

County of Albany

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



Meeting Agenda

Tuesday, April 25, 2023

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2023 ALBANY COUNTY BUDGET
3. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING EMERGENCY SHELTER SERVICES AT THE SISTER MAVIS JEWELL MEDICAL RESPITE FOR THE HOMELESS
4. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM
5. AUTHORIZING AN AGREEMENT WITH HOMELESS AND TRAVELERS AID SOCIETY REGARDING HOMELESS HOUSING EMERGENCY SERVICES
6. AUTHORIZING AN AGREEMENT WITH SCHENECTADY COUNTY REGARDING THE PROVISION OF EVALUATION SERVICES FOR THE CHILDREN WITH SPECIAL NEEDS PROGRAM
7. AUTHORIZING PRESCHOOL SPECIAL EDUCATION PROVIDER AGREEMENTS FOR CHILDREN WITH DISABILITIES AGES THREE TO FIVE YEARS OLD
8. AUTHORIZING AGREEMENTS WITH SPOTTED ZEBRA LEARNING CENTER AND ACHIEVEMENTS REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5

County of Albany

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



Meeting Minutes

Tuesday, March 28, 2023

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Social Services Committee

PREVIOUS BUSINESS:

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

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 AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PARTICIPANTS ACHIEVING THROUGH HARD-WORK PROGRAM**

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

April 3, 2023

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

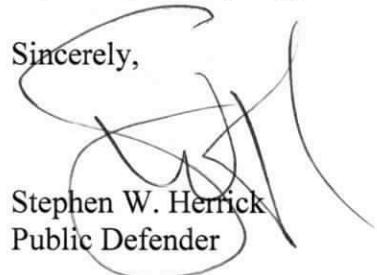
Dear Chairman Joyce:

The Albany County Public Defender's Office, Alternate Public Defender's Office, and Assigned Counsel Office request to amend the agreement with the New York State Office of Indigent Legal Services regarding the statewide expansion of the Hurrell-Harring settlement to reflect the finalized fifth year plan.

The Albany County Public Defender's Office also requests to amend the budget of the Public Defender's Office to reflect changes made during finalization of the fifth year plan.

If you require any supplemental information, please feel free to contact me.

Sincerely,



Stephen W. Herrick
Public Defender

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. 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-4134, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Date: 3/15/23
Submitted By: Keith Bulatao
Department: Public Defender's Office
Title: Fiscal Officer
Phone: 518-447-7771
Department Rep.
Attending Meeting: Judge Stephen Herrick and/or Keith Bulatao

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.: Various
Source of Funds: Statewide Expansion of the Hurrell-Harring Settlement Grant
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):
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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: Various
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Various
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/18 through 3/31/23
Length of Contract: 60 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: 19-151 and 22-121
Date of Adoption: 4/8/19 and 4/11/22

Justification: (state briefly why legislative action is requested)

Authorization is requested to amend the agreement with the New York State Office of Indigent Legal Services regarding the statewide expansion of the Hurrell-Harring settlement to reflect the finalized fifth year plan. Authorization is also requested to amend the budget of the Public Defender's Office to reflect changes made during finalization of the fifth year plan.

		ACCOUNT NO.		APPROPRIATIONS		INCREASE		DECREASE		UNIT COST		DEPARTMENT NAME	
				RESOLUTION DESCRIPTION									
A9	1170	16412	10000	150139	Receptionist				41,310.00	41,310.00			Public Defender
A9	1170	14070	10000	150144	Felony Supervisor		5,301.96				104,000.00		Public Defender
A9	1170	16204	10000	150151	Clerk II		3,182.96				48,285.00		Public Defender
A9	1170	16204	10000	150152	Clerk II		3,182.96				48,285.00		Public Defender
A9	1170	15023	10000	150037	Paralegal		1,424.00				64,974.00		Public Defender
A9	1170	15027	10000	150179	Peer Advocate					30,600.00	40,800.00		Public Defender
A9	1170	15028	10000		Militation Specialist		34,800.00				45,000.00		Public Defender
A9	1170	15028	10000		Physical Officer II					65,025.00	45,000.00		Public Defender
A9	1170	15028	10000	150178	Physical Officer II						45,000.00		Public Defender
A9	1170	12019	10000		Assistant Public Defender I		73,325.00				98,000.00		Public Defender
A9	1170	12019	10000		Assistant Public Defender II		59,124.75				78,833.00		Public Defender
A9	1170	12027	10000		Assistant Public Defender IV		67,570.50				90,994.00		Public Defender
A9	1170	12028	10000		Assistant Public Defender V		73,665.00				97,420.00		Public Defender
A9	1170	12028	10000		Assistant Public Defender V		73,665.00				97,420.00		Public Defender
A9	1170	12029	10000		Assistant Public Defender VI		78,128.25				104,171.00		Public Defender
A9	1170	11922	10000	150192	Director Of Operations		80,325.00				107,100.00		Public Defender
A9	1170	15025	10000		Legal Secretary		38,250.00			52,500.00	51,000.00		Public Defender
A9	1170	16199	10000		Data Officer						70,000.00		Public Defender
A9	1340	16199	10000	150191	Data Officer						60,000.00		Public Defender
A9	1170	89010	10000		State Retirement		30,000.00				500,469.00		Public Defender
A9	1170	89010	10000		State Retirement		36,664.18				549,760.00		Public Defender
A9	1170	89030	10000		Social Security		34,827.29				1,333,243.00		Public Defender
A9	1170	89060	10000		Hospital And Medical Insurance		168,337.92				46,445.00		Mgmt & Budget
A9	1340	89010	10000		State Retirement		2,430.00				79,606.00		Mgmt & Budget
A9	1340	89030	10000		Social Security		2,995.00				86,777.00		Mgmt & Budget
A9	1340	89060	10000		Hospital And Medical Insurance		11,175.00				99,454.00		Public Defender
A9	1170	44046	10000		Fees For Services		1,770.30				146,865.00		Public Defender
A9	1170	44120	10000		Discovery/Storage/PDCMS		85,665.48				102,800.00		Public Defender
A9	1170	44121	10000		Specialized Services		100,000.00				102,800.00		Public Defender
A9	1170	44122	10000		Computer Equipment		100,000.00				75,000.00		Public Defender
A9	1170	44132	10000		Mail Room		75,000.00				8,000.00		Public Defender
A9	1170	44065	10000		Photocopier		2,000.00				20,000.00		Public Defender
A9	1170	44300	10000		Association Dues		10,000.00				50,000.00		Public Defender
A9	1170	44039	10000		Conferences/Training/Tuition		5,000.00				-		Public Defender
A9	1170	44091	10000		Client Transportation				500.00				Public Defender
A9	1170	44042	10000		Printing And Advertising		12,348.00				26,000.00		Public Defender
A9	1170	44038	10000		Travel Mileage Freight		10,000.00				6,600.00		Public Defender
A9	1170	22001	10000		Office Equipment		1,600.00				-		Public Defender
A9	1170	44040	10000		Books Transcripts Subscript				47,450.00				Public Defender
A9	1170	44040	10000		Computer Fees				35,000.00		5,000.00		Public Defender
					TOTAL Appropriations		1,257,082.00		272,355.00				

RESOLUTION NO. 151

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2019 ALBANY COUNTY BUDGET

Introduced: 4/8/19

By Audit and Finance and Law Committees:

WHEREAS, The County Executive and Albany County Public Defender have indicated that the State of New York has committed to expanding the Hurrell-Harring settlement on a statewide basis thereby increasing the availability of legal representation for indigent defendants in Albany County including ensuring the accessibility of counsel at arraignments, establishing caseload limits for counsel, and increasing the availability of experts, and

WHEREAS, the County Executive and Albany County Public Defender have further indicated that the Albany County Public Defender, Alternate Defender, and Assigned Counsel Program will directly benefit from this increased funding and it will be used to pay for added personnel, contractual expert services, training, mentoring, and other indigent defense resources, and

WHEREAS, The County Executive and Public Defender have requested authorization to enter into a five year agreement with the New York State Office of Indigent Legal Services regarding the aforementioned full statewide implementation Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending on March 31, 2023, and

WHEREAS, The County Executive has further indicated that the County of Albany will be entitled to funds in the amount of \$1,750,920 for the 2019 calendar year, and

WHEREAS, This Honorable Body has already provided for funding to the Public Defender's Office through the Adopted 2019 County Budget, however a budget amendment is necessary to incorporate the additional funding that will be received from the state for 2019, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is hereby authorized to enter into an agreement with the New York State Offices of Indigent Legal Services regarding the statewide implementation of the Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending March 31, 2023, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Budget is amended as follows:

Increase Revenue Account A3338 Statewide Implementation by \$249,125

Increase Appropriation Account A1172.1 by \$113,800 by creating and increasing the following Line Items:

Line Item A1172 1 2002 Supervising Attorney by \$85,000

Line Item A1172 1 9935 Law Intern Program by \$28,800

Increase Appropriation Account A1172.4 by \$90,275 by increasing the following Line Items:

