b. The Provider agrees to provide the Department with a copy of its by-laws.
- c. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement- the Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
 - No more than one period of stay (i.e. consecutive days) per month.

- A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
5. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
 6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount, as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and PA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided.
 - b. Payment under the "Enhanced Performance" component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form. Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals' achievement will be counted for these purposes, regardless of PA-eligibility status.
2. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.
3. The Department will maintain the sole discretion to renegotiate performance criteria; in the event that the Provider should request such and present compelling evidence that their failure to meet standards was due to circumstances beyond their control. It is understood that any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts.
4. Case managers will assist individuals in accessing affordable housing, housing subsidies and negotiation of leases. Skill training goals will incorporate identification of sources to assist in locating housing with "Housing First approach".

PERFORMANCE CRITERIA SUMMARY

Dates of Operation: 7/01/21– 6/30/22, 365 operating days

Maximum Shelter Capacity: 11 beds (9 male, 2 female)

Maximum Total Contract Amount: \$244,000.00

Room and Board Component Maximum: \$180,000

Minimum Average Per Night PA-eligible Beds: 11

Total Annual PA-Eligible Bed Days: 4,015

Enhanced Performance Component Maximum: \$64,000

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**

Completed Reports should be sent electronically to

David.Bradley@albanycountyny.gov

Lindsay.Peters@albanycountyny.gov

Joe_DeAngelis@albanycountyny.gov

Shelter: Morton Ave Shelter
Enhanced Performance-Based Component: \$64,000
Maximum Shelter Capacity: 11
Minimum PA-Eligible Bed Days: 4,015
Average per Night PA-Eligible Beds: 11

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of unduplicated individuals who were newly admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of unduplicated families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
16-30 days												
31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Criminal Justice System Involved (Unduplicated Individuals)												
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appointment during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
Mental Health Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Substance Abuse Treatment												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Adult Protective Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Rep Payee Services												
Linked												
Engaged												
Already Engaged												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Primary Care Physician Assistance												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Health Care Services (other than PCP services e.g. dental, chronic disease mgmt., etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Health Insurance (other than Medicaid)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Legal Services												

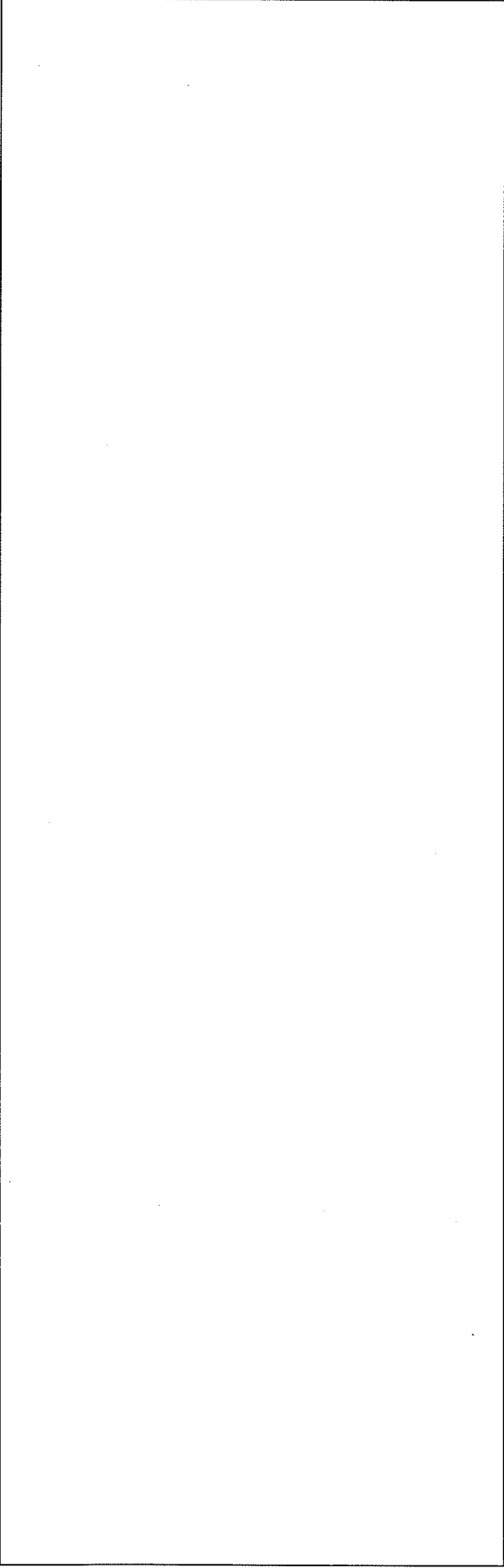
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Domestic Violence Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Employment Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Re-Engaged Not Applicable												
Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Housing Related Services (completing housing apps, conducting apt. searches, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Children Support (e.g. after school program, summer camps, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3												
80% of individuals, while in shelter, will obtain or increase income. (unduplicated numbers)												
Number of clients who report <u>no</u> income or benefits at admission.												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Number of clients who increased their income while in shelter.												
Milestone #4												
Actual # of Shelter Clients with earned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												
Actual # of Shelter Clients with unearned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												
Milestone #5												
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6												
Met HMIS reporting requirements												
Comments/Notes												



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 IHP – Morton Ave. Shelter.
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, Sections 33.13 or 33.16, 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 July 1, 2021 - June 30, 2022. 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.



1 WATERVLIT AVENUE ALBANY, NEW YORK 12206-1649
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141666321
INTERFAITH PARTNERSHIP FOR
THE HOMELESS INC
176 SHERIDAN AVE
ALBANY NY 12210



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER INTERFAITH PARTNERSHIP FOR 1300 MASSACHUSETTS AVE 3RD FLR TROY NY 12180		CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF SOCIAL SERVICES 112 STATE ST ALBANY NY 12207	
POLICY NUMBER A 851 069-5	CERTIFICATE NUMBER 159704	POLICY PERIOD 12/05/2020 TO 12/05/2021	DATE 2/25/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 851 069-5, 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](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 POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 80890526



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in motel like rooms at the Schuyler Inn.

There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels/motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals learn to live independently, transition into permanent housing and provide a linkage to vocational and employment opportunities.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3223, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (Schuyler Inn)

Date:	3/17/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

Settlement of a Claim

Release of Liability

Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

The Altamont Program

428 Duane Ave., Schenectady, N.Y. 12304

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,400,000

Scope of Services: Emergency and transitional shelter for homeless households (primarily families) on a room and board basis. Case management is provided to facilitate family/individual placement in permanent housing or other approved congregate facilities.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$1,012,245.00 \$300,653.00 \$175,510.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$1,012,245.00 \$1,036,735.00 \$351,020.00

Source of Funding - (Percentages)

Federal: 42%
State: 20%
County: 38%

Term

Term: (Start and end date) 7/1/2022-12/31/2023
Length of Contract: 18 Months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 108
Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in motel like rooms at the Schuyler Inn.

There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels /motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals learn to live independently, transition into permanent housing and provide a linkage to vocational and employment opportunities.

Having our homeless families centrally located at the Schuyler Inn allows us to monitor their cases and deliver more efficient case management services. Further, Schuyler Inn is able to actively coordinate and communicate with DSS, Homeless and Travelers Aid Society (HATAS), Albany School District Liaison, and St. Catherine’s Center staff to help families move more quickly and appropriately to either permanent housing or the Marillac Family Shelter.

Schuyler Inn also assists families in meeting child care needs and has help for students with homework and other family specific needs to families residing there. During the 2021 calendar year 294 homeless families and/or individuals were served at the Schuyler Inn.

Pursuant to 17-ADM-04 NYS requires shelters to submit calendar year budgets. Since our current contracts run from July thru June we are making this a one time 18 month contract until the end of 2023 and thereafter renewing contracts on a

calendar year basis.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
THE ALTAMONT PROGRAM, INC.**

PURSUANT TO RESOLUTION NO. 108, ADOPTED 4/12/2021

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc. at Schuyler Inn (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 428 Duane Avenue, Schenectady, New York 12304.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany (hereinafter called the "Commissioner") is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York, and

WHEREAS, NYSDSS regulations require local districts to provide emergency assistance to eligible homeless persons, and authorize payment to hotels/motels and emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at The Altamont Program, Schuyler Inn, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless families of temporary room, board, case management and essential personal care items in a non-congregate setting, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: Schuyler Inn, 575 Broadway, Menands, New York 12204

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured, and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these appendices must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE VI. CONFIDENTIALITY

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VII. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VIII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE IX. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE X. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **ONE MILLION THREE-HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00)**, as full compensation for the Service described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

ARTICLE XII. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIII. RELATIONSHIP

The Provider is, and will function as, an independent provider under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County.

ARTICLE XIV. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XV. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XVI. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto.

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2021 and will continue in effect through June 30, 2022. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXIII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and

- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. LICENSES

The Provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVIII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

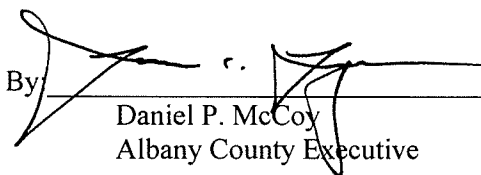
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

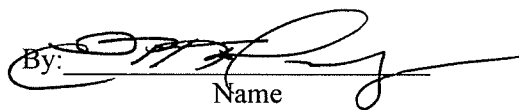
COUNTY OF ALBANY

Dated: 5/18/2021

By: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

THE ALTAMONT PROGRAM, INC.

Dated: 5/3/2021

By: 
Name

COO
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 18th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

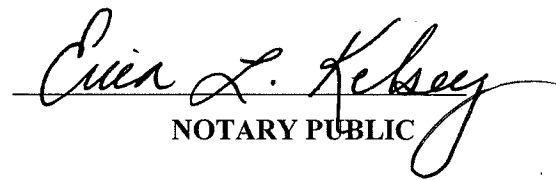


NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 3rd day of May, 2021, before me, the undersigned, personally appeared Earle P Kelsey personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

ERICA L. KELSEY
Notary Public, State of New York
No. 01KE6123696
Qualified in Albany County
Commission Expires March 14, 2025

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, LE P HAY / SGT, do hereby affirm that during the term of Albany County's contract with THE ALBANY PROTECTIVE SERVICE, for the provision of STATIONARY SERVICES, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 5/3/21

By: [Signature]
Signature

COO
Title

**SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

The MIT Alumni Program Inc
Organization

[Signature]
Authorized Signature

COO Title 5/3/24 Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Altamont Program LLC
Organization

[Signature]
Authorized Signature

COO
Title

5/3/21
Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

- a. Assures the protection of resident's rights and
- b. Promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

- 1. A resident's civil rights shall not be infringed.
- 2. A resident's religious liberties shall not be infringed.
- 3. A resident shall have the right to have private written and verbal communications.
- 4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
- 5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
- 6. A resident shall have the right to manage his or her own financial affairs.
- 7. A resident shall have the right to privacy in caring for personal needs.
- 8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
- 9. A resident shall have the right to receive courteous, fair and respectful care and treatment.

10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.
11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision.
 In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of medical care, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile

Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.

5. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards:
 - a. In order to ensure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
 - b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
 - c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
 - d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
 - e. The Provider shall ensure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.
2. Food Service:

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
 - b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.
 - c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
 - d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
 - e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.
3. Supervision Services:
- a. Supervision Services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
 - b. All staff shall be trained in the means of rapidly evacuating the building.
 - c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
 - d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and

- Make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - Notify the appropriate local authorities.
 - f. The Provider shall maintain a record of all resident injuries or death.
 - g. The Provider shall designate staff to perform supervision functions during all hours of operation.
 - h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
 - i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
 - j. Staff shall be immediately accessible at all times while on duty.
 - k. Provision shall be made for backup staff.
 - l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.
4. Resident's Shelter Budget
 - a. To encourage self-sufficiency of individuals/families, who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
 - b. The eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
 - c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.
 5. Information and Referral Services:
 - a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
 - b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;

- cooperating with providers of services essential to residents;
- assisting residents to secure services needed.

c. The Provider shall utilize and cooperate with external service providers and shall:

- permit residents to meet in privacy with service providers;
- in no way inhibit access to residents who need and desire services;
- identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
- cooperate with service providers in executing a plan for service for individual residents.

d. The Provider shall designate sufficient staff to perform information and referral services as well as housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
 - b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
 - d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
 - e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
 - f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Section 8 of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net/TANF benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net/TANF benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.

- No more than one period of stay (i.e. consecutive days) per month.
 - A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
4. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
 5. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 6. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement after a period of 60 days in shelter.
 7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider under a performance-based model as detailed below; Reimbursements to the Provider will be issued as follows.
 - a. At agreed-upon regular intervals room and board reimbursements will be authorized to the Provider in the predetermined amount appropriate to the period, upon the Provider's submittal of a report of specific public assistance-eligible persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and total PA-eligible bed days with all relevant "shelter authorization letters" attached, using forms to be supplied by the Department. Payments will be reconciled at periods to be predetermined by the Department, against an accounting of the total public assistance-eligible bed days anticipated for the period and actually provided.
 - b. Payment under the "Enhanced Performance" component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form. Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals and families achievement will be counted for these purposes, regardless of PA-eligibility status.
 - c. Note that if utilization levels fall below the agreed-upon minimum levels indicated below, a downward adjustment will be made at the time of periodic reconciliation. In the event that reimbursement is withheld due to failure to meet minimum utilization levels, the amount will be commensurate with the extent of the facility's failure and will be restored to the extent that subsequent totals exceed projections. No adjustment will be made for utilization levels in excess of the annual targeted minimum. However, bed days provided in excess of the minimum may be used to offset shortfalls during another period.

2. The Provider will be “held harmless” from fiscal penalty for failure to achieve designated levels under either the “Room and Board” or “Enhanced Performance” components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following.
- a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period, a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.
 - b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period despite compliance with standards for admissions decisions involuntary discharges and bed hold policies.
 - c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.