Line Item A1172 4 4046 Fees For Services by \$50,000

Line Item A1172 4 4039 Conferences/Training/Tuition by \$30,000

Line Item A1172 4 4020 Office Supplies by \$4,000

Line Item A1172 4 4040 Books/Transcripts/Subscripts by \$4,275

Line Item A1172 4 4038 Travel-Mileage/Freight by \$2,000

Increase Appropriation Account A1172.8 by \$45,050 by creating and increasing the following Line Items:

Line Item A1172 8 9010 State Retirement by \$15,305

Line Item A1172 8 9030 Social Security by \$6,460

Line Item A1172 8 9060 Hospital and Medical Insurance by \$23,285

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 – 4/8/19

RESOLUTION NO. 121

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2022 ALBANY COUNTY BUDGET

Introduced: 4/11/22

By Law Committee:

WHEREAS, By Resolution No. 151 for 2019, this Honorable Body authorized a five-year agreement with the New York State Office of Indigent Legal Services regarding the statewide expansion of the Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending March 31, 2023, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program, has requested authorization to amend the aforementioned agreement to reflect the finalized fourth year plan as approved by the New York State Office of Indigent Legal Services, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program, has also requested an amendment to the 2022 Albany County Budget to reflect changes made during the finalization process, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the five-year agreement with the New York State Office of Indigent Legal Services to reflect the finalized fourth year plan, and, be it further

RESOLVED, That the 2022 Albany County Budget is hereby amended as follows:

Increase Revenue Account A3338 (1172) Statewide Implementation by \$127,689

Decrease Revenue Account A3338 (1170) Statewide Implementation by \$127,689

Decrease Appropriation Account A1170.1 by \$159,606 by decreasing the following line items:

Decrease and Delete Line Item A1170 1 2205 001 Staff Social Worker by \$48,750 with an annual salary of \$0

Decrease and Delete Line Item A1170 1 2205 002 Staff Social Worker by \$48,750 with an annual salary of \$0

Decrease and Delete Line Item A1170 1 2026 010 Assistant Public Defender III by \$62,106 with an annual salary of \$0

Decrease Appropriation Account A1170.8 by \$33,663 by decreasing the following line items:

Decrease Line Item A1170 8 9010 State Retirement by \$11,676

Decrease Line Item A1170 8 9030 Social Security by \$4,752

Decrease Line Item A1170 8 9060 Hospital and Medical Insurance by \$17,235

Decrease Appropriation Account A1172.1 by \$34,224 by decreasing and deleting Line Item A1172 1 5023 001 Paralegal by \$34,224 with an annual salary of \$0

Decrease Appropriation Account A1172.4 by \$1,455 by decreasing Line Item A1172 4 4020 Office Supplies by \$1,455

Decrease Appropriation Account A1172.8 by \$18,552 by decreasing the following line items:

Decrease Line Item A1172 8 9010 State Retirement by \$6,435

Decrease Line Item A1172 8 9030 Social Security by \$2,619

Decrease Line Item A1172 8 9060 Hospital and Medical Insurance by \$9,498

Increase Appropriation Account A1170.1 by \$97,500 by increasing the following line items:

Increase Line Item A1170 1 2040 001 Criminal Defense Caseworker by \$48,750 with an annual salary of \$65,000

Increase Line Item A1170 1 2040 002 Criminal Defense Caseworker by \$48,750 with an annual salary of \$65,000

Increase Appropriation Account A1172.4 by \$150,000 by increasing Line Item A1172 4 4493 NYS 18-B Voucher Funding by \$150,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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 – 4/11/22



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 5, 2023

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

Dear Mr. Joyce,

Authorization is requested to renew an agreement with Interfaith Partnership for the Homeless who will operate the Sister Mavis Jewell Medical Respite (MRH) for the Homeless, which will house and serve adult men and women who are homeless and being discharged from an inpatient hospital setting with ongoing medical needs.

MRH provides a public need in the Capital District that has not been met by other agencies or programs. Currently, individuals in inpatient hospital settings, with no stable home to which they can safely return, are discharged to DSS to be referred to emergency homeless shelters. Individuals who are unable or unwilling to utilize shelters may be discharged to the street. MRH will provide a safe space for homeless individuals to recover from illness, surgery or injury and receive supportive services which will enhance their recovery.

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-4159, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Respite)

Date: 3/28/23
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 (IPH)

176 Sheridan Avenue, Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$245,000

Scope of Services: IPH will operate the Sister Mavis Jewell Medical Respite for the Homeless, which will house and serve adult men and women who are homeless and being discharged from an inpatient hospital setting with ongoing medical needs.

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: \$11,667 \$50,750 \$29,167

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

Appropriation Amount: \$11,667 \$175,000 \$58,333

Source of Funding - (Percentages)

Federal: 4.8

State: 32.6

County: 62.6

Local:

Term

Term: (Start and end date) 4/1/2023-12/31/2024

Length of Contract: 21 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: n/a

Date of Adoption: n/a

Justification: (state briefly why legislative action is requested)

The Sister Mavis Jewell Medical Respite for the Homeless (MRH) is located at 35 S. Ferry St., Albany NY 12210 and provides a public need in the Capital District that has not been met by other agencies or programs. Currently, individuals in inpatient hospital settings, with no stable home to which they can safely return, are discharged to DSS to be referred to emergency homeless shelters. Individuals who are unable or unwilling to utilize shelters may be discharged to the street. The MRH will provide a safe space for homeless individuals to recover from illness, surgery or injury and receive supportive services which will enhance their recovery. Homeless individuals admitted to MRH will receive shelter in the form of a single room with toilet and sink facilities, access to showers, access to laundry, 3 meals per day, supervision by trained staff 24 hours a day/7 days a week/365 days a year. Visiting nursing or other services are able to be provided onsite. Guests will also have access to daily case management and case coordination services by MRH staff. Specifically, the MRH Supervisor and Case Coordinator will each carry a caseload of guests and will meet daily with each guest to discuss the person's recovery, service needs, housing goals, and anything else relevant to the individual's discharge plan. Case Coordination services will focus on connecting guests to health care services, including primary care physicians, specialists, medication management, rehabilitative and therapeutic services, to promote improved health outcomes and long-term health stability. Any guests requiring on-site nursing or aide services will have those services coordinated by hospital discharge staff and the Case Coordinator. In addition to focusing on health-related needs, Case Coordinators will address any other barriers that have prevented guests from maintaining stable housing, including needs related to mental health, addiction, criminal history, domestic violence, and income. In addition to the services noted above, MRH staff will provide transportation for guests exiting the hospital and entering the program and for guests needing assistance attending follow-up appointments. MRH staff will be available to sit in on appointments, at the guest's request, for further support and to ensure wrap-around care and follow-up. As noted, program staff will work in conjunction with hospital discharge planning staff to arrange any onsite services that guests will need while residing in Respite, such as a visiting nurse or an aide. MRH also plans to have a local pharmacy come onsite to provide training for guests as well as one-on-one discussions about medications and barriers to medication management. Additionally, Interfaith Partnership for the Homeless' full time nurse will provide regular trainings for guests on general health-related topics and will be available for consult with any guests having questions unable to be answered by staff or other providers. This is a 10 bed facility and as of February 2023, 21 clients were served. Pursuant to 17-ADM-04 NYS requires shelters to submit calendar year budgets. Since the MRH current contracts run from April 1, 2022 thru March 31, 2023 we are making this a one-time 18 month contract until the end of 2024 and thereafter renewing the contract on a calendar year basis.

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

CONTRACT NO. 6844

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, and

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 the Sister Mavis Jewell Medical Respite for the Homeless 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 to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision,

transportation to and from medical appointments, assessment of housing and self-sufficiency-related needs and development of a plan to obtain permanent housing as well as the community services necessary to become self-sufficient, information and linkages to services prior to discharge, 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: 35 S. Ferry St. Albany, NY 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 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 will share copies and communicate with the Department all inspection reports and information related to OTDA and Rensselaer County inspection reports. The Provider must ensure it is in compliance with all regulatory requirements for the Department to refer and shelter individuals from Albany County.

The Provider agrees to notify the Department in writing, within one (1) business day any serious incident as defined by 18 NYCRR § 352.38 (c) or 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 a per diem rate of **ONE HUNDRED AND 42/100 (\$100.42) DOLLARS**, and is not to exceed, **NINETY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$98,500.00)** as full compensation for the Service described under this Agreement. Said amount represents the operating component of the facility per diem rate approved by NYS OTDA.

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.

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 sixty (60) 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 April 1, 2022 and shall continue in effect through March 31, 2023. 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.

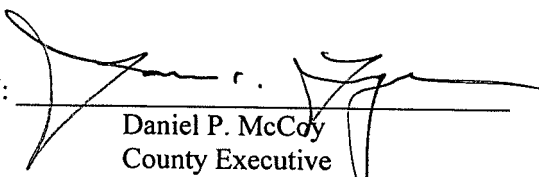
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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.