Performance/Per Diem - Based Contract Summary

Dates of Operation: 7/1/2021 – 06/30/2022, 365 operating days
 Maximum Shelter Capacity: 60 units (48 motel units)
 Maximum Contract Amount: \$1,300,000.00

Room and Board Maximum: \$910,330
 Minimum PA-Eligible units: 4,380
 Average per Night PA Performance Based - Eligible units: 12

Enhanced Performance-Based Funding: \$389,670

Payment will be issued based on meeting an average of 75% of designated milestone levels.

See Exhibit 3 for proposed performance targets and milestones.

EXHIBIT 3

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**

Shelter: The Altamont Program at Schuyler inn

Enhanced Performance-Based Component: \$389,670

Maximum Shelter Capacity: 60 units (48 motel units)

Minimum PA-Eligible Bed Days: 4,380

Average per Night PA-Eligible Beds: 12

Completed Reports should be sent electronically to

David.Bradley@albanycountyny.gov
 Lindsay.Peters@albanycountyny.gov
 Joe.DeAngelis@albanycountyny.gov

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of unduplicated individuals who were newly admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of unduplicated families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

3 days or less	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
<15 days												
16-30 days												
31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												
Milestone #2												

<p>For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):</p>												
# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
Mental Health Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Substance Abuse Treatment												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Adult Protective Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Rep Payee Services

Linked

Engaged

Already Engaged

Continues to be Engaged

Re-Engaged

Not Applicable

Primary Care Physician Assistance

Linked

Newly Engaged

Already Engaged

Continues to be Engaged

Re-Engaged

Not Applicable

Health Care Services
(other than PCP services e.g. dental, chronic disease mgmt., etc.)

Linked

Newly Engaged

Already Engaged

Continues to be Engaged

Re-Engaged

Not Applicable

Milestone #2 (cont'd)

Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec

Health Insurance (other than Medicaid)

Linked

Newly Engaged

Already Engaged

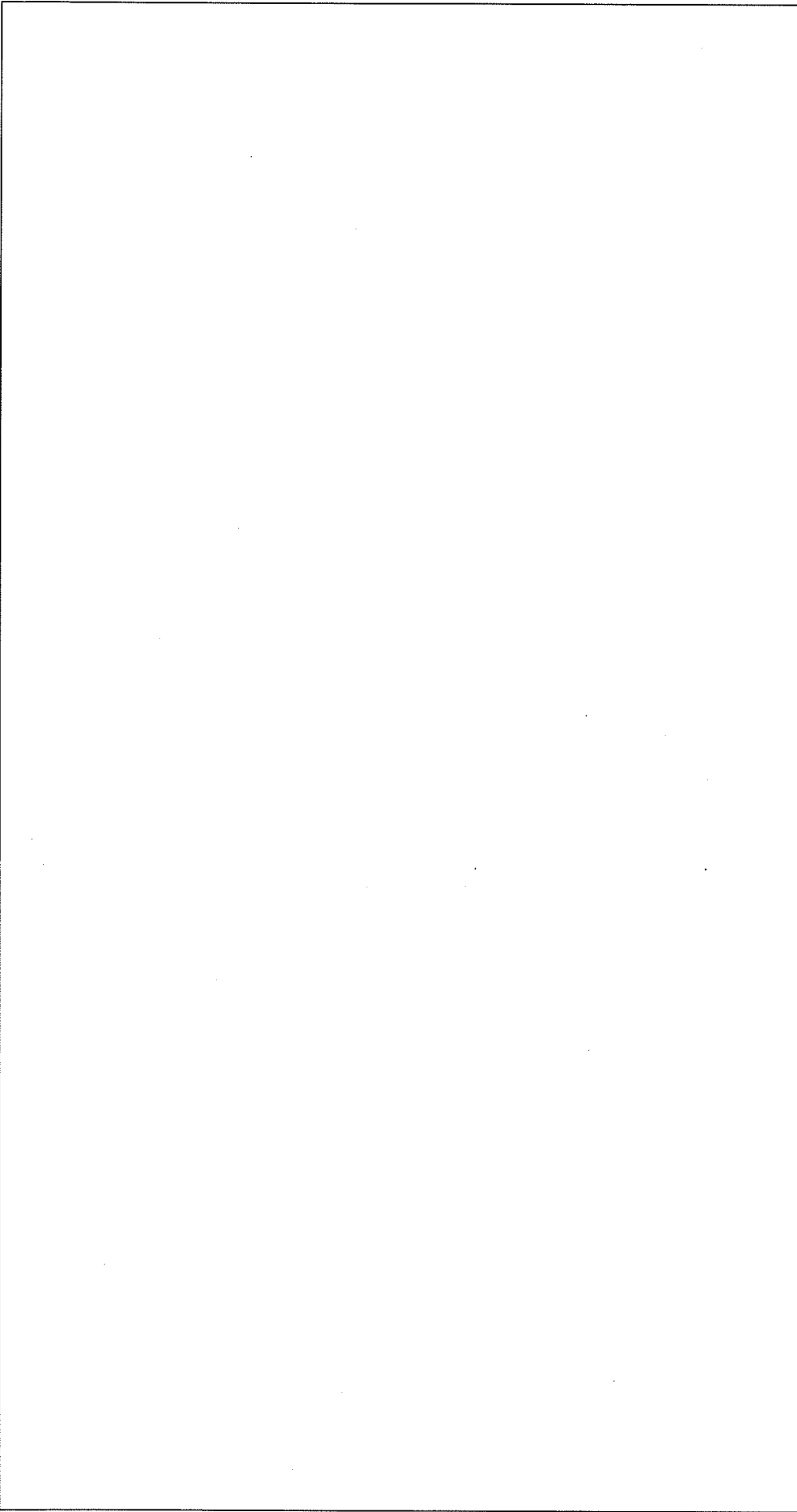
<p>Employment Services</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>	<p>Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>	<p>Housing Related Services (completing housing apps, conducting apt. searches, etc.)</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>	<p>Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)</p> <p>Linked</p> <p>Newly Engaged</p>
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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Children Support (e.g. after school program, summer camps, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3												
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no income</u> or <u>benefits at admission</u> .												
Number of clients who apply for employment												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												
Milestone #4												
Actual # of Shelter Clients with earned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												
Actual # of Shelter Clients with unearned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												

Overall avg. percentage of income clients paid towards their required shelter costs (total amount of what all clients are required to pay divided by total amount of income collected)

Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):												
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Met HMIS reporting requirements												
Comments/Notes												



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., Schuyler Inn
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, Sections 33.13 or 33.16, 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 July 1, 2021 – June 30, 2022. 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)
5/3/2021

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.

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.

PRODUCER: Commercial Coverage, Inc.
CONTACT NAME: Monica Mello
PHONE: (518) 602-2024
FAX: (518) 602-0236
E-MAIL ADDRESS: mmello@commercialcoverage.com
INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Co
NAIC #: 18058

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Property.

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 CANCELLATION

Albany County Department of Social Services
62 Washington Ave
Albany, NY 12210

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
[Signature]



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 123042627
--

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

POLICY NUMBER A1400 994-8	CERTIFICATE NUMBER 491553	POLICY PERIOD 10/25/2020 TO 10/25/2021	DATE 5/3/2021
-------------------------------------	-------------------------------------	--	-------------------------

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](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

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 788755602



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine's Center for Children to operate the Marillac Residence.

The Marillac Residence is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA.

Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3224, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (St. Catherine's)

Date: 3/17/2022
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

St. Catherine's Center for Children-Marillac Residence
40 North Main Avenue, Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,126,000.00

Scope of Services: Operation of a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: 18NYCRR - Parts 352.8 and 900

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 4609 AA6140 3640
Revenue Amount: \$1,617,609, \$147,433

Appropriation Account and Line: AA6109 44046 AA6140 44046
Appropriation Amount: \$1,617,609 \$508,391

Source of Funding - (Percentages)

Federal: 76%
State: 7%
County: 17%
Local: .

Term

Term: (Start and end date) 7/1/2022 - 12/31/2023
Length of Contract: 18 months

Impact on Pending Litigation

Yes No

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 111
Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine's Center for Children to operate the Marillac Residence.

The Marillac Residence is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Authority is requested to pay the State-established per diem, as reflected herein, or as subsequently promulgated by NYS. The current State-established per diem rate is \$161.78 per family.

Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services. Marillac provides three meals a day for residents.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension.

For calendar year 2021, 69 families were served.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND**

ST. CATHERINE'S CENTER FOR CHILDREN

PURSUANT TO RESOLUTION NO. 111, ADOPTED 4/12/2021

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and St. Catherine's Center for Children (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to Social Services Law and Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law and Title 18 NYCRR 352.8, require local districts to provide emergency assistance to eligible homeless persons, and authorizes payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, Albany County is desirous of contracting with the Provider for the operation and management of a Tier II Family Shelter, pursuant to the provisions of 18 NYCRR 900 et seq., on the premises located at 195 Washington Avenue Extension, Albany, New York, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless families residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services for families at the Marillac Residence, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof.

ARTICLE II. SCOPE OF SERVICES

The Provider will operate, manage and evaluate a Tier II Family Shelter program, pursuant to 18 NYCRR 900 and the facility Operational Plan, as submitted by the Department and approved by NYS Office of Temporary and Disability Assistance (NYSOTDA), or as subsequently amended, and as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 195 Washington Avenue Extension, Albany, New York 12205.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior, written approval has been secured and attached as an amendment to this Agreement.

The Provider agrees to assume full responsibility for the maintenance, repair and security of all facility buildings and grounds, except as otherwise provided herein.

All capital improvements and/or capital repairs will be implemented under the direction and control of the County, with the assistance and cooperation of the Provider. A. "capital improvement or capital repair" means an improvement or repair that adds to the value of the facility or extends the useful life of the facility. The parties acknowledge that as owner of the facility the County is required to comply with state and local competitive bidding requirements, as well as the prevailing wage rate provisions of Labor Law section 220 that apply to "public works" projects. To illustrate, the replacement of the facility roof constitutes a "public works" project that triggers competitive bidding and prevailing wage rate requirements. The County remains responsible for the cost of all capital improvements and capital repairs. The parties agree that funds maintained in either a replacement fund, rent fund or capital fund will be available for and may be utilized by the County for capital improvements or repairs.

In the event of an emergency involving the failure of an essential building system (ex. HVAC, sewer pump, fire sprinkler system), the direct replacement of such system shall be coordinated between the County Department of General Services and the Provider's maintenance staff. The replacement of such items constitutes a capital improvement such that the prevailing wage rate would apply.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached thereto and made a part hereof.

The Provider specifically agrees to perform or assist homeless families to obtain services and achieve housing permanency as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these schedules and exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed **ONE HUNDRED SIXTY-ONE DOLLARS AND 78/100 (\$161.78)** per day, per public assistance-eligible family, as full compensation for the Service described under this Agreement. Said amount represents the operating component of the facility per diem rate approved by NYSOTDA.

The above-specified per diem rate has been established by New York State. Any change in the rate, as established by New York State, will immediately, upon its effective date, take precedence over the rate specified in the above paragraph.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

The Provider agrees that the Department may at any time during the term of this Agreement, elect to reduce the per diem rate paid to the Provider in an amount not to exceed an annual total of \$9,931, representing the State approved budgeted amount for replacement reserve costs. The amount of this reduction will be determined based upon an amount of funds to be retained by the Department for a capital reserve, minus an amount to be retained by St. Catherine's for equipment and furnishing replacement reserve.

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVI. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVII. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2021 and will continue in effect through June 30, 2022 . It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. LICENSES

The Provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVIII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or

Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

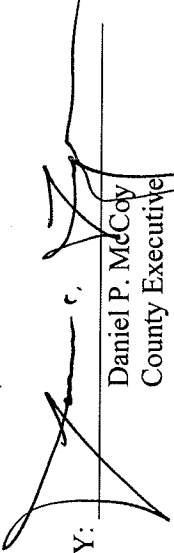
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: 2/17/2022

BY: 

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

DATE: 5/24/2021

ST. CATHERINE'S CENTER FOR
CHILDREN - MARILLAC RESIDENCE

BY: 

Name



Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 17th day of February, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

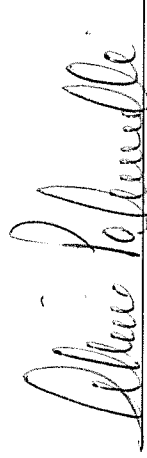


EUGENIA K. CONDON
Notary Public
No. 02C04969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 24th day of May, 2021, before me, the undersigned, personally appeared FRANK FIDIGAK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ALICIAM. POLVERELLI
Notary Public, State of New York
Registration No. 01PO6384613
Qualified in Albany County
Commission Expires 12/17/2022



NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

Combined Single Limit:

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____
Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Slattery's Center for Children
Organization
Authorized Signature
Executive Director
Date
5/24/02

SCHEDULE D


Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

St Catherine's Center for Children
Organization


Authorized Signature

Executive Director
Title

5/24/2021
Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Service Provision Responsibilities

The Provider will provide emergency shelter services to eligible homeless families under this Agreement, as follows.

- I. Service Definition - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for homeless families determined to be in need of temporary accommodations, supervision and services. Emergency/transitional shelter services for these purposes will be provided through an approved Tier II Family Shelter, in accordance with Part 900 of NYS regulations.
- II. Eligible Families - An eligible family shall be defined as a family composed of two or more persons, including at least one minor child, or a pregnant woman who has no other children living with her, who are not domiciled or residing in a temporary shelter, and:
 - Constitute a household in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, and any other persons related to a member of such household who are eligible for Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income; or
 - Although not currently in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, applies for such benefits and are found eligible for participation in such programs.
- III. Service Provision - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances, and most particularly those specified in 18 NYCRR 900. The Provider hereby certifies that it is a NYS approved Tier II Family Shelter and will maintain compliance with all related laws, regulations and NYS directives. In the event that the Provider should fail to maintain NYS approval as a Tier II Family Shelter, this Agreement shall terminate immediately, in accordance with the provisions outlined in Section XIX of this Agreement.

In the event that the Provider should become knowingly non-compliant with any aspect of applicable statutes, regulations, codes and ordinances, verbal notification shall be immediately provided to the Department, followed by written notification within 48 hours, specifying the nature of the non-compliance and the Provider's plan for addressing the problem, including specific actions to be taken and projected time-frames for achieving compliance.

In the event that a NYSOTDA inspection of the facility identifies area of non-compliance, the Provider shall submit to the Department, within 7 days of receipt of the inspection report from either NYSOTDA or the Department, a written plan indicating the specific actions, which will be taken in order to achieve compliance within the required 30 days regulatory period. The Provider shall also immediately notify the Department in writing when it has achieved full

compliance through addressing all areas of non-compliance, or if it is anticipated that compliance will not be achievable within the required 30 days.

The Provider will maintain service provision that is consistent with the requirements of 18 NYCRR 900 and any other applicable NYS regulations. Service provision will also be consistent with the facility's Operational Plan, as submitted by the Department to NYSOTDA and approved by NYSOTDA. No substantive changes shall be made to service provision without approval by the Department and NYSOTDA through revision of the Operational Plan or other appropriate means.

The Provider will immediately notify the Department of any incidents involving resident endangerment, injury or death, significant damage to the facility buildings or grounds, or other circumstances of a similarly significant nature. In such instances, verbal notification shall be provided as soon as practicable on the same or next working day, to be followed within 48 hours by a written notification of the specifics of the incident or circumstances.

EXHIBIT 2

RATE FOR SERVICE/FISCAL REPORTING

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

- a) A per diem rate as specified in Article X, per public assistance-eligible family, will be utilized in calculating reimbursement due to the Provider.
- b) In the event that NYS should increase or decrease the per diem rate applicable to the Provider's Tier II Family Shelter, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter "bed days" provided to an eligible person(s) as follows.

- a) The Department will reimburse the Provider for shelter stays of families who have appropriately established eligibility under Family Assistance, Emergency Assistance for Families (EAF), Safety Net, or Emergency Assistance for Adults (EAA).
- b) Eligibility determinations, shelter reimbursements and payment of benefits to, or on behalf of the recipient, will be made in compliance with current federal and State regulations.
- c) In the instance that a resident has an alternate and available source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will develop and submit for the Department's review, a procedure for the collection of residents' share of shelter costs. The Provider will be directly responsible for collection of any remaining amount directly from the resident.
- d) The Provider will bill the Department for each resident determined eligible for reimbursement by the Department. The billing format will include the name of each resident and the actual dates of shelter stay charged. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.
- e) The Provider will be responsible for directly billing other local social services districts, in the event that they are fiscally responsible for the shelter stay of a resident family.
- f) In the event that NYSOTDA withholds reimbursement from the Department as a penalty resulting from the Provider's non-compliance with Part 900 regulatory requirements, the Department will reserve the right to pass this penalty on to the Provider. Such will occur at the sole discretion of the Department and will assume that both the Department and the Provider have cooperated in such efforts, as are proscribed by Part 900 regulation, to prevent the assessment of such penalty by NYSOTDA.

III. Fiscal Reporting

- a) The Provider shall be responsible for submittal of the following to the Department.
 - Immediately upon availability, a copy of the agency's annual, certified financial statements.
 - By no later than February 15th of each year, a report of facility expenditures for the prior calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
 - By no later than February 15th of each year, a proposed operating budget for the current calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
- b) The Provider shall notify the Department in advance of any significant proposed change to the facility budget. Prior to implementation of such change, the Provider must have received such written authorization of the Department and/or NYS Office of Temporary and Disability Assistance, as may be required.
- c) All budgetary information and reports required under this section shall be submitted to the designated Department contract manager.

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 St. Catherine's Center for Children.
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 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 or Mental Hygiene Law, Sections 33.13 or 33.16, 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 July 1, 2020 – June 30, 2021. 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 New York State Social Service 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 Coverage

Date: 5/15/2020

Certificate Holder
The Roman Catholic Diocese of Albany
40 North Main Avenue
Albany, NY 12203

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St. Catherine's Center for Children
40 North Main Avenue
Albany, NY 12203

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability	9072	7/1/2020	7/1/2021	Each Occurrence General Aggregate Products-Comp/OP Agg Personal & Adv Injury Fire Damage (Any one fire) Med Exp (Any one person)
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made				1,000,000 1,000,000
Excess Liability				Each Occurrence Annual Aggregate
Other	SI	7/1/2020	7/1/2021	Each Occurrence Claims Made Annual Aggregate Limit/Coverage
Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language) Coverage only extends for claims arising out of the Agreement by and between Albany County and St. Catherine's Center for Children for providing emergency/transitional shelter services at Marillac Family Shelter located at 195 Washington Avenue, Albany, NY 12205, for the term of the certificate. Includes \$1,000,000 property damage liability.				

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239.

Holder of Certificate

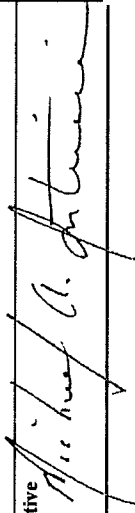
Additional Protected Person(s)

County of Albany
Department of Social Services
112 State Street
Albany, NY 12207

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0085006080

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2020
Cancellation Date of Endorsement: 7/1/2021

Certificate Holder: The Roman Catholic Diocese of Albany
40 North Main Avenue
Albany, NY 12203

Location: St. Catherine's Center for Children
40 North Main Avenue
Albany, NY 12203

Certificate No. 9072 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

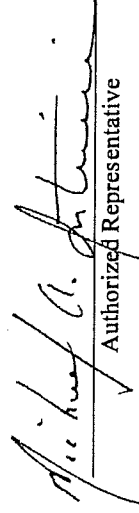
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
County of Albany
Department of Social Services
112 State Street
Albany, NY 12207

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of the Agreement by and between Albany County and St. Catherine's Center for Children for providing emergency/transitional shelter services at Marillac Family Shelter located at 195 Washington Avenue, Albany, NY 12205, for the term of the certificate. Includes \$1,000,000 property damage liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239.


Authorized Representative



**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: St. Catherine's Center for Children
WCB #: W591127
Tax ID #: 141338455
Qual Date: 9/1/1978

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the Workers'
Compensation Board this 1st day of June 2020.

KIM MCCARROLL
SECRETARY

Status Confirmed By
Krystle Freedman

6/1/2020

Certificate of Coverage

Date: 5/15/2020

Certificate Holder
The Roman Catholic Diocese of Albany
40 North Main Avenue
Albany, NY 12203

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St. Catherine's Center for Children
40 North Main Avenue
Albany, NY 12203

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability	9072	7/1/2020	7/1/2021	Each Occurrence General Aggregate 1,000,000
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made				Products-Comp/OP Agg Personal & Adv Injury Fire Damage (Any one fire) 1,000,000
Excess Liability				Med Exp (Any one person) Each Occurrence Annual Aggregate
Other Automobile Liability	SI	7/1/2020	7/1/2021	Each Occurrence Claims Made Annual Aggregate Limit/Coverage 500,000

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage only extends for claims arising out of the Agreement by and between Albany County and St. Catherine's Center for Children for providing emergency/transitional shelter services at Marillac Family Shelter located at 195 Washington Avenue, Albany, NY 12205, for the term of the certificate. Includes \$1,000,000 property damage liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239.

Holder of Certificate

Additional Protected Person(s)

County of Albany
Department of Social Services
112 State Street
Albany, NY 12207

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0085006080

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2020
Cancellation Date of Endorsement: 7/1/2021

Certificate Holder: The Roman Catholic Diocese of Albany
40 North Main Avenue
Albany, NY 12203

Location: St. Catherine's Center for Children
40 North Main Avenue
Albany, NY 12203

Certificate No. 9072 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

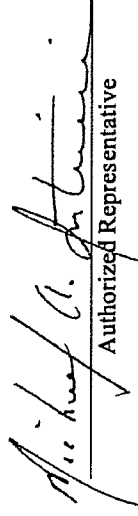
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
County of Albany
Department of Social Services
112 State Street
Albany, NY 12207

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):
Coverage only extends for claims arising out of the Agreement by and between Albany County and St. Catherine's Center for Children for providing emergency/transitional shelter services at Marillac Family Shelter located at 195 Washington Avenue, Albany, NY 12205, for the term of the certificate. Includes \$1,000,000 property damage liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239.


Authorized Representative



**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: St. Catherine's Center for Children
WCB #: W591127
Tax ID #: 141338455
Qual Date: 9/1/1978

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the Workers'
Compensation Board this 1st day of June 2020.

KIM MCCARROLL
SECRETARY

Status Confirmed By
Krystle Freedman

6/1/2020



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Services districts are required to provide temporary shelter for homeless persons. Therefore, authorization is requested to renew a contract with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons in Albany County within a 30 bed facility serving both males and females.

This IPH shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons. The shelter provides three meals per day, case management and supportive services to assist clients in addressing their barriers to permanent housing.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3225, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (Interfaith Partnership)

Date: 3/17/2022
 Submitted By: Joseph DeAngelis
 Department: Social Services
 Title: Contract Administrator
 Phone: 518-447-7583
 Department Rep.
 Attending Meeting: Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Interfaith Partnership for the Homeless
176 Sheridan Avenue, Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,155,000

Scope of Services: Emergency and transitional shelter for homeless persons, including room and board within a 30 bed facility serving both male and female, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$42,000 \$257,810.00 \$112,000.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$42,000 \$889,000.00 \$224,000.00

Source of Funding - (Percentages)

Federal: 4%
State: 32%
County: 64%
Local: .

Term

Term: (Start and end date) 7/1/2022-12/31/2023
Length of Contract: 18 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 109
Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

Local Social Services districts are required to provide temporary shelter for homeless persons. Therefore, authorization is requested to renew a contract with Interfaith Partnership for the Homeless (IPH) to provide emergency and transitional shelter for homeless persons in Albany County within a 30 bed facility serving both males and females.

This IPH shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons or other individuals who have special needs/disabilities such as mental illness, alcohol/substance abuse, developmental disability or medical frailty. The shelter has one 15 bed room for males and one 15 bed room for females. The shelter provides three meals per day for residents.

Performance of the contractor in conducting case management and housing placement assistance is tracked by DSS; the provider assists residents in applying for Temporary Assistance, SSI/SSD and other benefits which may assist them in reducing barriers to homelessness, help address other factors that underlie their homelessness and secure permanent housing or appropriate residential placement. During calendar year 2021, 165 residents were served.

Pursuant to 17-ADM-04 NYS requires shelters to submit calendar year budgets. Since our current contract run from July 1, 2021 thru June 30, 2022 we are making this a one time 18 month contract until the end of 2023 and thereafter renewing contracts on a calendar year basis.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
INTERFAITH PARTNERSHIP FOR THE HOMELESS**

PURSUANT TO RESOLUTION NO. 109, ADOPTED 4/12/2021

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Interfaith Partnership for the Homeless (hereinafter referred to as the "Provider") , a non-profit organization having its principal office at 176 Sheridan Avenue, Albany, New York 12210.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law Title 18 NYCRR 352.8 requires local districts to provide emergency assistance to eligible homeless persons, and authorize payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at Interfaith Partnership for the Homeless, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient, and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: **176 Sheridan Avenue, Albany, New York 12210**

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior, written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Both parties in writing must mutually agree to any requests by either party to the Agreement for modifications to the provision of these exhibits before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedule and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available

to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will advise applicants and recipients of their right to appeal.

The County shall notify applicants and recipients of care and services of their right to a fair hearing, where applicable, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of this Agreement, the Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE X. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and

sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept up to a total amount, not to exceed, **SEVEN HUNDRED AND TWENTY THOUSAND AND 00/100 DOLLARS (\$720,000.00)** as full compensation for the Service described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2021 and shall continue in effect through June 30, 2022. It is agreed by the Provider that the Department will not pay for performance without this Agreement.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that the County, State, and/or other funding sources will have previously paid no part of any submitted claim.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

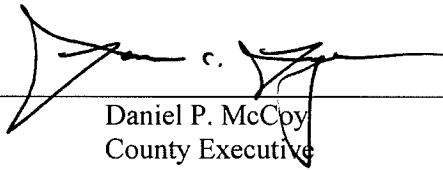
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


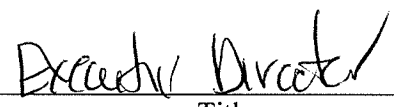
COUNTY OF ALBANY

DATE: 5/11/2021

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

INTERFAITH PARTNERSHIP
FOR THE HOMELESS

DATE: 4/29/21

BY: 
Signature

Title


STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 14th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




EUGENIA K. CARR
NOTARY PUBLIC
Notary Public - State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 29th day of April, 2021, before me, the undersigned, personally appeared Janine Robitaille personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

AMANDIA L CARR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6308066
Qualified in Albany County
My Commission Expires 07-21-2022



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____

By: _____

Signature

Title

SCHEDULE C

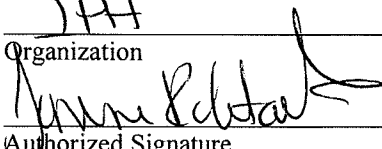
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

JAA

 Organization


 Authorized Signature
 Executive Director

 Title
 4/29/91

 Date

SCHEDULE D

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

IAH
 Organization

[Signature]
 Authorized Signature

Executive Director 4/20/11
 Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition-** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons-** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision-** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

1. Assures the protection of resident's rights and
2. Promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf or on behalf of other residents, to the Provider, the Department or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others or from destroying property.
11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.