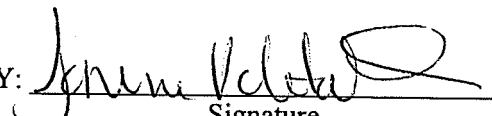
COUNTY OF ALBANY

DATE: 3/29/2022

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

INTERFAITH PARTNERSHIP
 FOR THE HOMELESS

DATE: 3/14/22

BY: 
 Signature


 Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, 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 29th day of March, 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, 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 14th day of March, 2022, 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 he/she/they executed the same in his/her/their capacity, and that by his/her/their 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

Amandia L. Carr
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).

IPH

Organization

[Signature]

Authorized Signature

Executive Director

Title

3/14/22

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.

JPIT
 Organization
[Signature]
 Authorized Signature
Executive Director
 Title

3/14/02
 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) under this contract shall be defined as an individual, age 18 and over, who have been diagnosed with an acute medical condition and is medically stable and behaviorally appropriate for a congregate setting; and who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net or Emergency Assistance for Adults.
- 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 him/herself 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.
2. The Provider agrees not to accept any individual who is less than 18 years of age.
3. Referrals directly received by the Provider from a hospital or the designated Homeless Housing/Emergency Services On Call provider must go through the appropriate process to receive prior approval for admission to the Medical Respite from the Department (DSS). Hospital discharge staff must, at a minimum, complete the necessary referral form to request this approval from DSS.
4. Provider will also take referrals from DSS who are determined to need the specialized services offered by the shelter.
5. 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.

- 6 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, medical providers and other health care service providers.
- 7 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.
- 8 The Department reserves the right to review and approve the protocol which is developed, related the safeguarding of the health and safety of Sister Mavis Jewell residents, as required under the terms of this Agreement. The provider will have a Security Plan addressing protocols for resident safety, fire safety and security.
- 9 With regard to individuals who present with alcoholism and/or substance abuse problems, 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.
- 10 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 such instances where the individual's needs cannot be met, the Provider will make appropriate arrangements for transfer of the individual to an appropriate medical facility or a facility which can provide the proper level of care.
- 11 b. In such instances that an individual no longer requires medical respite services, the Provider will work with the Department to relocate the individual to a non-medical respite shelter or other housing arrangement. The Provider agrees that discharges of this nature will not occur after 12 p.m. Monday through Thursdays nor will they occur on Fridays unless there is a health and safety risk for the others at the shelter. Should a health or safety risk occur during non-business hours, the Provider will work with the designated Homeless Housing/Emergency Services On Call Provider to relocate an individual. Non- business hours are defined as 4 p.m. to 8 a.m. Monday through Friday as well as 24 hours per day on weekends and holidays. The Provider shall not admit or retain a number of persons in excess of 10.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum:

- room and board,

- supervision,
- three (3) meals per day,
- care coordinator will arrange visiting nursing, aides or other services able to be brought onsite,
- daily case management,
- intensive case coordination services which will connect residents to health care services, including primary care physicians, specialists, medication management, rehabilitative and therapeutic services
- Safe and secure medication storage
- Transportation from hospital to shelter as well as to attend follow up medical appointments
- assessment of needs and provide linkages to necessary services and supports in order to improve health outcomes and long term health stability, as well as address needs related to housing permanency and the factors which underlie homelessness,
- assistance in securing permanent housing and/or residential placement.
- The Provider agrees that Shelter case management staff will case conference, at a minimum biweekly, with the Department staff to case manage, connect individuals to services, secure permanent housing as well as make referrals to supportive housing and other community groups.

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 and reporting the census to the Department (DSS) by 9 am each morning;
 - monitoring residents to identify abrupt or progressive changes in medical condition, behavior or appearance; which may signify the need for further assessment and services;
 - 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 attend trainings and discussions related to medication management and general health related topics;
 - 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
 - Complete the OTDA Serious Incident Report Form and send to LDSS and OTDA
 - Notify the appropriate local and state 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 agrees to comply with 18 NYCRR 491.12 (g) (h) (i) 1-4 and (j) and submit a plan to OTDA and the Department for any volunteers utilized in lieu of paid staff. The Provider will assume full responsibility for training and supervision of all volunteers 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 case management, case coordination and supervision of residents.

4. Case Management and Care Coordination 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. Case Management and Care Coordination 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 case management and care coordination services, including but not limited to health care services, housing and self-sufficiency services. Reporting requirements under this contract which will assist the Department and the Provider in evaluating and assessing the trends and efficacy of the services under this requirement will include but are not limited to those outlined 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 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 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 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 and 16-ADM-11 Temporary Housing Assistance: Consolidation and Clarification of Policy.

F. Resident Access to the Facility

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.

As the residents, medical condition improves, the Provider agrees to case conference with the Department as noted in Section III (C) Resident Services.

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

Reimbursement

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. All shelter residents for whom the facility seeks reimbursement are required to make a Temporary Assistance application in-person at the Department.
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.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount stipulated in Article X of this Agreement.
2. 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 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.

C. Hospital discharge/disabled:

Residents will remain in the medical respite shelter until their medical condition no longer warrants medical respite services and/or permanent housing is arranged. Contractual agreement requires the independent living plans to outline the resident's medical condition, disability and plans to be self-sufficient. The hospital discharge and disabled population that are able to be accommodated at a regular shelter should not be included in this bed space.

CONTRACT REPORTING REQUIREMENTS

Program Name:					
Date of Report:	1 st Quarter # of Unduplicated Residents	2 nd Quarter # of Unduplicated Residents	3 rd Quarter # of Unduplicated Residents	4 th Quarter # of Unduplicated Residents	Grand Total
Reporting					
GOAL: Primary Referral Source will be Identified					
Identify number of individuals referred from:					
Samaritan Hospital					
Albany Medical Center					
Albany Memorial Hospital					
St. Peter's Hospital					
Other (Specify):					
Other (Specify):					
GOAL: All Residents will meet with a Shelter Case Manager and Care Coordinator to develop a written Independent Living Plan that includes individualized goals focused on improved health outcomes, long term health and housing stability					
Number of Residents who have developed a written Independent Living Plan that includes individualized goals focused on improved health outcomes, long term health and housing stability					
GOAL: All Residents will engage in a supportive service during their shelter stay that will further their ability to achieve long-term health stability and housing stability (mental health services, substance abuse treatment, Adult Protective Services, payee services, health care education and training, medical and other health care services, legal services, domestic violence services, financial assistance, etc.)					
Identify the number and type of supportive services that Residents have engaged in:					
Mental health services					
Substance Abuse Treatment					
Adult Protective Services					
Payee Services					
Health Care Education and Training					
Medical or other Health Care Services					
Legal Services					
Domestic Violence Services					
Financial Assistance					
Other Supportive Services (Specify):					
Other Supportive Services (Specify):					
GOAL: Referrals/Admissions appropriate for Medical Respite Shelter					
Identify number of referrals that were inappropriate for medical respite services					
Explain trends/reasons why inappropriate for medical respite services:					
GOAL: Residents successfully discharged to permanent housing					
Identify the number of Residents who have been discharged to a unit of permanent housing					
GOAL: Residents successfully discharged to appropriate residential program (transitional housing, treatment facility, psychiatric facility, assisted living, nursing facility, etc.) and the type of residential program/facility.					
Identify the number of Residents who are discharged to one of the following residential programs:					
Transitional housing					
Treatment Facility					
Psychiatric Facility					
Assisted Living					
Nursing Facility					
Skilled Nursing Rehabilitation Facility					
Other Type of Residential Facility (Specify):					
Other Type of Residential Facility (Specify):					
Medical Respite Individuals unable to be move to permanent housing					
Identify the number of residents who have been discharged to one of the following shelters:					
Interfaith					
Schuyler Inn					
Marillac					
Mercy House					
Lawanga					
Morton Avenue					
Community Maternity Services					
City Mission					
Other (specify):					
Other (specify):					
Reasons why individual unable to be permanently housed					
Specify:					
Specify:					
Specify:					
Specify:					
Specify:					
Specify:					

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 April 1, 2022 - March 31, 2023. 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.



INTEPAR-01

TKEENAN

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 & Klernan, 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 INSURER A: Philadelphia Indemnity Ins Co. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ 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	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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) ☐ Y/N 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)

RE: Medical Respite at 35 S Ferry St, Albany, NY
 Albany County Department of Social Services is listed as additional insured with respects to General Liability and Automobile Liability if required by written contract per the above noted policy form.

CERTIFICATE HOLDER

CANCELLATION

Albany County Dept. of Social Services 162 Washington Avenue 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
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New York State Insurance Fund

PO Box 66699, Albany, NY 12206

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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



SCAN TO VALIDATE
 AND SUBSCRIBE

POLICYHOLDER

INTERFAITH PARTNERSHIP FOR
 THE HOMELESS INC
 35 S FERRY ST
 ALBANY NY 12202

CERTIFICATE HOLDER

ALBANY COUNTY D.S.S.
 162 WASHINGTON AVE
 3RD FLOOR
 ALBANY NY 12210

POLICY NUMBER A 851 069-5	CERTIFICATE NUMBER 710152	POLICY PERIOD 12/05/2021 TO 12/05/2022	DATE 3/24/2022
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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: 85067424



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

VALARIE SACKS
DEPUTY COMMISSIONER

April 5, 2023

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:

Authorization is requested to contract with Cornell Cooperative Extension of Albany County to provide Home Energy Assistance Program (HEAP) outreach and certification services. HEAP is a state-supervised program to assist eligible low-income households in meeting the costs of home energy.

The Local Department of Social Services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. The LDSS must establish a local certification network, which provides for an alternative non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance. Cornell Cooperative Extension of Albany County meets these requirements and also accepts/processes all mail-in applications.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis Feeny, Majority Leader
Frank 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-4160, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Cornell)

Date: 3/28/23
Submitted By: Joseph DeAngelis
Department: Social Service
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):

Cornell Cooperative Extension of Albany County

P.O. Box 497, 24 Martin Road, Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$160,000

Scope of Services: Provide Home Energy Assistance Program (HEAP) outreach and certification services to low-income residents in Albany County, especially elderly and handicapped individuals. Service to include the preparation and review of all mail-in applications.

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 393.3

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6010 04610

Revenue Amount: \$35,200.00

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$160,000.00

Source of Funding - (Percentages)

Federal: 22

State: Click or tap here to enter text.

County: 78

Local:

Term

Term: (Start and end date) 10/1/2023 - 9/30/2024

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: 244

Date of Adoption: 7/11/2022

Justification: (state briefly why legislative action is requested)

Authorization is requested to contract with Cornell Cooperative Extension of Albany County (CCE) to provide HEAP outreach and certification services. HEAP is a state-supervised program which provides federal financial assistance to eligible low-income households in meeting the costs of home heating and cooling. The Local Department of Social Services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. The LDSS is required to have a local certification network, which provides for an alternative non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance.

Cornell Cooperative Extension will provide outreach, information and certification services for the general public residing in Albany County and also accept/process all mail-in HEAP applications.

In the 2022/2023 HEAP season to date (9/1/22- 3/15/23) CCE has processed 2,400 HEAP applications and has received over 9,000 HEAP calls during the 22/23 season. In addition, CCE assisted over 600 individuals that applied online or received HEAP through SNAP autopay, to supply documents, utility disconnects and out-of-fuel letters to ACDSS.

During the next contract period CCE will:

- Bring the benefits of the Home Energy Program to eligible residents - especially working families, retirees and disabled persons within Albany County.
- Receive HEAP applications and documentation, interview applicants and forward applications to ACDSS for

final determination and payment. Cornell will continue to receive application through the mail and in-person.

- Complete HEAP “application days” at satellite sites throughout Albany County including Rensselaerville, Cohoes, Colonie, Bethlehem, and New Scotland.
- Advertise the availability of the HEAP program and eligibility criteria for receiving benefits on CCE website and social media.
- Assist in handling HEAP in-person and mail-in applications and HEAP phone calls for the entire County.
- Continue to be fully-open to the public at both office sites, as it has been since the start of the 22/23 season.
- Cornell will continue to work with their outreach partners including Colonie Senior Department, Cohoes Multi-Service Senior Center, Town of Guilderland Senior Office, Town of Bethlehem Senior Services, New Scotland Senior Outreach, and Hilltown Resource Center to provide HEAP services to mutual customers.
- Continue to provide postage paid return envelopes to applicants that indicate that they lack the ability to leave their home for postage or lack the funds to buy stamps.
- Continue to maintain a locked drop box at their offices to allow individuals to leave applications and documentation securely. These boxes are checked multiple times per day.
- Continue to do home visits for individuals that are in emergency situations, particularly furnace replacement and repairs and fuel emergencies, but are unable to apply in person, or through the mail.
- work with the County’s home delivered meal providers to have an informational flyer provided to home delivered meal recipients.

CCE will also continue to identify other outreach opportunities.

**SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
CORNELL COOPERATIVE EXTENSION OF ALBANY COUNTY
FOR
HOME ENERGY ASSISTANCE PROGRAM
OUTREACH, CERTIFICATION AND EDUCATION SERVICES**

RESOLUTION NO. 244, ADOPTED 7/11/2022

This is an Agreement between the County of Albany, a municipal Corporation, (hereinafter referred to as the "County"), acting through the Albany County Department of Social Services (hereinafter referred to as "DSS"), Albany County Office Building, 112 State Street, Albany, New York 12207 and the Cornell Cooperative Extension of Albany County with principle offices located at 24 Martin Road, Voorheesville, New York 12186 (hereinafter referred to as the "Provider") regarding the Home Energy Assistance Program (hereinafter referred to as "HEAP").

WITNESSETH:

WHEREAS the County requires a service Agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County of Albany shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for such assistance and care (hereinafter referred to as the "Service"), and

WHEREAS the Provider in consultation with the County has agreed to provide HEAP services for specified and agreed to fees as stated in Article X of this Agreement, and

WHEREAS the County has accepted the offer of the Provider to provide HE~~A~~P services, and

WHEREAS, the County has authorized support and maintenance of county extension work under County Law Section 224 (8), and

WHEREAS, the Provider is the designated agent of Cornell University under Section 224 (8) to provide the extension service required locally, and

WHEREAS, the Provider will provide under this agreement connection to the Cornell University Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the Land-Grant University system, and those subjects pertaining to Agriculture and Life Sciences and Human Ecology directly to the residents of Albany County that are covered in the above colleges and universities, and

WHEREAS, Provider will supervise and empower staff associated with this agreement to connect with and align themselves with the set forth plans of work of the State and National Land-Grant and Cooperative Extension systems to further the improvement of Albany County's residents knowledge and practices, and

WHEREAS, Provider has satisfactorily demonstrated that it has the experience and expertise through its connection to the Cornell Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the integration of the nationwide connection to the Land-Grant University system necessary to provide such services, and

WHEREAS, Provider, under the general supervision of Cornell University as agent for the State of New York, and Albany County Department of Social Services have developed an understanding which will provide for professional educational services in exchange for financial resources from the County for the purpose of application assistance and educational programming and referral to Extension's educational and training opportunities for the stated outreach services in Albany County within the mission of Cooperative Extension.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider, either directly or through an authorized representative approved by DSS, shall provide all educational services set forth and specifically defined in Exhibit 1 entitled "SCOPE OF SERVICES."

If the Provider is of the opinion that any work the Provider has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Provider shall promptly notify the County of the fact. The County shall be the sole judge as to whether or not such work is, in fact, beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the County determines that such work does constitute Extra Work, it shall provide extra compensation to the Provider on a negotiated basis.

The County invests in this Agreement in order to maximize the effectiveness of HEAP for low income residents of Albany County. Ideally, all eligible HEAP customers will become aware of and apply for HEAP. In particular the County (as investor) seeks a partnership with the provider (as implementer) that will:

1. Maximize the number of people who are specifically aware of the available benefits of HEAP so as more who qualify will apply for this benefit.
2. Maximize the number and percent of eligible applicants and therefore reduce the number of applicants who are potentially denied a benefit, thereby freeing staff time and resources to process benefits for eligible applicants more quickly.
3. Maximize customer service and satisfaction by taking complete, accurate applications so that extensive follow-up is not necessary and track applications carefully to minimize duplicate applications.
4. Monitor and provide timely response to Albany County Energy Hotline telephone messages via Outlook Web Access.
5. Provide educational materials, programs, trainings and support to applicants and their families with regard to household energy conservation, basic household budgeting and resource management, and other life skill training opportunities.
6. Provide referrals and enrollment to other educational programs that provide supports to limited income residents i.e. Weatherization, SNAP Ed, EFNEP, Lead Certification Training, Financial Management, Emergency Preparedness, Strengthening Families Program, etc.

7. Distribute educational resources and enrollment information through Cornell Cooperative Extension (provider) newsletters and website, and through various direct and indirect educational programming.
8. Track participation in all outreach and educational activities offered.

In order to maximize the likelihood of achieving the County's desired outcomes as well as the effectiveness of the Provider's overall HEAP services, the provider agrees to review all HEAP applications presented either by mail or in person.

ARTICLE II. GENERAL PROVISIONS

DSS will provide the Provider with the name, address, telephone and FAX numbers of the principal DSS contact for the submission of printed materials, logs, reports and any other materials requiring DSS approval before the beginning of the HEAP season. DSS will communicate any changes in this information to the Provider promptly.

DSS will provide the Provider with the name(s), location(s), telephone and FAX numbers of DSS contact(s) for the submission of applications. DSS will communicate any changes in this information to the Provider promptly.

As part of this Agreement, and especially including conditions of payment for services provided:

1. Only applications which meet the following criteria shall be considered complete and accurate:
 - application forms and budget worksheets are completed fully and accurately
 - mathematical computations are calculated and displayed
 - presumptive eligibility determinations – including the primary reason for ineligibility – are clearly indicated
 - all required documentation – including legible photocopies as appropriate – are attached

ARTICLE III. 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 IV. 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 V. 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 VI. FAIR HEARING

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

The County shall notify applicants/recipients 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 VII. 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 VIII. 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 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

The maximum payment for all services provided under this Agreement shall be **ONE HUNDRED SIXTY THOUSAND DOLLARS and NO CENTS (\$160,000)**. It is understood that the Provider will continue providing HEAP services for the duration of each season based on public interest.