12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently or by assistance and supervision. In addition, the Provider shall not accept nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level egress.
- 1 The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
- 2 Upon receipt of a referral the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and wellbeing of either the referred individual and/or other residents.
- 3 In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to: Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers, and medical providers.
- 4 With regard to individuals who present as intoxicated, either at the time of referral for admission or at any other point in their stay, the Provider agrees to develop and follow a specific protocol for assessment of the appropriateness of admission/retention and linkage to alcohol treatment and/or medical providers. Every effort will be made by the Provider to develop and implement this protocol in cooperation with other appropriate agencies, including but not limited to Albany County Mental health Department, local hospitals and other such entities. The Provider further agrees to diligently implement this protocol to the fullest extent possible and to communicate and cooperate with all involved parties in seeking resolution to any implementation problems that may arise whether they are case-specific or systemic in nature.

The Department reserves the right to review and approve the protocol which is developed, related to its use as a vehicle for safeguarding the health and safety of Interfaith Partnership residents, as required under the terms of this Agreement.

- 5 With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient), and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
- 6 The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances
- 7 The Provider shall not admit or retain a number of persons in excess of 30.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment, which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall ensure the continued maintenance of the facility. All buildings, grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast, lunch and evening meals, to be served at regularly scheduled times.
- c. The Provider shall insure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
- d. Off-site food preparation will be permitted only if nutritional and sanitary standards are maintained as well as any standards which may be required by the State and/or local Commissioners of Health.

- e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services

- a. Supervision services shall include, but not be limited to:
- intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - Guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
- make arrangements for transfer of such resident to an appropriate medical facility and
 - notify the resident's representative or next of kin if known.
- d) In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
- arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative or next of kin if known and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e) In the event of the serious injury or death of a resident the Provider shall:
- immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative and
 - notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 24/7 basis, in order to ensure appropriate resident access to the site as further described under Section F.
- i. The Provider may utilize trained volunteers in lieu of paid staff, and agrees to assume full responsibility for training and supervision of volunteers used as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.

- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident's Shelter Budget

- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
- b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
- c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services

- a. The Provider shall have knowledge of and linkages with community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

- 1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and resident rights and obligations while residing in the facility.
- 2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. Upon request, the resident will be provided written notice of the discharge decision and of the reasons thereof.
 - b. If criminal activity may have occurred the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adults, protective services for children or for other social services will be evaluated and an appropriate referral made, if practical and necessary.

- d. If the resident to be discharged is a minor child or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support are made available for the minor child and family.
- e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols relating to implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities, and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided as specified in Article VI of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
3. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of the governing waiver from NYSDSS.

At a minimum, the following specific guidelines will apply although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
 - b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
 - c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
5. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
- a. No more than one period of stay (i.e. consecutive days) per month.

- b. A single period of stay may consist of no more than 5 consecutive days.
 - c. No more than three (3) stays in a six month period or during more than three consecutive months.
6. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial.
 7. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 8. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider in the amount specified in Article XI, as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and TA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled on a quarterly basis, based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided. Short-falls not justified through the "hold harmless" provisions outlined below will result in a payment adjustment commensurate with the extent of the short-fall.
 - b. Payment under the "Enhanced Performance" component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form. Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals' achievement will be counted for these purposes, regardless of PA-eligibility status.
 - c. Additional Hospital discharge/disabled room and board component will be authorized on a monthly basis to the provider, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay and PA eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. All milestone achievements will be anticipated with no reimbursement only for the room and board cost. Utilization of bed space and reimbursement will be based on need only.
2. The Provider will be "held harmless" from fiscal penalty for failure to achieve designated levels under either the "Room and Board" or "Enhanced Performance" components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At a minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period, a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and b)

facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period, despite compliance with standards for admissions decisions, involuntary discharges and bed hold policies.
 - c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion to renegotiate criteria.
6. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed-upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.

Performance-Based Contract Summary

Dates of Operation: 7/1/2020- 6/30/2021 (365 operating days)

Maximum Shelter Capacity: 30 beds, 10,950 bed days

Maximum Contract Amount: \$720,000

Room and Board Component: \$518,000

Minimum PA-Eligible Bed Days: 9,125

Average per Night PA-Eligible Beds: 25 (including 8 medical beds (lower bunk))

Enhanced Performance-Based Component: \$202,000

The maximum contract capacity is 30 beds. Minimum PA-Eligible bed days for this contract period are 25 daily and 9,125 bed nights yearly. **Performance target and milestone enhancement are as follows for this contract term:**

Shelter: Interfaith Partnership for the Homeless

Enhanced Performance-Based Component: \$202,000

Maximum Shelter Capacity: 30

Minimum PA-Eligible Bed Days: 9,125

Average per Night PA-Eligible Beds:25

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**

Completed Reports should be sent electronically to

David.Bradley@albanycountyny.gov

Lindsay.Peters@albanycountyny.gov

Joe.DeAngelis@albanycountyny.gov

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of unduplicated individuals who were newly admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of unduplicated families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												

<15 days	16-30 days	31-60 days	61-90 days	91-120 days	121-180 days	181 or more days	No Show	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec	

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
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For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.																				
Mental Health Services																				
Linked																				
Newly Engaged																				
Already Engaged																				
Continues to be Engaged																				
Re-Engaged																				
Not Applicable																				
Substance Abuse Treatment																				
Linked																				
Newly Engaged																				
Already Engaged																				
Continues to be Engaged																				
Re-Engaged																				
Not Applicable																				
Milestone #2 (cont'd)																				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec								
Adult Protective Services																				
Linked																				
Newly Engaged																				
Already Engaged																				
Continues to be Engaged																				
Re-Engaged																				
Not Applicable																				
Rep Payee Services																				
Linked																				
Engaged																				

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Primary Care Physician Assistance												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Health Care Services (other than PCP services e.g. dental, chronic disease mgmt., etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Health Insurance (other than Medicaid)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Legal Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Domestic Violence Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Employment Services												
Linked												
Newly Engaged												

<p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>
<p>Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>
<p>Housing Related Services (completing housing apps, conducting apt. searches, etc.)</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p> <p>Not Applicable</p>
<p>Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)</p> <p>Linked</p> <p>Newly Engaged</p> <p>Already Engaged</p> <p>Continues to be Engaged</p> <p>Re-Engaged</p>

Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Children Support (e.g. after school program, summer camps, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
80% of individuals, while in shelter, will obtain or increase income. (unduplicated numbers)												
Number of clients who report <u>no</u> income or benefits at admission.												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												
Milestone #4												
Actual # of Shelter Clients with <u>earned income</u> paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												
Actual # of Shelter Clients with <u>unearned income</u> paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												
Milestone #5												

Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6												
Met HMIS reporting requirements												

Comments/Notes

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 Interfaith Partnership for the Homeless.
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, Sections 33.13 or 33.16, 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 July 1, 2021 - June 30, 2022. 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)

4/20/2021

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).

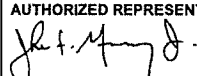
PRODUCER Rose & Kiernan, Inc. 99 Troy Road East Greenbush, NY 12061	CONTACT NAME: _____	PHONE (A/C, No, Ext): (518) 244-4245	FAX (A/C, No): (518) 244-4262
	E-MAIL ADDRESS: _____		
INSURED Interfaith Partnership for the Homeless Inc 176 Sheridan Avenue Albany, NY 12210	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Ins Co.		18058
	INSURER B : _____		
	INSURER C : _____		
	INSURER D : _____		
	INSURER E : _____		

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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		PHPK2263945	4/18/2021	4/18/2022	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	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK2263945	4/18/2021	4/18/2022	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB764580	4/18/2021	4/18/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Albany is listed as an Additional Insured on the General Liability and Auto policies as required by written contract.

CERTIFICATE HOLDER County of Albany Department of Social Services 162 Washington Avenue 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 
---	--

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141666321
INTERFAITH PARTNERSHIP FOR
THE HOMELESS INC
176 SHERIDAN AVE
ALBANY NY 12210



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER INTERFAITH PARTNERSHIP FOR 1300 MASSACHUSETTS AVE 3RD FLR TROY NY 12180

CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF SOCIAL SERVICES 112 STATE ST ALBANY NY 12207

POLICY NUMBER A 851 069-5	CERTIFICATE NUMBER 159704	POLICY PERIOD 12/05/2020 TO 12/05/2021	DATE 2/25/2021
-------------------------------------	-------------------------------------	--	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 851 069-5, 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](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 POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 80890526



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER
ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER
VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal is for two 19 bed facilities, one for adult males and one for adult females.

Therefore, authorization is requested to renew an agreement with Catholic Charities to provide emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3226, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (Catholic Charities)

Date:	3/17/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Catholic Charities of the Diocese of Albany
40 North Main Avenue, Albany, NY 12203

Amount/Raise Schedule/Fee: \$1,458,600
Scope of Services: Emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

File #: TMP-3226, Version: 1

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Scope of Services: \$31,144.00 \$347,728.00 \$114,196.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$31,144.00 \$1,199,063.00 \$228,393.00

Source of Funding - (Percentages)

Federal: 2%
State: 32%
County: 66%
Local: .

Term

Term: (Start and end date) 7/1/2022-12/31/2023
Length of Contract: 18 Months

Impact on Pending Litigation

Yes No

If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 110
Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This contract renewal is for two shelters for single individuals. Mercy House serves adult females and Lwanga serves adult males.

The provider assists residents in applying for Temporary Assistance, SSI/SSD and other benefits which may assist them in reducing barriers to homelessness, helps them to address other factors that underlie their homelessness and secure permanent housing or appropriate residential placement; the development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and linkage to services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. The shelters provide three meals a day for residents.

Emergency and Transitional Shelter Programs

Mercy House

12 St. Joseph's Terrace, Albany, New York 12210
Emergency Shelter, \$702,000, 19 Beds
Adult Females

St. Charles Lwanga Center

115 Grand Street, Albany, New York 12202
Emergency Shelter, \$756,600, 19 Beds
Adult Males

For calendar year 2021 Mercy House and St Charles Lwanga Center served 281 clients in total.

Pursuant to 17-ADM-04 NYS requires shelters to submit calendar year budgets. Since our current contracts run from July 1, 2021 thru June 30, 2022 we are making this a one time 18 month contract until the end of 2023 and thereafter renewing contracts on a calendar year basis.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY**

PURSUANT TO RESOLUTION NO.161, ADOPTED 5/11/2020

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Catholic Charities of the Diocese of Albany - St. Charles Lwanga Center (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law, Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law, Title 18 NYCRR 352.8 requires local districts to provide emergency assistance to eligible homeless persons, and authorizes payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at St. Charles Lwanga Center, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient, and assistance in carrying out this plan, as detailed under Exhibit 1 attached hereto and made a part hereof.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 115 Grand Street, Albany, New York 12202.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Appendices A and B attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these appendices must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE V. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE VI. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the

Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VII. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VIII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE IX. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The Provider shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE X. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany

County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **FIVE HUNDRED FOUR THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$504,400.00)** as full compensation for the Service described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

ARTICLE XII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XIII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIV. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall

not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XVI. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

This Agreement shall commence on July 1, 2020 and continue through June 30, 2021. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXIV. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

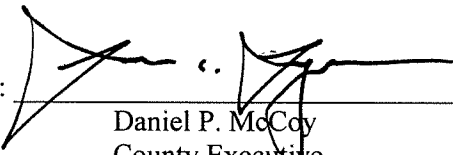
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


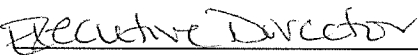
COUNTY OF ALBANY

DATE: 6/30/2020

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

CATHOLIC CHARITIES OF THE
DIOCESES OF ALBANY

DATE: May 26, 2020

BY: 
Name

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 31st day of June, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

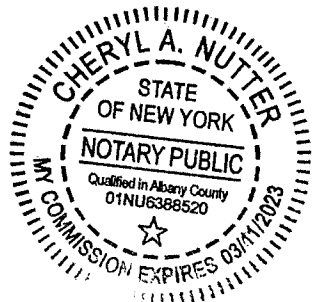
NOTARY PUBLIC

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 26 day of May, 2020, before me, the undersigned, personally appeared Sandra Young personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Cheryl A. Nutter
NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Sondra Young, do hereby affirm that during the term of Albany County's contract with St. Charles Living Center for the provision of Emergency Services, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: May 20, 2020

By: Sondra Young
Signature

Executive Director
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Catholic Charities Housing Office
Organization

Zondra King
Authorized Signature

Executive Director Title May 26, 2020 Date

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

I. Service Definition - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.

II. Eligible Persons - An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.

III. Service Provision - Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

- a. assures the protection of resident's rights, and
- b. promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such

is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision.

In addition, the Provider shall not accept, nor retain any person who:

- a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
 3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
 4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.

5. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient), and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards:
 - a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
 - b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
 - c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
 - d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
 - e. The Provider shall ensure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.
2. Food Service:
 - a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
 - b. The Provider shall provide breakfast, lunch and evening meals to be served at regularly scheduled times.
 - c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.

- d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
 - e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.
3. Supervision Services:
- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
 - b. All staff shall be trained in the means of rapidly evacuating the building.
 - c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
 - d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
 - e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - notify the appropriate local authorities.
 - f. The Provider shall maintain a record of all resident injuries or death.
 - g. The Provider shall designate staff to perform supervision functions during all hours of operation.

- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
 - i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
 - j. Staff shall be immediately accessible at all times while on duty.
 - k. Provision shall be made for backup staff.
 - l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.
4. Resident's Shelter Budget
- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
 - b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
 - c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.
5. Information and Referral Services:
- a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
 - b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with Providers of services essential to residents;
 - assisting residents to secure services needed.
 - c. The Provider shall utilize and cooperate with external service Providers and shall:
 - permit residents to meet in privacy with service Providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service Providers in establishing a relationship with those residents; and
 - cooperate with service Providers in executing a plan for service for individual residents.
 - d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones, as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
 - b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
 - d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
 - e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
 - f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
 - a) No more than one period of stay (i.e. consecutive days) per month.