Services provided for each HEAP season under this Agreement shall be paid according to the following schedule:

1. An initial payment of \$40,000 will be paid by January 31st of the contract year or as soon as appropriate HEAP funds are received from New York State. These funds are usually received by January 31 of each year.
2. An additional payment of \$40,000 will be paid by April 1st of the contract year.
3. An additional payment of \$40,000 will be paid by July 1st of the contract year.
4. A final payment of \$40,000 will be paid by September 30th of the contract year.

ARTICLE XI. 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 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, 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 XIV. 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 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-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. 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 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. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2022 and will continue in effect through September 30, 2023. 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 XX. 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 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. 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 XXIV. 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 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. 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 XXVII. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE XXVIII. NOTICE

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission, at the addresses for and the representatives of the parties shown below:

Name: Laurie Ingersoll; Department: Energy/Nutrition; 162 Washington Ave. Albany, NY 12210

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

The provider hereby represents that the Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the 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. 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 XXXI. 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.

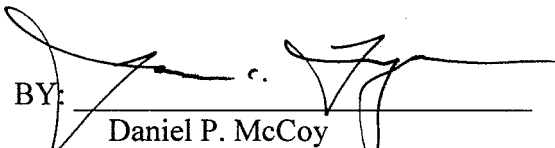
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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 indicated below.

ALBANY COUNTY

DATE: 11/2/2022

BY: 

Daniel P. McCoy
Albany County Executive

or

Daniel C. Lynch
Deputy County Executive

CORNELL COOPERATIVE EXTENSION

DATE: 9/29/22

BY: 

Signature

Title

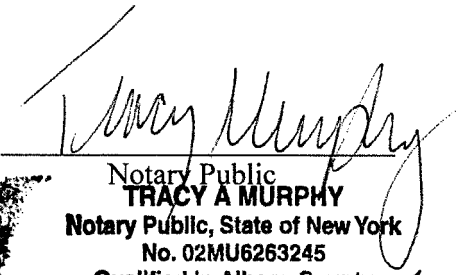
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

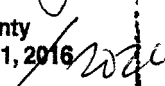
On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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.:

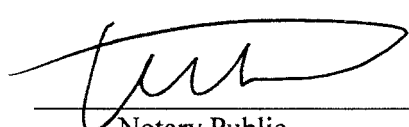
On the 2nd day of November, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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
TRACY A MURPHY
Notary Public, State of New York
No. 02MU6263245
Qualified in Albany County
Commission Expires June 11, 2016 

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

On the 29 day of September, 2022, before me, the undersigned, personally appeared Tom Della Roca, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

TERESA ANNE TYMCHYN
Notary Public, State of New York
No. 01TY6358303
Qualified in Schenectady County
Commission Expires May 8, 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 therefrom, 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

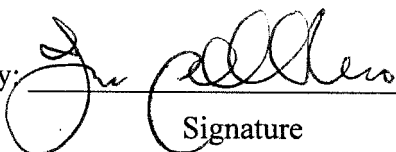
4. **Errors and Omissions Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, 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: 9/29/22

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).

Organization

Authorized Signature

Title

Date

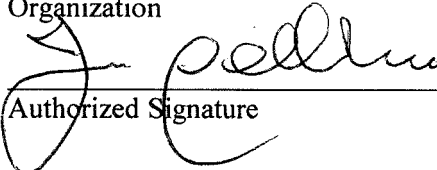
SCHEDULE D

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.

Organization  Authorized Signature Title	9/29/22 Date
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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

SCOPE OF SERVICES

The Provider shall maintain at least one main office that is open standard business hours and shall notify DSS within 30 minutes of any unscheduled closings (such as early closings because of inclement weather). The holidays shall be the same as those observed by DSS and therefore county government.

1. A messaging system shall be available 24 hours/day, 7 days a week to accommodate HEAP inquiries when the office is closed or personnel are otherwise unavailable to receive telephone calls.
2. At a minimum, the office space shall: accommodate handicapped customers, provide appropriate restroom facilities, provide adequate lighting and furniture, and provide for a private, confidential interview.

As part of comprehensive programming and outreach in the area of family and consumer sciences, including financial education, nutrition education and household energy conservation to instruct and support residents of Albany County the Provider shall provide HEAP outreach certification and educational services in Albany County. In addition, these same services shall be provided to any resident of the County eligible to apply by mail.

The Provider shall assume responsibility for the performance of outreach activities in connection with HEAP consistent with the New York State Plan and federal regulations. The conduct of said outreach services shall be designed to ensure that eligible households, especially households with vulnerable populations, are made aware of the assistance available under HEAP.

1. The Provider shall publicize the availability of HEAP.
2. The Provider shall develop informational materials regarding HEAP eligibility criteria, documentation requirements, office location, hours of operation and telephone number. The Provider shall disseminate these materials to the public from community centers, service organizations, businesses and other sites, which the Provider may deem appropriate. All printed materials shall be submitted to DSS for review and approval at least 30 days prior to their dissemination. DSS will notify the Provider regarding approval or a request for revision within 10 days of receipt.
3. The Provider shall make presentations designed to educate the public about the availability of HEAP at a minimum of 10 community forums during the HEAP season.
4. The Provider shall schedule and conduct "HEAP Outreach Days" at satellite sites during the HEAP season. The purpose of these sessions shall be to market the HEAP program and encourage applications from low-income households. The Provider shall provide a schedule of the dates and locations of these "HEAP Outreach Days" to DSS at least 30 days in advance.
5. Outreach shall be targeted to HEAP-eligible residents. HEAP-eligible households include, (but are not necessarily limited to): low-income homeowners, renters (both publicly subsidized and private) who pay for heat separately from their rent, and private, non-subsidized renters whose rent includes heat.

6. The Provider shall invite telephone inquiries and respond to them directly, minimizing telephone referrals to DSS.

The Provider shall assume responsibility for verifying eligible low-income households pertaining to HEAP in accordance with the State Plan, DSS directives, state-issued policies and operating manuals.

1. The Provider shall ensure that HEAP applications are readily available and shall provide appropriate instructions for persons requesting applications.
2. The Provider shall review the HEAP "Application Rights Form" with the customer during each application interview.
3. The Provider shall conduct home visits for disabled/homebound residents. Home visits shall take place within 18 hours of notification for disabled/homebound residents with emergencies.
4. The Provider shall monitor their application database to ensure that only one application per household is submitted within a 30-day period.

The Provider shall comply with DSS directives, including, but not limited to directives pertaining to the provision of assistance or referral services to eligible households in cases of emergencies.

The Provider shall submit applications to DSS according to the following schedule:

1. All completed applications (including application denied due to the household not meeting the eligibility guidelines) shall be submitted to DSS within 15 calendar days after the date of application.

The Provider shall assist DSS in an ongoing review and monitoring of HEAP, including the timely reporting to the New York State Office of Temporary and Disability Assistance with any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

1. The Provider shall maintain spreadsheets of outreach efforts initiated and applications received. Copies of these spreadsheets shall be submitted to DSS on a weekly basis throughout the HEAP season.

The Provider shall require that their personnel who will provide HEAP outreach and/or certification services attend a training session of not more than one full day which will be scheduled prior to the start-up of the HEAP program. DSS will notify the Provider of the date, time, and location of this training.

The provider agrees to integrate evolving technological enhancements into the application and communication process. Such enhancements may be related to the NYS Welfare Management System (WMS) or MS Office based technology and online application process.

Albany County Department of Social Services uses a central phone line (518-447-7323) with a voice-mail phone tree for callers seeking answers to questions related to and/or resolution of fuel/utility issues and emergencies. The Provider will be responsible for removing voicemail messages from Albany County's phone line via webmail internet access. The Provider will attempt to resolve the caller's question or concern via their access to fuel/utility vendors and the

Welfare Management System. When possible, Provider will return the call within a two day time frame. For those instances in which DSS attention is needed for resolution, Provider will alert DSS staff by e-mail, fax or telephone, depending on the urgency of the situation. DSS staff will work together with Provider staff to resolve the issue and decide, on a case by case basis, who will handle the follow-up communication with the caller.

The Provider shall provide program delivery services set forth in the Home Energy Assistance Program (HEAP) Outreach and Certification Services, specifically providing a comprehensive program to assist limited resource county residents to become aware of and apply for HEAP benefits. Provider will also provide educational support to assist these limited resource families with no cost/low cost energy conservation tips, information regarding household hazards and safety (i.e. carbon monoxide), basic financial literacy as it applies to household budgeting and resource management (i.e. paying their energy bills etc.). Provider will also be responsible for guidance and referrals to educational programs within the Cornell Cooperative Extension Albany County system as well as other community supports such as but not limited to: Eat Smart New York-SNAP Ed., emergency preparedness, weatherization, 4-H, etc. Additionally, educational resources and information will be distributed directly to clients as well as through Provider newsletters, website and direct and indirect educational programming efforts.

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 Cornell Cooperative Extension of Albany County.
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 October 1, 2022 - September 30, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P.W. Wood & Son, Inc. 2333 N Triphammer Road Suite 501 Ithaca NY 14850	CONTACT NAME: Karen J Supek PHONE (A/C, No, Ext): 607-266-3303 FAX (A/C, No): 607-266-9663 E-MAIL ADDRESS: ccecontracts@thewoodoffice.com														
License#: PC614566 CORNCOO-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's, Lond</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co	18058	INSURER B : Underwriters at Lloyd's, Lond		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 36947301 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		PHPK2413063	5/24/2022	5/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSIVE CONDUCT OCC \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		PHPK2413063	5/24/2022	5/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB814149	5/24/2022	5/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	CYBER LIABILITY PROFESSIONAL LIABILITY			V21C9D210401 PHPK2413063	1/25/2022 5/24/2022	1/25/2023 5/24/2023	AGGREGATE OCCURRENCE 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Home Energy Assistance Program Outreach, Certification and Education Services. 10/1/2022 - 9/30/2023.
 County of Albany is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER
CANCELLATION

County of Albany Department of Social Services 112 State Street Albany NY 12207	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
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PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 146036881
PW WOOD & SON INC
2333 N TRIPHAMMER ROAD STE 501
PO BOX 4798
ITHACA NY 14852



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER COOPERATIVE EXTENSION ASSOC IN THE STATE OF NEW YORK/ALBANY COUNTY 24 MARTIN ROAD VOORHEESVILLE NY 12186		CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 112 STATE STREET ALBANY NY 12207-2304	
POLICY NUMBER E 190 501-7	CERTIFICATE NUMBER 255517	POLICY PERIOD 01/01/2022 TO 01/01/2023	DATE 9/16/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 190 501-7, 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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1069938449



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 5, 2023

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:

Authorization is requested to enter into an agreement with Homeless and Travelers Aid Society (HATAS) for the provision of after-hours Homeless/Housing Emergency Services. HATAS provides non-business hour coverage (i.e. evenings, nights, weekends and holidays) to serve individuals and families who present as homeless or at imminent risk of homelessness by assisting them to access needed emergency shelter or diverted from homelessness by retaining or securing adequate housing.

As a local social services district, the Albany County Department of Social Services is responsible for securing temporary/emergency shelter placement for homeless persons who are eligible or potentially eligible for Temporary Assistance. DSS is also required to shelter all persons who present as homeless during Code Blue (weather under 32 degrees Fahrenheit). HATAS also provides monitoring for Code Blue nights and communicates these alerts on behalf of the Department.

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-4161, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/29/2023
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):

Homeless and Travelers Aid Society, 138 Central Avenue, Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$134,955

Scope of Services: The provision of a Homeless/Housing Emergency Services Program that provides after hours 7 days/week coverage to serve individuals and families who present as homeless or at imminent risk of homelessness, by assisting them to access emergency shelter or be diverted from homelessness by retaining or securing adequate housing.

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: AA6010 04615

Revenue Amount: \$80,000

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$134,955

Source of Funding - (Percentages)

Federal: 59.3

State:

County: 40.7

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/1/2023-9/30/2024

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: 245

Date of Adoption: 7/11/2022

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew an agreement with Homeless and Travelers Aid Society (HATAS) for the provision of an after-hours Homeless/Housing Emergency Services. HATAS provides non-business hour coverage (i.e. evenings, nights, weekends and holidays) to serve individuals and families who present as homeless or at imminent risk of homelessness by assisting them to access needed emergency shelter. As a local social services district, the Albany County Department of Social Services is responsible for securing temporary/emergency shelter placement for homeless persons who are eligible or potentially eligible for Temporary Assistance. DSS is also required to shelter all persons who present as homeless during Code Blue (weather under 32 degrees Fahrenheit).

Homeless and Traveler's Aid Society will work with the Department of Social Services in communicating to the public and to shelters those nights which are defined as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives. During Code Blue nights shelter must be provided to homeless individuals and families regardless of eligibility for Temporary Assistance; or for those individuals or families, who are eligible for Temporary Assistance, but have been determined by a shelter as someone whom they are unwilling to shelter due to behavioral/non-compliance issues.

HATAS was selected via RFP # 2021-055 (they were the sole bidder) and are the previous provider of these services.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
HOMELESS AND TRAVELERS AID SOCIETY FOR
HOMELESS/HOUSING EMERGENCY SERVICES**

RESOLUTION NO. 245 Adopted 7/11/2022

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 Homeless and Travelers Aid Society (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 138 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the County, acting through its Department of Social Services (hereinafter referred to as the "Department"), pursuant to Social Services Law, is responsible for responding to homeless housing emergencies encountered by individuals who are eligible or potentially eligible for temporary assistance; and

WHEREAS, the County, through Albany County Department of Social Services, has heretofore requested proposals for Homeless/Housing Emergency Services for homeless and at-risk person, through Request for Proposals #2021-055 (hereinafter, the "RFP"), which is incorporated by reference and made a part of this Agreement; and

WHEREAS, the Provider has heretofore submitted a proposal to provide Homeless/Housing Emergency Services (hereinafter, the "Proposal") and said Proposal submitted by the Provider is incorporated by reference and made part of this Agreement; and

WHEREAS, the County has accepted the Proposal of the Provider to provide the aforementioned services, and

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide a Homeless/Housing Emergency Services Program that provides after business hours, weekends and holiday coverage services to individuals and families who present as homeless or at imminent risk of homelessness, by assisting them to access needed emergency shelter or to be diverted from homelessness by retaining or securing adequate housing, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, as more particularly detailed in Exhibit 1.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Any requests by either party to modify the provision(s) of the exhibits must be mutually agreed to 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, except where otherwise designated in Exhibit 1, item C2.

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

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.

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.

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. 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 also advise applicants and recipients of their right to appeal.

The Department 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.

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

ARTICLE VIII. 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 IX. 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 THIRTY FOUR THOUSAND NINE HUNDRED FIFTY FIVE and 00/100 (\$134,955)** as specifically set forth in Exhibit 2, attached hereto and made a part hereof.

ARTICLE X. 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 XI. 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.

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, 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 XIV. 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 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 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 XVII. 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 XVIII. 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 XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2022 and will continue in effect through September 30, 2023. 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 XX. 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 XXI. 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 XXII. 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 XXIII. 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 XXIV. 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 XXV. 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 XXVI. 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 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. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE XXIX 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 XXX. INTERPRETATION

The Contract Documents consist of the following: this Agreement; the RFP; which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called the "Agreement").

In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE XXXI. 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.

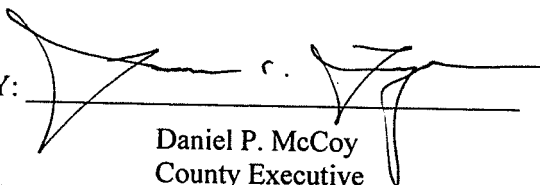
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE:

9/29/2022

BY:



Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

**HOMELESS AND TRAVELER'S
AID SOCIETY**

DATE:

9/14/2022

BY:



Name



Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, 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.:

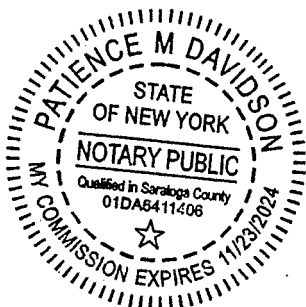
On the 29th day of September, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 14th day of September, 2022, before me, the undersigned, personally appeared Liz Hitt, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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. **Professional Liability Insurance:** A policy or policies with limits of not less than one million (\$1,000,000).

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Liz Hitt, do hereby affirm that during the term of Albany County's contract with Homeless and Travelers Aid, for the provision of 24 HRS, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date:

9/14/2022

By:

Liz Hitt

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).

Homeless and Travelers Aid Society
 Organization

Liz Hitt
 Authorized Signature

Executive Director
 Title

9/14/2022
 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.