- b) A single period of stay may consist of no more than 5 consecutive days.
 - c) No more than three (3) stays in a six month period or during more than three (3) consecutive months.
5. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
 6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview the Department will assume payment responsibility up to the date ineligibility is established.
 7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider in the annual amount as specified in Article XI as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and TA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled on a quarterly basis, based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided. Short-falls not justified through the "hold harmless" provisions outlined below will result in a payment adjustment commensurate with the extent of the short-fall.
 - b. Payment under the "Enhanced Performance" component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form. Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals achievement will be counted for these purposes, regardless of PA-eligibility status.
2. The Provider will be "held harmless" from fiscal penalty for failure to achieve designated levels under either the "Room and Board" or "Enhanced Performance" components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period,
 - a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and
 - b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining "due diligence", admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period, despite compliance with standards for admissions decisions, involuntary discharges and bed hold policies.
 - c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.
3. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed-upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.

II. Fiscal Reporting

1. As a condition of the execution of this Agreement, the Provider must submit to the Department a proposed facility budget for the contract year, specifying projections of all income and expenditures.
2. The Provider agrees to provide the Department with a copy of its annual fiscal audit.
3. All budgetary information and reports required under this section shall be submitted to the designated Department contact person.

III. Performance-Based Contract Summary

Dates of Operation: 7/1/2020 - 6/30/2021, 365 operating days

Maximum Shelter Capacity: 19 beds, 6,935 bed days

Maximum Contract Amount: \$504,400

Room and Board Maximum: \$348,675

Minimum PA-Eligible Bed Days: 5,840

Average Per Night PA-Eligible Beds: 16

Enhanced Performance-Based Funding: \$155,725

The maximum contract capacity is 19 beds. Minimum PA-Eligible bed days for this contract period are 16 daily and 5,840 bed nights yearly. Performance target and milestone enhancement are as follows for this contract term:

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**

Completed Reports should be sent electronically to

David.Bradley@albanycountyny.gov
Lindsay.Peters@albanycountyny.gov

Shelter: Lwanga Center
Enhanced Performance-Based Component: \$155,725
Maximum Shelter Capacity: 19
Minimum PA-Eligible Bed Days: 16
Average per Night PA-Eligible Beds: 16

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of <u>unduplicated</u> individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) <u>Duplicative number.</u>												
Total Number of <u>unduplicated</u> families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number)												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (<i>Unduplicated individuals</i>)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												
16-30 days												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attended appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

Primary Care Physician Assistance	Jan	Feb	Mar.	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Health Care Services (other than PCP services e.g. dental, chronic disease mgmt., etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Health Insurance (other than Medicaid)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Legal Services												
Linked												
Newly Engaged												
Already Engaged												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Domestic Violence Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Employment Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

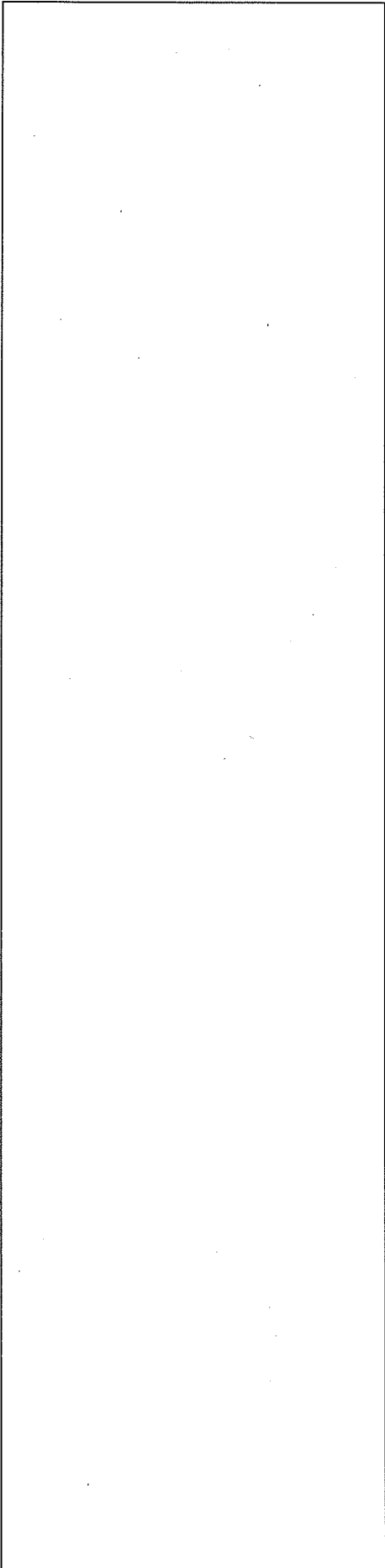
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Housing Related Services (completing housing apps, conducting apt. searches, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)												
Children Support (e.g. after school program, summer camps, etc.)												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3												
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no</u> income or benefits at admission.												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												

Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual # of Shelter Clients with earned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are required to pay divided by total amount of income collected</i>)												
Actual # of Shelter Clients with unearned income paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are required to pay divided by total amount of income collected</i>)												
Milestone #5												
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):												
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6												
Met HMIIS requirements												
reporting												
Comments/Notes												

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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 Catholic Charities of the Diocese of Albany – Lwanga Center.
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, Sections 33.13 or 33.16, 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 July 1, 2020 - June 30, 2021. 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 Coverage

Date: 6/11/2020

Certificate Holder
 The Roman Catholic Diocese of Albany
 40 North Main Avenue
 Albany, NY 12203

Covered Location
 Catholic Charities Housing Office
 41 North Main Avenue
 Albany, NY 12203

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

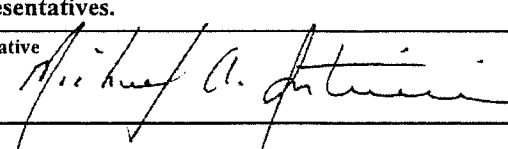
Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	9072	7/1/2020	7/1/2021	Each Occurrence
				General Aggregate
				Products-Comp/OP Agg
				Personal & Adv Injury
				Fire Damage (Any one fire)
Excess Liability				Med Exp (Any one person)
Other Automobile Liability	SI	7/1/2020	7/1/2021	Each Occurrence
				Claims Made
				Annual Aggregate
				Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends for claims arising out of the Agreement by and between Albany County and Catholic Charities Housing Office for St. Charles Lwanga Center, for the term of the certificate. Includes \$1,000,000 Property Damage Liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239-12.

Holder of Certificate	Cancellation
Additional Protected Person(s) Albany County 112 State Street Albany, NY 12207	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative 

0085006173

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2020

Cancellation Date of Endorsement: 7/1/2021

Certificate Holder: The Roman Catholic Diocese of Albany
40 North Main Avenue
Albany, NY 12203

Location: Catholic Charities Housing Office
41 North Main Avenue
Albany, NY 12203

Certificate No. 9072 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

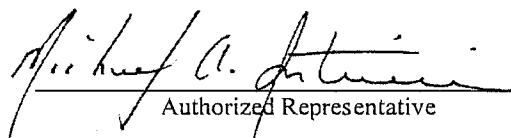
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Albany County
112 State Street
Albany, NY 12207

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of the Agreement by and between Albany County and Catholic Charities Housing Office for St. Charles Lwanga Center, for the term of the certificate. Includes \$1,000,000 Property Damage Liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239-12.


Authorized Representative



Workers' Compensation Board

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

**Office of the Secretary
Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Catholic Charities Housing

WCB #: W591127

Tax ID #: 141752466

Qual Date: 9/1/1978

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 12th day of June 2020.

Kim McCarroll

KIM MCGARROLL
SECRETARY

Status Confirmed By

John Scott

6/12/2020

CERTIFICATE OF EXCESS INSURANCE CONTRACT FOR SELF-INSURER

SAFETY NATIONAL CASUALTY CORPORATION

Name of Excess Insurance Carrier

1832 SCHUETZ ROAD

Address

ST. LOUIS, MO 63146

City, State, Zip Code

THIS IS TO CERTIFY that a Workers' Compensation Excess Insurance Contract has been issued by this Company as follows:

The Excess Insurance Contract is now in force and the Company will give the Chair, Workers' Compensation Board, Attention: Office of Self Insurance, 328 State Street, Schenectady, N.Y. 12305 not less than thirty (30) days written notice of cancellation or of any change to be made by the Company in said Contract. Such notice shall be sent by registered or certified mail or delivered by personal service as required in the Contract.

Name of

Self-Insurer THE ROMAN CATHOLIC DIOCESE OF ALBANY AND AFFILIATES W# 591127

Address 40 NORTH MAIN AVE., ALBANY, NY 12203

Contract

Number SP 4060412

Contract Effective July 01, 2019 until canceled.

Company's Limits of Liability Statutory each occurrence.

Self-Insurer's Retention \$ 600,000 each occurrence.

Dated this 10 day of June, 2019

SAFETY NATIONAL CASUALTY CORPORATION

Name of Excess Insurance Company

[Handwritten Signature]

Authorized Representative*

Seth A. Smith, Executive Vice President Underwriting

Print Name of Representative

314-995-5300

Phone Number including Area Code

*Attach evidence of authority
SI 21 (08/17)



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Via resolution 96 adopted 3/8/2021 approval was granted to contract with United Tenants of Albany to assist in implementing the Emergency Rental Assistance Program (ERAP) allocation, funded by the US Treasury.

Approval is now requested to amend the contract with United Tenants of Albany to extend the dates an additional six months to continue assisting the Albany County Department of Social Services (DSS) to provide assistance to eligible Albany County households that are unable to pay rent and/or utilities due to COVID-19. The original contract term date is March 31, 2022.

UTA will continue providing services on behalf of Albany County to Albany residents in the form of outreach and education regarding tenant protections provided by ERAP and targeted eviction prevention outreach for pandemic-impacted tenant hardships.

Although there are not currently funds available for tenants in our area through ERAP, once one applies for ERAP, they cannot be evicted because their lease has expired, or because they did not pay rent during the COVID-19 Pandemic. A good faith application to ERAP effectively provides COVID-19 impacted tenants with eviction moratorium protections. When they submit their ERAP application they will be provided with a notice with an application number. They can show the notice to their landlord, and to the Court if their landlord starts a proceeding in Court to evict them because their lease expired, they are a holdover tenant, or because they were unable to pay rent that would be eligible for coverage under ERAP.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3227, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (United Tenants)

Date:	3/30/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

United Tenants of Albany
255 Orange St, Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$0.00

Scope of Services: The Provider will continue to assist the Albany County Department of Social Services with a federal assistance program to prevent eviction of households experiencing financial hardship due to the Covid-19 pandemic.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: -

Revenue Amount: -

Appropriation Account and Line: -

Appropriation Amount: -

Source of Funding - (Percentages)

Federal: -

State: -

County: -

Term

Term: (Start and end date) 4/1/2022-9/30/2022

Length of Contract: 6 additional months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 96

Date of Adoption: 3/8/2021

Justification: (state briefly why legislative action is requested)

Via resolution 96 adopted 3/8/2021 approval was granted to contract with United Tenants of Albany to assist in implementing the Emergency Rental Assistance Program (ERAP) allocation, funded by the US Treasury.

Approval is now requested to amend the contract with United Tenants of Albany to extend the dates an additional six months to continue assisting the Albany County Department of Social Services (DSS) to provide assistance to eligible Albany County households that are unable to pay rent and/or utilities due to COVID-19. The original contract term date is March 31, 2022.

UTA will continue providing services on behalf of Albany County to Albany residents in the form of outreach and education regarding tenant protections provided by ERAP and targeted eviction prevention outreach for pandemic-impacted tenant hardships.

Although there are not currently funds available for tenants in our area through ERAP, once one applies for ERAP, they cannot be evicted because their lease has expired, or because they did not pay rent during the COVID-19 Pandemic. A good faith application to ERAP effectively provides COVID-19 impacted tenants with eviction moratorium protections. When they submit their ERAP application they will be provided with a notice with an application number. They can show the notice to their landlord, and to the Court if their landlord starts a proceeding in Court to evict them because their lease expired, they are a holdover tenant, or because they were unable to pay rent that would be eligible for coverage under ERAP.

Should additional funds be made available to the program during this time, as is being determined on the state level,

then UTA would then process those rental assistance funds as appropriate.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
UNITED TENANTS OF ALBANY
FOR THE
EMERGENCY RENTAL ASSISTANCE PROGRAM**

RESOLUTION NO. 96 ADOPTED 3/8/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 and United Tenants of Albany (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 255 Orange St., Suite 104, Albany NY 12210.

WITNESSETH:

WHEREAS, the Emergency Rental Assistance Program (ERAP) is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic; and

WHEREAS, the Department has received an award of funds from the US Treasury, under ERAP; and

WHEREAS, the Provider under the terms of its corporate authority has the power to provide the services set forth hereafter; and

WHEREAS, the Provider is a not-for-profit organization established in such a manner as to allow for the provision of the services set forth hereafter, and meets all State standards applicable to providers of such services; and

WHEREAS, the Department and the Provider are desirous of further specifying the mutual obligations and responsibilities of the parties;

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide Emergency Rental Assistance Program Services, as set forth in ARTICLE II, entitled "SCOPE OF SERVICES" and Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider shall assist the Department to carry out an Emergency Rental Assistance Program, as authorized by the US Treasury and as administered by the Department, and shall expend funds and otherwise perform under this Agreement as set forth herein and as more particularly described in the approved Project Work Plan and Budget which are annexed hereto and incorporated herein as Exhibit 1.

All program activity shall conform to the description thereof in Exhibit 1. Any substantive change in the approved program shall be carried out by amendment of Exhibit 1 and shall be at the sole discretion of the Department, and fully subject to the approval of the US Treasury and by written amendment of the Agreement between the Provider and the Department.

This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic. The scope of ERAP Services shall include the following.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

- Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- Demonstrates a risk of experiencing homelessness or housing instability; and
- Has a household income at or below 80 percent of area median income. NOTE priority will b given to households at 50% of area Median income or less.
- Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available.
- The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized.

ARTICLE III. TERM OF THE AGREEMENT

The term of this Agreement shall commence on March 15, 2021 and continue in effect through March 31, 2022. It is agreed by the Provider that performance under this Agreement shall be fully contingent upon execution of the contract with the Department under the Emergency Rental Assistance Program.

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required so that the County and the US Treasury will be able to fulfill their function and responsibility.

The Provider shall complete the service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and any Exhibits and Schedules attached hereto and made a part hereof.

ARTICLE IV. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00)**, as full compensation for the Services described under this Agreement. This amount includes financial assistance to be provided on behalf of eligible client households through a system approved by the Department.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 1.

The Provider shall submit its final claim to the Department under this Agreement within thirty (30) days of completion of program activities or upon termination of this Agreement.

ARTICLE V. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

The Provider agrees that the US Treasury shall have the same access to any books documents, records and other information relevant to the project as is provided to the County.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VI. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE VIII. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE IX. OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this Agreement shall remain the property of the County.

The results of any activity under this Agreement may not be published without prior written approval of the Department. Any publication of such results

- 1) shall acknowledge the support of the Department and the U.S. Treasury, and;
- 2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of either the Department or the U.S. Treasury.

ARTICLE X. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County.

ARTICLE XII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, until final acceptance by the County, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing work, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are

met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the County, and the COUNTY OF ALBANY is named as an additional insured.

ARTICLE XIV. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XV. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the County shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with Article V. Fees of this Agreement.

ARTICLE XVI. MODIFICATIONS

This Agreement may only be modified by a formal written amendment or change order executed by the County and the Provider.

ARTICLE XVII. PARTIAL INVALIDITY

If any term, provision, section, subdivision or paragraph of this Agreement shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XVIII. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XIX. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XX. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE XXI. LEGAL OPINIONS

The Department and the Provider agree that opinions prepared by consultant law firms construing the statutes or constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York, with a copy to the Department's contact person and the NYSOTDA Project Officer. It is expressly agreed, however, that the Department's subcontractors shall not be deemed consultant law firms to the Department, the County of Albany, NYSOTDA, or the State of New York.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XXIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XXIV. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXV. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXVI. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXVII. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXVIII. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXIX. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider shall be bound by the additional terms and conditions contained in all the Exhibits and Schedules which are attached hereto and made part hereof.

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider warrants that all statements, data and other information and material furnished by the Provider and set forth in Exhibit 1 or incorporated by reference are true, complete and correct.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

Any failure by the County or the US Treasury to declare a breach or to insist upon the strict performance by the Provider of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and Albany County and the US Treasury, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Provider of any and all of the covenants, terms and provisions of this Agreement to be performed by the Provider.

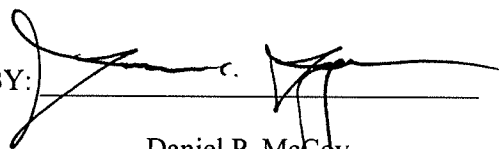
The Provider agrees to the following additional terms: 1) that the work performed by the Provider must be in accordance with the terms of the contract between the Department and the US Treasury for the performance of the Emergency Rental Assistance Program; 2) that nothing contained in this Agreement shall impair the rights of US Treasury under their contract with the Department; and 3) that nothing contained in this Agreement, nor in the contract between the US Treasury and the Department, shall be deemed to create any contractual relationship between the Provider and the US Treasury.

The Provider agrees to post any jobs that it creates or seeks to fill under this Agreement, through the New York State Department of Labor (<http://labor.state.ny.us>), notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this agreement must indicate that the position is funded with federal stimulus funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY


DATE: 4/20/2021

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

UNITED TENANTS OF ALBANY

DATE: 3/31/2021

BY: 
Signature

EXECUTIVE DIRECTOR
Title

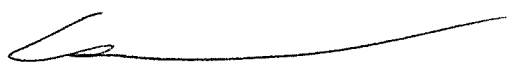
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 201_, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive of the County of Albany, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, he executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the our day of April, 2021, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Deputy County Executive of the County of Albany, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, she executed the instrument.



NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 31 day of March, 2021, before me, the undersigned, personally appeared Laurel A. Felts, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as duly authorized representative(s) of the Provider, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LINDA D. MACFARLANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6059775
Qualified in Saratoga County
My Commission Expires June 04, 2023


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Personal Injury	\$1,000,000

4. **Errors and Omissions Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, LARMA PERLES, do hereby affirm that during the term of Albany County's contract with UNITED TENANTS OF ALBANY for the provision of EMERGENCY RENTAL ASSISTANCE PROGRAM a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 3/31/2021

By: [Signature]
Signature

EXECUTIVE DIRECTOR
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

UNITED TENANTS OF ALBANY
Organization


Authorized Signature

EXECUTIVE DIRECTOR 3/31/2021
Title Date

EXHIBIT 1

United Tenants of Albany will provide Emergency Rental Assistant Program (ERAP) Services, consistent with the following elements provided by the Department and excerpted from the Provider's proposal. The Provider will provide ERAP services primarily to eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic. ERAP is for direct assistance, including rent, rental arrears, utility arrears and other expenses related to housing.

Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19; households with income at or below 80 percent of Area Median Income (households at or below 50% of area Median Income will be prioritized for assistance).

Eligible households may receive up to 12 months of assistance for rent, rent arrears, utility and home energy costs, utility or home energy arrears, plus an additional three months if there is a determination the additional months are needed to ensure housing stability and there are sufficient funds available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized. Assistance will be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once an eligible household's rental arrears has been reduced future rental assistance will only be approved at three month intervals. Households may reapply for additional assistance at the end of the three month period if needed and the overall time limit for assistance has not been exceeded.

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. In general, funds will be paid to the landlord or utility service provider.

Project Description:

This program will primarily fund the following direct positions as more detailed in the Provider budget:

Community Organizer (20%) - Engages difficult to reach and historically marginalized communities.

Rental Assistance Counselor (100%) - Dedicated staff person who will assist households with application completion/submission.

Community Engagement Coordinator - (40%) Coordinates engagement activities and conducts direct outreach.

Tenant Intake coordinator (20%) Will integrate rental assistance program into intake coordination of hotline and drop-ins.

Mobile Housing Counselors - (10%) for 3 FTE Housing Counselors who coordinate across programs and will link previous and current cases to assistance.

Outreach Advocate – (20%) Outreach activities will be dedicated to canvassing, outreach, and providing flyers for the ERAP Program.

Outreach:

eligible tenants about ERAP eligibility and benefits, how to apply and where to access case management and legal assistance. Outreach will be conducted in multiple languages. Outreach, approved by the Department, will include social media, virtual town halls, and educational flyers. Outreach will be prioritized to those individuals who are facing potential eviction, regardless of immigration status, especially in communities who:

- have a high percentage of households whose income is 50% of the Area Median Income (AMI); and
- have the highest unemployment rates; and
- have experienced the highest rate of COVID-19 infections during the pandemic.

Case Management, Application and Legal Assistance:

UTA will assist in prescreening Albany County residents to determine if they are eligible for ERAP, and if eligible, The Provider will assist the households in applying for ERAP benefits and securing required documentation of eligibility and need. The Provider will assist households to complete their online applications, upload documents or otherwise guide them through their own completion of the process. UTA will work with tenants and landlords to ensure that rental agreements, court stipulations or other agreements are in place to achieve ongoing housing stability after payment of the arrears. The Provider will seek renewed leases or other rental agreements for a term, reduced or waived ongoing rent, arrears, or late fees, or shifting some arrears, increased rent or payment of additional security to a future (non-pandemic) time. The Provider will work to ensure that the current tenancy is sustainable and is in safe housing. The Provider will ensure that tenants will feel empowered to speak about problems in their housing and utilize this time and funding to stabilize their housing situation not just for the present moment but for as long as possible.

The Provider will work to bridge technological issues that occur when appearing remotely when applying for ERAP or other financial assistance online. UTA will fill a need for in depth assistance to each household helping them to understand and secure emergency and long-term financial assistance, coordinating their efforts to secure that funding and overcoming technological issues that arise in utilizing online portals

The support and navigation efforts of UTA will ensure that evictions will be prevented, and clients will maximize benefits available to them to ensure ongoing housing stability and more households can be served with more in-depth assistance and support.

COLLABORATION AND COORDINATION

The Provider agrees to achieve administrative efficiency and fiduciary responsibility by collaborating and coordinating closely with the Department of Social Services and Legal Aid Society of Northeastern NY. Collaboration and coordination efforts will include but are not limited to:

- The Provider agrees to work closely with the Department of Social Services and Legal Aid Society of Northeastern NY to prevent duplicative efforts in conducting education, outreach efforts and assisting the same individuals in ERAP application process.

- The Provider agrees to participate in regular meetings with the Department of Social Services and Legal Aid Society of Northeastern NY to discuss programmatic activities related to ERAP.

REPORTING

Reporting for ERA program will be required by the Provider and at minimum will include the following:

- 1) Must provide details of activities, the number of households reached, and the number of households assisted with ERAP in the specified format requested by the County for the period requesting reimbursement.
- 2) Must submit a quarterly narrative and quantitative report for each quarter of their contract, regardless of whether there was any grant activity. Quarterly progress reports will be due the 15th day of the month following the end of the calendar quarter
- 3) Any additional reporting requirements that are required in relation to the ERA program by the County, U.S. Treasury or NYS Office of Temporary Disability Assistance (OTDA) to meet the funding requirements.

UTA Emergency Rental Assistance Program Budget	
Personnel	
Title	Cost
Executive Director (FT)	\$3,175
Executive Assistant (FT)	\$1,092
Community Organizer (FT)	\$8,736
Program Director (FT)	\$2,230
Community Engagement Coordinator (FT)	\$13,104
Assistant Program Director -ERAP (FT)	\$40,950
Housing Counselor (FT)	\$3,549
Housing Counselor (FT)	\$3,822
Court Advocate (FT)	\$0
COVID-19 Housing Counselor (FT)	\$3,549
Tenant Advocate/Intake Coordinator (PT)	\$7,098
Outreach Advocate (PT)	\$4,160
Fringe	\$15,735
Personnel Subtotal:	\$107,200
Non Personnel Services	
OTPS	Cost
Client Assistance	\$0
Telephone	\$3,500
Rent & Utilities	\$3,300
Program Supplies	\$3,000
Printing	\$1,000
Postage	\$500
Advertising	\$500
Training	\$0
Bond	\$0
Audit	\$1,000
Technology Maintenance	\$1,500
Equipment	\$2,000
Bookkeeping	\$1,500
OTPS Subtotal:	\$17,800
TOTAL PROGRAM BUDGET:	\$125,000

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 United Tenants of Albany, 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., Sections 33.13 or 33.16, 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 commence on March 15, 2021 through March 31, 2022. 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 New York State 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 NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>UNITED TENANTS OF ALBANY, INC. 255 ORANGE ST STE 104 ALBANY NY 12210</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-426-1590</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1557371</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Albany County 162 WASHINGTON AVE ALBANY NY 12210-2304</p>	<p>3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459</p> <p>3b. Policy Number of Entity Listed in Box "1a": 01 WEC TB1698</p> <p>3c. Policy effective period: 09/17/2020 to 09/17/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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 Worker's 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: Danielle Clausen (print name of authorized representative or licensed agent of insurance carrier)

Approved by: Danielle Clausen (Signature) 04/11/2021 (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 449-3180

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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

April 6, 2022

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Via resolution 247 Adopted 8/9/21 approval was granted to contract with CARES, Inc. who has entered into an agreement with the NYS Office of Temporary and Disability Assistance for Emergency Solutions Grant Program services. Subsequently the provider has made available an additional \$15,000 to continue the aforementioned services and wishes to subcontract with Albany County Department of Social Services (DSS) to utilize DSS personnel and expertise to continue to serve homeless individuals/families. Therefore, authorization is requested to contract with CARES, Inc. to perform ESG services in the additional amount of \$15,000.

The contract will continue to support DSS in efforts to manage homeless persons who are COVID infected or exposed to the virus and are under isolation or quarantine. Funds will reimburse DSS to provide these persons with a safe and healthy place to stay away from others as well as food and case management to assist them in following quarantine or isolation orders. The program protects other homeless individuals in shelters by removing COVID+ or potentially COVID+ homeless from congregate shelters during their quarantine period. The ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period will need to continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3235, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for Social Services (ESG - CARES)

Date: 3/25/2022
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: AA6140.0.4640
Source of Funds: Emergency Solutions Grant Program under the Coronavirus Aid, Relief and Economic Security Act
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

CARES, Inc.
200 Henry Johnson Blvd, Albany NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$15,000

Scope of Services: The Emergency Solutions Grant Program is designed specifically to prevent, prepare for and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impact created by Covid-19. The services provided include emergency shelter and support services for Covid infected or quarantined homeless.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA 6140.0.4640
Revenue Amount: \$15,000

Appropriation Account and Line: AA 6140.4.4046
Appropriation Amount: \$15,000

Source of Funding - (Percentages)

Federal: 100
State: .
County: .

Term

Term: (Start and end date) 3/7/2020-9/30/2022
Length of Contract: 22 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 247
Date of Adoption: 2/8/21

Justification: (state briefly why legislative action is requested)

Via resolution 247 Adopted 8/9/21 approval was granted to contract with CARES, Inc. who has entered into an agreement with the NYS Office of Temporary and Disability Assistance for Emergency Solutions Grant Program services. Subsequently the provider has made available an additional \$15,000 to continue the aforementioned services and wishes to subcontract with Albany County Department of Social Services (DSS) to utilize DSS personnel and expertise to continue to serve homeless individuals/families. Therefore, authorization is requested to contract with CARES, Inc. to perform ESG services in the additional amount of \$15,000.