Homes and Travelers Aid Society
Organization

[Signature]
Authorized Signature

Executive Director 9/14/2022
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

SCOPE OF SERVICES:

- A. The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, including the following roles and responsibilities.
- Receive referrals from the Department's Diversion/Homeless Team and make placements as directed by the Department of Social Services during normal business hours.
 - Receive, screen and refer homeless and at-risk individuals and families to emergency shelters, motels and other essential emergency resources during non-business hours, 7 day/week basis.
 - Identify and intervene with individuals and families who can be diverted from homelessness through retaining their current residence during non-business hours only.
 - Utilize electronic systems for recording individual case information, sharing assessment and referral information with key providers of emergency shelter and homelessness prevention services, and tracking and analyzing data related to the incidence, characteristics and outcomes of encounters with homeless and at-risk persons.
 - Collect and share with the Department all relevant information required for quarterly reporting mandated by OTDA, incidents of homelessness and current homeless trends.
- B. Target Population
1. The targeted population eligible to receive services through the Homeless/Housing Emergency Services Program will include all persons or households who present in Albany County as homeless or at imminent risk of homelessness, including but not limited to the following subgroups:
 - Single individuals
 - Childless couples
 - Pregnant women and teens
 - Families with minor children, including teen parents
 - Homeless, runaway youth, ages 16 and older
 - Victims of domestic violence
 2. Consistent with the provisions of NYS directives, a homeless person or household will be considered "...an individual or family that is not domiciled, has no fixed address, lacks a fixed regular nighttime residence, resides in a place not designed for or ordinarily used as a regular sleeping accommodation for human beings (such as a hallway, bus station, lobby or similar place), resides in a homeless shelter, resides in a residential program for victims of domestic violence, or resides in a hotel/motel on a temporary basis".
 3. For the purposes of this program, an individual or family will be considered as being at imminent risk of homelessness if they are experiencing one or more of the following circumstances:

- Their rent is in arrears and/or they are involved in a landlord-tenant dispute that has resulted in, or is likely to result in, a threatened eviction.
 - The household resides in housing that has code violations.
 - The household is at risk of loss of housing due to an actual or threatened utility shut-off.
 - The household is living doubled-up in overcrowded housing conditions.
4. Resolution to all homelessness emergencies must continue to be sought until explicit approval to terminate service provision is provided by an authorized Albany County Department of Social Services representative.
 5. Eligibility for services under this program will not be dependent upon receipt of Temporary Assistance benefits from the Department, although a household's eligibility may impact the services provided and options available to them for addressing their homeless/housing emergency.

A household's eligibility or sanction status may impact the options available to them for addressing their homeless/housing emergency, and is determined by Departments Diversion/Homeless Team.

6. In order to be eligible for FFFS-funded services (see Section 6.4) under this program, families must either be in receipt of or eligible to receive assistance from the Department, or be determined to have income not exceeding 200% of poverty. Families with income who are sheltered at Marillac Residence will be considered to be eligible under this definition, even if their income exceeds 200% of poverty.

The Provider will certify whether households served are at or below 200% of the Federal poverty level. Certifications will be obtained consistent with the provisions of 00-LCM-20, issued by New York State Office of Temporary and Disability Assistance. Under this directive, the Provider will be responsible for obtaining and reviewing self-attestations of income from those households eligible for 200% TANF Services, but not currently in receipt of Family Assistance or Safety Net Assistance. Such certifications should be obtained at the time of initial contact with the family. In the event that an intake is being conducted by telephone after-hours, relevant eligibility information should be verbally obtained and documented, and an effort made to have the consumer provide a completed self-attestation form from the consumer the next working day.

7. Eligible homeless persons and households will include those who reside in or present themselves in Albany County with a homelessness emergency, or who reside in Albany County and present as at-risk of experiencing homelessness. If a question or dispute arises regarding the County with responsibility to serve a homeless individual or family, the Provider will accept the household for services and refer the matter to the Department's contract manager for resolution. Under no circumstances should an individual or family presenting in Albany County as homeless be refused services as the result of an inter-jurisdictional dispute.
8. Victims of domestic violence who are appropriate for placement in a Residential Domestic Violence Facility will receive only limited services under this program, to include screening to identify the presence of domestic violence and immediate referral for residential domestic violence services. The Provider will be responsible for referring

victims of domestic violence who contact the program to a provider(s) to be designated by the Department, in accordance with an agreed upon protocol.

9. Homeless and at-risk persons who meet the definition of eligibility for services under this program will include but not be limited to those having mental health, drug/alcohol, physical, medical, intellectual and developmental disabilities, and language/communication barriers. Included are persons previously living in the community, on the streets, or being discharged from hospitals, psychiatric facilities, correctional facilities, and other similar institutional programs.
10. Homeless and at-risk persons may seek services from the Homeless/Housing Emergency Services Program either directly, or through referral from a community agency or other entity during non-business hours only.

C. Program Operations and Siting

1. The Provider will operate a program with the capacity for individuals and families to present homeless and housing emergencies on an after business hours, weekends and holiday coverage basis, as follows.
 - The Provider agrees they will operate a program with the capacity for individuals and families to present as homeless or experiencing a housing emergency during *non-business hours (defined as 4 p.m. to 8 a.m. Monday through Friday as well as 24 hours per day on weekends and holidays)*, as follows:
 - The Homeless/Housing Emergency Services Program must be available countywide and be staffed with trained operators able to screen, triage and problem solve with callers, making referrals and linkages to community resources and arranging for shelter as needed. Staff must be trained in directing callers to appropriate emergency services when necessary (e.g. Domestic Violence services, Mobile Crisis, etc.).
 - Direct staff coverage must be maintained during non-business hours, on weekends and holidays. **Non-business hours coverage must, include at a minimum, walk in office availability, accessible by public transportation, that begins at 4 p.m. and ends at 6 p.m. or an alternative time as agreed upon by the parties.** The Provider agrees to also have a telephone on-call system for the remainder of the non-business hours.
 - The Provider agrees to operate a system for after-hours coverage that involves minimal response waiting time, and that also minimizes the need for a homeless individual or family to initiate multiple phone calls.
3. The Provider will establish a response system that ensures that eligible individuals and families throughout Albany County have the ability to readily access services through this program.

D. Screening and Assessment

1. During regular business hours, an initial, - screening will be conducted by Department's - Homeless Emergency Services Team to determine the immediate needs of the individual or family and their eligibility to receive services through the program.

Denials of service at the point of initial screening may be made only for those households who present a need that does not fall under the scope of the program or who do not meet the specified eligibility criteria will be made by the Departments Homeless Emergency Services Team.

2. For those individuals and families who are screened as eligible for program services, an immediate referral will be sent to the Shelter Provider for shelter placement. Information to be obtained through the assessment interview will include but not be limited to the following. (Note that for initial contacts with households that take place after-hours by telephone, an abbreviated interview will be conducted by the Provider, focused on obtaining such information as essential to an appropriate emergency response.)
 - Identifying information (name, aliases, date of birth, social security number)
 - Demographic information (sex, household size and composition)
 - Income sources and amounts
 - Current or last address of residence
 - Reason for current housing emergency or episode of homelessness
 - Disabling conditions or special needs of household or individual members, including but not limited to:
 - Mental illness
 - Medical or physical disabilities, including physical limitations with relevance to communicating and/or selection of appropriate shelter/housing sites
 - Domestic violence
 - Veteran status
 - Seniors, frail and/or very old elderly
 - Runaway/homeless youth
 - Pregnant or parenting teen
 - Arson conviction
 - Sex Offender Registry screening results (see item 4 below)
3. With appropriate consumer consent and where circumstances allow, collateral contacts will be made as necessary to determine a household's current status and related housing and service needs.
4. All adults must be screened through the following Sex Offender Registries, prior to referral for placement in an emergency shelter or motel, regardless of whether they self-identify as a sex offender. All placements of individuals listed on any Sex Offender Registry must be in compliance with any applicable restrictions imposed under existing Federal, State or Local Law when possible. An individual should not be denied shelter because we cannot meet the Federal State and local Laws. It will be the responsibility of the Department to address the situation and find appropriate emergency housing.

NYS Sex Offender Registry

http://criminaljustice.state.ny.us/nsor/search_index.htm

Albany Police Department "Sex Offender Watch"

<http://www.apdonline.org/police/index.htm>

NYS Department of Correctional Services Prison Inmate Registry
http://www.criminaldivision.com/database/nys_inmates.html

US Department of Justice Dru Sjodin National Sex Offender Public Website
<http://www.nsopr.gov/>

E. Establishment of Emergency Services Plan during Non-business Hours

1. An emergency services plan will be developed for each eligible household, to address needs identified through the screening and assessment process. The service response to a household's housing emergency will be individualized, with the goals of intervention being specific to the household's circumstances.
2. In all instances, the service response must address one of the following two goals:
 - The household is diverted from homelessness by retaining or securing available, safe housing, whether temporary or permanent.
 - The immediate food and shelter needs of homeless households are met through placement in an appropriate emergency shelter or motel.
3. A basic needs assessment must also be provided to all households, as required, with particular attention to Temporary Assistance, Food Stamps, Medicaid, HEAP, Social Security Administration and Veterans Administration benefits. For homeless families and individuals where such is not feasible, the Provider will obtain the client's consent and share the assessment with the emergency shelter providers.
4. **Homelessness Prevention During Non-Business Hours**

Interventions during non-business hours intended to prevent homelessness and avoid the need for emergency shelter placement will include but not be limited to the following.

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary or permanent housing.
- Verifying the status of tenancy in instances where a household reports a threat of eviction, to determine whether the housing unit remains currently available.
- Homelessness prevention advice, including emergency and short-term interventions intended to stabilize a household's immediate housing circumstances sufficiently to divert the need for emergency shelter placement. Homelessness prevention services provided must not duplicate, but rather expand upon, other homelessness prevention services available within Albany County.
- For instances of threatened eviction or utility shut-off, directly communicating pertinent information of the households circumstances with the Department on the next business day.