The contract will continue to support DSS in efforts to manage homeless persons who are COVID infected or exposed to the virus and are under isolation or quarantine. Funds will reimburse DSS to provide these persons with a safe and healthy place to stay away from others as well as food and case management to assist them in following quarantine or isolation orders. The program protects other homeless individuals in shelters by removing COVID+ or potentially COVID+ homeless from congregate shelters during their quarantine period. The ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period will need to continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Reimbursement will be provided for emergency shelter services, motel stays, food, and transportation for homeless

individuals who are required to isolate due to a COVID+ test result or have a quarantine order from public health. The contract also includes overtime costs for DSS staff who work nights and weekends to assist with sheltering homeless COVID+ individuals and homeless individuals who need to be quarantined due to COVID exposure. As homeless individuals have lower vaccination rates, there will be an ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period in order to help reduce outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

#14.231

SUBAWARD AGREEMENT**Office of Temporary and Disability Assistance Emergency Solutions Grant- COVID-19 Funds
Albany County Department of Social Services****Emergency Shelter**

This Subrecipient Agreement is entered into by CARES of NY, Inc. (hereinafter referred to as “CARES”) and Albany County Department of Social Services (hereinafter referred to as “Subrecipient”) a(n) Albany County municipal department.

WITNESSETH:

WHEREAS, CARES has entered into an agreement with the Office of Temporary and Disability Assistance (OTDA) as the recipient of a grant pursuant to the Emergency Solutions Grant (ESG) Program, as authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the “HEARTH Act) CFDA-14.231,

WHEREAS, the Office of Temporary and Disability Assistance (OTDA) has awarded Emergency Solutions Grant-COVID 19 (ESG-CV) Program grant funding to CARES for the purpose of 1) preventing, preparing for, and responding to COVID-19; 2) the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, 3) the payment of certain expenses related to operating emergency shelters, 4) essential services related to emergency shelters and street outreach for the homeless, and 5) homelessness prevention and rapid re-housing;

WHEREAS, the County has determined it in the best interest to grant subawards to Subrecipients for the implementation and administration of the Program Grant.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the parties mutually agree as follows:

SECTION I: Scope of Services**A. Activity Description**

Subrecipient shall provide specified services in compliance with the Emergency Solutions Grant (ESG) Program rules and regulations as specified in Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the “HEARTH Act) CFDA-14.231 and considering that some regulations are superseded by the ESG-CV notice that came out on 9/1/2020. The specific services to be provided by the Subrecipient are detailed in Attachment A. Scope of Services.

B. Work Schedule

Subrecipient is responsible for providing specified services to the number of participants identified in the Scope of Services.

C. Records and Reports

Subrecipient shall maintain financial and client files and shall make available for review by CARES of NY, Inc., OTDA, and HUD, the following:

Program Participant-level Documentation

1. Program participant information as required by program regulations must be maintained, which may include verification of income and homelessness; occupancy/rental agreement; rent subsidy calculation; rent reasonableness statement; certification of Housing Quality Standards of rental unit; case management/supportive services plan; supportive services delivery; annual assessment of need; and outcome documentation. The required program participant information must be obtained in accordance with 24 CFR PART 91, 24 CFR PART 576, 2 CFR PART 200, CPD-20-08 (Issued 9/1/2020), and the current HMIS Data Standards.
2. A listing of all financial assistance provided on behalf of participants, which may include payments made for security deposit, rent, damages, utilities, etc.

Program-level Documentation

1. A running tally of expenditures for all program participants. All expenses must be supported by source documentation.
2. Historical and statistical information on program participants, individually and by program, as required for inclusion in the CAPER for submittal to HUD.
3. Records of the types of services provided to program participants including case plans, individual service plans, etc.
4. During any fiscal year, the Subrecipient expends \$750,000 or more in federal awards (including awards received as Subrecipient), Subrecipient must comply with federal audit requirements contained in the Uniform Guidance, 2 CFR PART 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards during any fiscal year, it is exempt from federal audit requirements, but records must be available for review by CARES and appropriate officials of OTDA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year, if applicable, by an independent Certified Public Accountant. Subrecipient shall provide CARES with a copy of its most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings and corrective action plan, if applicable) and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient’s most recently ended fiscal year.

SECTION II: Term

The contract term is formally 6/3/2021 to 9/30/2022, but the services of the Subrecipient are to begin on or after 3/7/2020 and shall end on 9/30/2022. The compensation provided by this Agreement may be disbursed from 3/7/2020, the date that the county first began preparing, preventing, and responding to COVID-19. No funds shall be reimbursed for any service rendered or expense incurred beyond the term of this Agreement.

SECTION III: Compensation and Procedures

- A. Subject to the availability of funds, the Subrecipient will be compensated upon receipt of funds by CARES in accordance with 2 CFR PART 200.305. The Subrecipient shall receive payment for services provided in accordance with Attachment A Scope of Services.
- B. Quarterly, Subrecipient shall submit payment requests for expenses necessary to provide services as stated in Attachment A. Scope of Services.
- C. Payment requests shall include:

1. A completed current version of the CARES Claim Voucher; an expenditure report (grant disbursement report) detailing subaward costs incurred, subtotaled by eligible activity; and a cumulative tally of match.
 2. CARES may define additional documentation requirements for payment and may adjust requirements during the agreement term accordingly. CARES will inform Subrecipient in writing of any changes to documentation requirements. Documentation verifying expense(s) incurred and payment(s) made may include but are not limited to payroll records, invoices, time sheets, contracts, receipts, canceled checks, check registers, corresponding bank statements or other documentation as specified.
- D. Final payment requests are due within 30 days of the ending date of this Subaward unless directed otherwise by CARES.
- E. The maximum amount available for reimbursement of expenses under this Agreement shall be noted in Attachment A Scope of Services.
- F. CARES' review and/or approval of payment requests does not eliminate Subrecipient culpability for improper use of funds.
- G. OTDA may de-obligate all or a portion of the amounts approved for eligible activities if:
1. such amounts are not expended in a timely manner as defined by OTDA and HUD;
 2. the proposed activity for which funding was approved is not provided in accordance with this Agreement, and/or;
 3. a sanction is imposed upon the Subrecipient resulting from poor performance or noncompliance.

SECTION IV: Recordkeeping and Audit Requirements

Subrecipient shall comply with the recordkeeping and audit requirements set forth in the Federal Office of Management Budget Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards, and those audit requirements outlined in 2 CFR PART 200. Subrecipient must have financial systems that also conform to 24 CFR PART 200 requirements. Subrecipient is required to retain program records as outlined in 2 CFR PART 200.333 and 24 CFR PART 576.500. Subrecipient is required to provide access to program records as outlined in 2 CFR PART 200.336. Program records include all financial and programmatic records, supporting documents, and statistical records. Program records shall be retained during the Agreement term and for five years after the expiration or termination of this Agreement. Subrecipient shall comply with 2 CFR Part 200, requiring the keeping of accurate and complete financial records of any moneys expended in relation to the performance of the services pursuant to this Agreement according to generally accepted accounting principles.

SECTION V: Compliance with Laws, Regulations and Programs

A. Generally

Subrecipient, in the performance of services under this Agreement, shall comply with all applicable statutes, ordinances, regulations and rules of the Federal Government, the State of New York, and the County services take place in.

B. Federal Requirements

Subrecipient shall comply with all federal laws and regulations, including but not limited to the following:

1. All Emergency Solutions Grant Program regulations applicable to applicants, recipients, and other entities, contained in 24 CFR PARTS 91 and 576. General terms and conditions are maintained at www.eCFR Part.gov.
2. The Omni-Circular, 2 CFR PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. The Subrecipient shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and the Lead-Based Poisoning Regulations (24 CFR PART 35) and all HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, as applicable. The Subrecipient shall also comply with NYS Regulations for Lead Poisoning Prevention and Control - NYCRR Title X, Part 67, and with OSHA's Lead in Construction Regulations and USEPA's and OEPA's hazardous waste rules. All lead hazard abatement work shall be supervised by a New York Licensed Lead Abatement Contractor/Supervisor. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years of age. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted
4. The Subrecipient shall comply with the requirements of the Fair Housing Act, as amended, 42 U.S.C. 3601 et seq.
5. The Subrecipient shall comply with the requirements of Title VII of the Civil Rights Act of 1962, 42 U.S.C. 2000d et seq.
6. The Subrecipient shall comply with the Environmental Review requirements of 24 CFR part 50 and 24 CFR 58.

C. Minimum Wage

This Agreement is subject to N.Y. Lab, Law § 652 relating to minimum wage.

D. Conflict of Interest

Subrecipient must establish conflicts of interest policies as defined in 24 CFR 84.42. No officer, employee, or agent of the Subrecipient, nor any immediate family member, close business associate, or organization which employs or is about to employ any such person, shall have any real or perceived financial interest, direct or indirect, in this Agreement; and the Subrecipient shall take appropriate steps to assure compliance.

SECTION VI: Law to Govern

This Agreement is entered into in the State of New York. CARES and the Subrecipient agree that the law of the State of New York shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement except where the Federal Supremacy Clause requires otherwise.

SECTION VII: Severability

In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to this Agreement shall attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

SECTION VIII: Indemnification

Subrecipient shall indemnify, defend and save CARES, its agents and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Subrecipient including Subrecipient's employees and agents in the performance of this Agreement. Further, the Subrecipient will protect and save CARES from any obligations to reimburse HUD for disallowed costs requested by Subrecipient and paid for by CARES.

SECTION IX: Insurance and Additional Contract Requirements

A. Required Insurance

Subrecipient shall, at all times during the period in which this Agreement is in force, maintain and make available for review such insurance, of the type and with limits as set forth below:

1. Worker's Compensation Insurance (form C-105.2 or U-26) in accordance with the requirements of the applicable laws of the State of New York and Office of Temporary and Disability Assistance, 40 N Pearl St. Albany, NY 12207 listed as a certificate holder;
2. Disability Insurance (form DB-120.1) in accordance with the requirements of the applicable laws of the State of New York and Office of Temporary and Disability Assistance, 40 N Pearl St. Albany, NY 12207 listed as a certificate holder;
3. Employer's Liability Insurance with limits of \$500,000 or any amount required by applicable law, whichever is greater;
4. Commercial General Liability Insurance (including contractual liability, bodily injury and property damage combined, and personal injury), at a minimum of \$500,000 for each occurrence and \$1,000,000 (including umbrella coverage) in the aggregate;
5. Professional Liability Insurance (errors and omissions), at a minimum of \$500,000 for each claim and \$1,000,000 in aggregate. If such Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which Subrecipient commences services under the Agreement;
6. Fidelity Insurance for all persons handling funds under this Agreement, in an amount not less than 10% of the amount set forth in Section III of this Agreement, Compensation and Procedures. If such insurance or bond is cancelled or reduced, the Subrecipient shall notify CARES immediately and shall be ineligible for further funding until such coverage has been obtained.

A. Evidence of Insurance

All insurance required under Section IX(A) above is to be carried by the Subrecipient and available for review by CARES and shall be with a company or companies and on forms satisfactory to CARES, containing therein provisions requiring the insurance carrier to notify CARES at least thirty (30) days prior to any termination of, or material change to, the applicable insurance policy. Subrecipient shall provide notice to CARES of any cancellation or material change to any applicable insurance policy at least thirty (30) days prior to the effect of same. Such certificates shall indicate that Subrecipient is the primary named insured and, in addition, shall name CARES of NY, Inc. (and any other persons or entities required by the Fund or under the Grant Agreement) as additional insured under the coverage for Public Liability and Property Damage, for all activities arising from or related to performance of services hereunder. Subrecipient shall provide CARES a copy of insurance policies required hereunder upon request.

B. Additional Contract Requirements

1. Subrecipients must ensure their Charities Registration is current;

2. Subrecipients must complete a VendRep questionnaire and update the profile when requested by CARES or OTDA.

SECTION X: Assignability

Subrecipient will not assign any interest in this Agreement and shall not transfer any interest in the same, without the prior written consent of CARES and OTDA. If any interest is assigned or transferred, a subcontract with the entity receiving funds needs to be created at least detailing services to be performed and a budget.

SECTION XI: Amendments

Amendments to this Agreement must be in writing and executed by both parties.

SECTION XII: HMIS Participation

Subrecipient will record information for all program participants in the HMIS system designated by the Continuum of Care to comply with the HMIS requirements prescribed by HUD. Each funding stream and program component will have its own HMIS program unless the project already exists in HMIS.

SECTION XIII: Reporting

In addition to the reporting requirements in 2 CFR PART 200, Subpart D, the recipient must collect and report data on its use of Emergency Solutions Grant funds to CARES for the completion of an CAPER as well as in any additional reports as and when required by HUD or CARES.

SECTION XIV: Notices

Any notices required or permitted to be given hereunder shall be given via email and such notices shall be addressed to the Executive Director as follows and any other designated staff member assigned to the project:

If to CARES:	CARES of NY, Inc. 200 Henry Johnson Blvd, Suite 4 Albany, NY 12210 Attention: Kirstin Jones
If to Subrecipient:	Albany County Department of Social Services 162 Washington Ave. Albany, NY 12210 Attention: Michele McClave

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

SECTION XV: Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to this matter.

SECTION XVI: Suspension and Termination

Subrecipient or OTDA may suspend or terminate this Agreement for cause at any time. For the purposes of

this Agreement “cause” shall be deemed to include, without limitations, any breach or default of this Agreement by either party; commission of a criminal act or acts; action by the Subrecipient tending to injure the image or reputation of CARES or OTDA, disclosure of confidential information, theft, or dishonesty. This Agreement shall also be terminated if funding is unavailable for any reason. Either the Subrecipient or OTDA may terminate this Agreement without cause upon thirty (30) days written notice.

SECTION XVII: Non-Exclusive Agreement

This is a non-exclusive agreement. CARES may procure the same or similar services from other Subrecipients at any time before, during and after the term of this Agreement.

IN WITNESS WHEREOF, CARES and Subrecipient have executed this Agreement and agreed upon Scope of Services as of 6/3/2021.

CARES, INC.

By: _____
Nancy Harrington, Executive Director

Date: _____

COUNTY OF ALBANY

Date: _____

By: _____

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

Attachment A
Scope of Services

I. General

Subrecipient shall serve a minimum number of eligible households in accordance with the proposed applications for this funded project(s) (detailed below):

Project Name	Project Component	Households Served
NYS ESG-CV DSS ES	Emergency Shelter	275

Description of the project and scope of work:

The program supports the homeless in managing their exposure or active COVID disease by assuring they have a safe and healthy place to stay away from others as well as food and case management to assist them in following quarantine or isolation orders. The program protects other homeless individuals in shelters by removing COVID+ or potentially COVID+ homeless from congregate shelters during their quarantine period. The ongoing requirement to maintain social distancing and to shelter COVID+ in hotels/motels for their isolation/quarantine period will continue to help reduce significant outbreaks in our homeless shelters especially in regards to additional COVID surges and alternate strains.

Homelessness is defined by the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) Section 103(a)(1)-(4) and further defined in the ESG-CV notice published by HUD on 9/1/2020. A homeless person with a disability is defined in The McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act Subtitle A, General Provisions, Section 401 Definitions (g)(A).

Subrecipient shall provide services in compliance with the Emergency Solutions Grant Program rules and regulations as specified in 24 CFR PARTS 91 and 576 and the terms of this Agreement:

1. Follow Written Standards for providing Emergency Solutions Grant assistance developed by the Continuum of Care, including requirements set forth by 578.7(a)(9) and defined by Continuum of Care Committee and approved by governing Board.
2. Use the Coordinated Entry system established by the Continuum of Care as required by Subpart F 576.500(g);
3. Qualify persons for the project based on verification of disability, homelessness, etc., as applicable;
4. Ensure services are provided to project participants, including direct provision of services and referral/s to follow-up with other direct service providers to address health, education, training, employment, and family counseling needs, as appropriate;
5. Require, to the extent practicable, active participation of clients for continued eligibility in the project, and maintain records of all such services provided and outcomes of such services;
6. Provide certification to CARES that:
 - a. Subrecipient will maintain confidentiality of records pertaining to any individual or family provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices consistent with, and do not restrict the exercise of rights provided by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42

- U.S.C. 11371-11378), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act) CFDA-14-231, as amended, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- d. In the case of a project providing housing or services to families, Subrecipient will designate a staff person responsible for ensuring children served in the project are enrolled in school and connected to appropriate services in the community, including early childhood programs (e.g., HEAD Start), Part C of the Individuals with Disabilities Education Act, and Programs authorized under Subtitle B of Title VII of the Act;
 - e. Subrecipient will provide information, such as data and reports, as required by HUD and OTDA.
7. When applicable, take the educational needs of school-aged youth into account when participants are placed in housing and will, to the maximum extent practicable, place families with school-aged youth as close in proximity as possible to their school of origin so as not to disrupt such participants' education;
 8. Document that the units for which Rental Assistance is provided meet the standards of HUD HQS 982.401;
 9. Provide Rental Assistance only where the rent has been determined as reasonable initially and verified annually thereafter per 24 CFR PART 982.507;
 10. Initially verify participant income as up to 50 percent of Area Median Income for the area as determined by HUD and meets program participant income meets program participation requirements with 24 CFR 5.609 and record in the Homeless Management Information System (HMIS);
 11. Cause no displacement of other households through placement of project participants in rental units; and
 12. If any waiver(s) apply to a client, be sure to make a note of which waivers apply in the client's file.

II. Budget

The maximum amount available for reimbursement under this Agreement for the following project and its respective budget line items are noted as follows:

Personnel	
1. Salaries (list personnel and FTE amount for project)	\$25,360
2. Fringe Benefit (include percentage of salary, if applicable)	
3. Other (i.e. consultant)	
PERSONNEL TOTAL	
Non-Personnel	
1. Contractual Services (Services you are contracting out, e.g. cleaning services)	\$107,800
2. Travel (mileage, gas, etc. used for ESG-CV Project)	\$4,270
3. Equipment (PPE, purchased materials, supplies, etc.)	\$2,500
4. Space Property Rental (Space that is being rented by the agency for this project)	
5. Utilities (Utility costs for agency attached to this project)	
6. Operating Expenses (space insurance, maintenance, etc. attached to this project)	
7. Other- Financial Assistance a. Rental Application fees b. Utility assistance c. Moving costs	
8. Other- Rental Assistance a. Rent payments b. Rental arrears (not eligible during moratorium) c. Security deposits d. Last month's rent	
9. Other (admin is not allowable) - a. Housing search and placement b. Housing stability case management c. Landlord-tenant mediation d. Tenant legal services e. Credit repair f. Landlord incentives g. Volunteer incentives h. Other	
NON-PERSONNEL TOTAL	
TOTAL COSTS	
	\$140,000

APPENDIX I: CCHMIS CONTRIBUTING HMIS ORGANIZATION AGREEMENT (ESG-CV)

Any Contributing Homeless Organization (CHO) participating in the CoC’s HMIS is expected to adhere to the data quality standards as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual. This includes baseline requirements for the following categories of data quality:

- Data Completeness (how many of the required data elements in the CCHMIS are completed for any given client)
- Data Timeliness (how long does it take for the data to be entered into the CCHMIS once it is collected from the client)
- Data Quality (how closely the data entered into the CCHMIS reflect the client’s or project’s reality)

Data is being entered into the CCHMIS for the following project(s):

Project Name	Project Component	Funding Source
NYS ESG-CV DSS ES	Emergency Shelter	ESG-CV

The above project(s) are required to abide by the following baseline requirements, as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual:

MEASURE OF DATA QUALITY	PROGRAM APPLICABILITY	CALCULATION	REQUIRED DATA QUALITY			
			ES	SO	HP	RRH
Timeliness of Data Entry	Evaluated for all projects	Length of time between event occurrence and HMIS data entry	48 hours	48 hours	48 hours	48 hours
Universal Data Elements (missing/null)	Evaluated for all projects	% of records missing UDE (Each UDE is evaluated separately)	< 5%	< 5%	< 2%	< 2%
Program Specific Data Elements (missing/null)	Evaluated for all ESG-CV funded projects	% of records missing PSDE (Each PSDE is evaluated separately)	< 5%	< 5%	< 5%	< 5%

Should this organization fail to uphold the data quality standards, this organization shall implement a correction plan with the CCHMIS team, as laid out in Article 11 (Noncompliance) of the CCHMIS Administration Manual. Failure to comply with a created Correction Plan could result in the following:

- Loss of user licenses
- Loss of access to the CCHMIS as an organization
- Report sent to Collaborative Applicant and any applicable CoC Subcommittees.

The responsibilities of this organization related to this Agreement include the following:

- Maintain a high level of HMIS data quality, using the baseline requirements as laid out in Article 12 (CCHMIS Data Quality Plan) of the CCHMIS Administration Manual, the Data Quality Plan is the baseline for meeting the expectation;
- Seek assistance from the HMIS Lead and/or CoC when there are questions about the CCHMIS and CCHMIS Data Quality;
- Be responsive to questions and requests from both the HMIS Lead and CoC related to CCHMIS data quality; and
- Inform the HMIS Lead and CoC when changes occur within this organization that specifically relate to the CCHMIS and/or CCHMIS data quality as laid out in Article 18 (CCHMIS Security Plan: Access Control), including but not limited to:
 - Inform the HMIS Lead when an existing CCHMIS user no longer needs access to the system, within 24 hours of no longer needing access;
 - Inform the HMIS Lead when a new CHRMIS user needs to receive training to gain access to the system;
 - Inform the HMIS Lead and CoC when an existing CCHMIS project ends, at least 21 days prior to the project’s termination

The responsibilities of the HMIS Lead related to this Agreement include the following:

- Provide sufficient training, resources, materials, and follow-up to this organization and its CCHMIS users to ensure a high level of understanding related to entering data into the CCHMIS;
- Respond to the organization’s questions and concerns related to the CCHMIS and CCHMIS data quality;
- Provide tools for this organization to monitor its own data quality; and

- Ensure this organization and its CCHMIS users understand the data entry requirements related to the specific projects this organization enters into the CCHMIS.

The responsibilities of the CoC related to this Agreement include the following:

- In conjunction with the HMIS Lead, ensure the subrecipient understands the Data Quality Plan and its importance;
- Ensure the HMIS Lead and this organization have sufficient resources to be as proactive in CCHMIS data quality monitoring as possible; and
- In conjunction with the HMIS Lead, determine the consequences for this organization should they fail to abide by this Agreement or a Correction Plan.

This Agreement is effective from the date of signature and will be in effect until this Agreement is updated or the organization is no longer participating in the CCHMIS.

CARES, INC.

By: _____
Nancy Harrington, Executive Director

Date: _____

COUNTY OF ALBANY

Date: _____

By: _____

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

APPENDIX II: Defined Roles and Responsibilities

Office of Temporary and Disability Assistance (OTDA)

- Makes program and funding decisions;
- Makes payments to CARES after approving submitted vouchers;
- Approves or denies budget modifications; and
- Will monitor CARES and the subrecipients.

CARES of NY, Inc.

- Contracts with each approved agency;
- Executes drawdowns and disburses funding to subrecipients after receiving payment from OTDA;
- Monitors subrecipients for programmatic and fiscal compliance each year;
- Submits all required documentation/reporting to OTDA (e.g., CAPER, budget amendments, etc.);
- Tracks project spending to identify potential unspent funds available for repurposing during the OTDA Emergency Solutions Grant CARES Act Funding 2020;
- Notifies OTDA of any proposed budget modifications; and
- Facilitates ESGCV Advisory Committee.

Agencies funded through OTDA ESG-CV

- Enter into a legally binding grant agreement with CARES of NY, Inc. for the HUD awarded amount;
- Comply with all ESG-CV program requirements and budget obligations as per HUD regulations;
- Follow fiscal policies and procedures as outlined in Appendix III; and
- Allow CARES of NY, Inc. to monitor to ensure project compliance.

ESG-CV Advisory Committees

- Quarterly review of project spending in order to have community transparency and ensure the community meets HUD determined ESG-CV spending guidelines; and
- Review results of program and fiscal monitoring of ESG CV funded programs.

APPENDIX III: VOUCHER DETAILS

Voucher Process*

1. CARES will receive Excel Vouchers and PDF backups via email. Vouchers may be submitted on a rolling basis.
2. Each quarter has a submission deadline as follows: The 19th of January, April, July, and October.
3. Vouchers will be approved or denied within seven business days of submission. Denials have three business days to revise.
4. CARES will summarize approved vouchers into one document and submit within Grants Gateway each quarter.
5. Once OTDA transfers payment to CARES, CARES will electronically transfer funds to agency
 - a. A Wire Transfer Authorization Form will be sent to each agency separately.

*CARES of NY, Inc. reserves the right to adjust this process as required by OTDA or deemed otherwise necessary.

Budget Modifications

1. Agencies may request a Budget Modification Form from CARES if they are interested in editing their budget.
2. CARES will work with OTDA to have budget modifications approved
3. Once the new budget is approved by OTDA, CARES will send a revised voucher template to agency.
4. Any changes to discretionary expenses will be subject to MWBE goals by OTDA and will require additional review.

Recommended Backup to Include with Voucher

Acceptable Proof of Payment: Bank statement, screenshot of bank transactions clearly stating the bank name, or image of check with check number, date, amount, and name of payee.

Personnel

- Time sheets that certify time spent on grant
- Proof of payroll displaying rates, hours, and pay period
- Please define abbreviations

Fringe

- Proof of employer contributions (can be shown on payroll or general ledger)
- Copy of paid invoices

Contractual Services

- Invoice/receipt with contractor name, type of service, date of service, invoice number
- Proof of payment
- Signed contract, if applicable
- If multiple items are listed on invoice, please mark eligible items, type of service, and/or amount/percent of invoice

Travel

- Copy of the agency travel reimbursement form
- Proof of payment
- Proof of insurance, taxes, maintenance logs or invoices, purchasing, and/or leasing the vehicle
- Receipt of a program participant's travel on public transportation

Equipment

- Invoice/receipt
- Proof of payment
- PPE, cleaning, and hygiene supplies are eligible

- If multiple items are listed on invoice, please mark claimed items and amount/percent of invoice
- Please note if purchased from an MWBE

Space Property Rent

- Address of the agency/program, amount of rent paid, applicable dates, and landlord
- Proof of payment
- Agencies can voucher for space only used for the program. Ex: if 20% of office is for ES staff, divide square feet and rent costs

Utilities

- Address of the agency/program, the type of service, dates of service
- Proof of payment
- Eligible utility services are gas, electric, water, sewage, phone, and internet
- Must be directly tied to an ESG-CV project

Operating Expenses

- Name and address of the agency/program, the amount paid, service type, and receipts/invoices
- Proof of payment
- Maintenance, security, insurance, food, furnishings, and hotel/motel vouchers are eligible

Other- Financial Assistance

- Address of the tenant, amount paid, and type of deposit/fee
- Proof of payment
- Rental application fees, moving costs (like truck rental), and storage fees are eligible
- Utility assistance must include letter of termination from the utility provider and be a one-time fee, paid to utility companies

Other- Rental Assistance

- Copy of rents ledger
either/or
- Documentation of tenant initials/numeric identifier, landlord name, address of the tenant and landlord, amount of rent paid, dates of rent paid, check number, & lease/agreement signed by landlord
- Security deposits, rental arrears (when eviction moratorium is lifted), and last month's rent are eligible

Other

- New eligible expenses:
 - Temporary emergency shelters
 - Volunteer Incentives
 - Training of infectious disease
 - Landlord incentives require signed lease

Spending Timeline:

- 20% of contracted funds (including CV 1 and CV 2) must be spent by 9/30/2021 or that amount could be recaptured by OTDA
- 80% of contracted funds (including CV 1 and CV 2) must be spent by 3/31/2022 or that amount could be recaptured by OTDA

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6140 4 4046 000	Fees For Services	15,000.00	0.00		Social Services
AA 0000 0 0000 000		0.00	0.00		
TOTAL APPROPRIATIONS		0.00	0.00		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6140 0 4640 000	Safety Net	0.00	15,000.00		Social Services
AA 0000 0 0000 000		0.00	0.00		
TOTAL ESTIMATED REVENUES		0.00	15,000.00		
GRAND TOTALS		0.00	15,000.00		