- Directly providing short-term advocacy and service linkage support to assist in stabilizing the household's immediate housing circumstances. To the fullest extent possible, the Provider will link households diverted from entering emergency shelter with services and resources available in the community to assist them in retaining or securing safe, stable permanent housing.
- For households with access to permanent housing in another county, state or country, assisting with making arrangements for their return to that location, including but not limited to verifying the availability of the housing, coordinating with the Department of Social Services for payment of travel costs, assisting with and verifying travel arrangements.
- Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage with resources, supports and benefits that will allow for their continued stay, in lieu of shelter placement, until alternate permanent housing can be secured.

5. Emergency Shelter Placement

Interventions targeting the needs of homeless individuals and families will include but not be limited to the following:

- Rapid screening and assessment to determine any special needs that would impact decisions regarding the most appropriate setting for the provision of emergency housing based on direction from Department of Social Services - Homeless Emergency Services Team during normal business hours.
- Daily census reports from all shelter and motels before 9AM and at 4PM for after hours.
- Determination of the most appropriate shelter option available to the family or individual under the direction of the Departments -Homeless Emergency Services Team.
- Consents are obtained from the homeless individual or family to allow for referral to an appropriate facility and to share with the facility.
- Initiation of a referral to the selected facility to verify bed availability and the facility's ability to admit the referred individual.
- Same day placement is expected for all homeless individuals and families, in an emergency shelter or motel that has confirmed its availability and willingness to accept the referral.

While an inability to secure an appropriate emergency housing placement for a homeless individual or family should occur only rarely, in all such instances the Provider will notify the Department contact person(s) as soon as possible. The Provider will make all reasonable efforts to ensure that the health and safety of the individual or family members are not endangered as a result.

- Arrangements for transportation to the emergency shelter site per direction from the - Homeless Emergency Services Team as necessary.

F. Albany County Department of Social Services Responsibilities

1. Albany County Department of Social Services will work in cooperation with the Provider in developing an effective system to respond to homeless/housing emergencies.
2. Albany County Department of Social Services will maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for the purposes of providing emergency housing to homeless persons. The Provider will report all issues or concerns encountered, related to a specific facility or site, to the Department.
3. Albany County Department of Social Services will be solely responsible for reimbursement of providers of emergency housing. This will not preclude the Provider from obtaining funds through other sources that can be utilized to meet various needs of homeless persons, such as transportation and personal care items. However, this will not be a requirement under the terms of this Agreement.
4. The Department will make available to the Provider such technical and program information, regulations and other administrative directives as may be issued by New York State from time to time and are relevant to the provision of services under this Agreement.

G. Program Outcomes and Performance Measures

1. The Provider will be responsible for implementation of a program that targets the achievement of the following performance measures and outcomes:
 - Homeless and at-risk individuals and families will be screened for program eligibility during non-business referrals only.
 - Households determined eligible will have their immediate housing-related needs assessed and an emergency services plan developed during non-business referrals only.
 - Households determined to have access to adequate housing, whether temporary or permanent, will avoid homelessness and emergency shelter placement through retention of their housing during non-business referrals only.
 - Households determined to be eligible and are in immediate need of emergency housing will receive same-day placement in an emergency shelter, motel or other appropriate program.
 - Homeless and at-risk families with minor children will be assisted to remain together and to work towards achieving family stability.
2. The Provider will be required to maintain a system for tracking and reporting specified performance measures and outcomes, on both a case-specific and an aggregate basis as determined by ADSS.
3. The Provide will provide data and narrative reporting in the format determined by ACDSS.

4. The provider will be required to maintain, at a minimum, at least quarterly meetings with ACDSS to review contract performance.
5. While payment under this Agreement will not be performance-based, the Provider's success in achieving the above outcomes and performance measures will be a factor reviewed and considered in approving annual renewals of the contract.

H. Operating Policies and Procedures

1. The Provider will continue to utilize formal, written procedures, guidelines and forms for staff use in administering, managing and delivering services under this Agreement, except where provided a format change mandated for use by the Department. Such procedures, guidelines and forms will be distributed to all program staff, as appropriate, and updated in a timely manner to reflect changes in program requirements as they may occur over the course of the contract.
2. Changes to procedures, guidelines and forms will be provided to the Department, and subject to the Department's review and approval prior to their implementation.
3. The manual must include policies and protocols related to the following, as well as such additions as may be required by the Department from time to time.
 - Privacy and Confidentiality
 - Maintenance of Case Records and Electronic Information Systems
 - Screening and Assessment
 - TANF Services 200% of Poverty Level Certification
 - Homelessness Prevention/Emergency Shelter Diversion (after hours)
 - Emergency Housing (i.e. emergency shelters, motels/hotels) Referrals
 - Identifying and Responding to Consumers' Special Needs
 - Referral of Domestic Violence Victims
 - Referral of Homeless/Runaway Youth
 - Accommodating Homeless Individuals with Disabilities
 - Accommodating Homeless Disabled Persons With Service Animals
 - Accommodating Homeless Persons Residing in Non-Urban Areas
 - Accommodating Homeless Persons with Mental Health or Substance Abuse Issues
4. The Department reserves the right, at its sole discretion, to require additions and/or changes to the Provider's policies and procedures under this Agreement, as determined necessary for the effective delivery of services, including but not limited to those necessary to ensure compliance with applicable statutory and regulatory directives.

I. Staff Training

1. The Provider will provide regular, ongoing training to its staff to ensure that they have the appropriate knowledge and skills necessary to implement services under this Agreement.
2. The Provider will cooperate with the Department in ensuring staff participation in training opportunities that may be specifically provided or arranged for by the Department.

J. Communication and Coordination

1. The Provider will directly participate in such planning and community coordination activities as the Department may determine necessary to represent the needs and issues encountered by the target population in accessing shelter and services. At minimum, the Provider will maintain representation on the following bodies, at a staff level appropriate to the nature of the discussions.

- Department of Social Services Emergency Shelter Providers Meetings

2. The Provider will participate in monthly planning and contract monitoring meetings with Department representatives.

K. Homeless Management Information System (HMIS)

1. The Provider will be required to use the HMIS (Homeless Management Information System), as adopted by the Albany County Coalition on the Homeless member agencies, in compliance with HUD Continuum of Care requirements, to record all homeless intakes that occur under this Agreement.
2. The HMIS-AWARDS system is coordinated through CARES, Inc. Albany County Department of Social Services has licenses through CARES, Inc. for use in implementation of services under this Agreement. The Department of Social Services will grant a license to the Provider to enter information into HMIS so we can monitor and coordinate service provision under this Agreement.
3. The Provider will be required to maintain trained staff to utilize the HMIS system to record all intakes for homeless housing services provided under this Agreement.
4. The Department will be responsible for entering all intakes/referrals and discharges into HMIS for Motel placements that occur during business hours and those received during non-business hours.
5. In addition to the case information entered in the HMIS system, the Provider is required to maintain individual case records, as detailed in section M below.

L. Confidentiality

1. The Provider will comply with all applicable confidentiality laws, regulations and requirements, including but not limited to the following, as they now exist or may be amended in the future.
 - NYS Social Services Law, Sections 367b(4) and 369(4)
 - NYS Public Health Law, Article 27-F
 - 18 NYCRR Part 357
 - The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164
2. HIPAA-compliant consent forms must be obtained from individuals and families seeking services, to allow for information to be obtained from and released to referring entities,

providers of shelter and services to which referrals are being made, and other providers with key involvements.

M. Record-Keeping and Reporting

1. The Provider must maintain complete records of all program activities, as necessary to document service provision, expenditures and compliance with program-specific rules, regulations and other requirements of this Agreement, as well as to provide the basis for reporting to the Department.
2. The Provider will be required to maintain a single case record on each individual and family provided services under this Agreement, and will at minimum include the following.
 - Screening and Assessment Forms
 - Consumer Consents for Release of Information
 - Case-Specific Correspondence
 - Certifications of Eligibility for 200% TANF Services
 - Case Notes
3. All contacts between a consumer and program staff will be documented in the case notes section of the case record.
4. All case record documentation must be maintained as current.
5. The Provider will be required to obtain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Providers will be required to maintain all original certifications on-site and to submit copies to the Department for review.
6. The Provider will provide reports to the Department on a monthly basis, containing such information and in such format as may be required by the Department. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports. In addition, the Successful Proposer will be required to report monthly data regarding homeless youth to the Albany County Department for Children, Youth and Families, in a format to be determined. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.
7. The Provider will allow authorized Federal, New York State and Albany County representatives to have full access and use of all data collected pertaining to the delivery of services under this Agreement.

N. Monitoring and Recognition:

1. All program facilities of the Provider are to be open to authorized Federal, New York State and Albany County personnel for the purposes of observation and monitoring of program operations. Any written report issued as the result of such inspections will be maintained at the Department's offices, with a copy provided to the Provider.
2. All financial, program and other related records will be made available to Federal, State and/or County personnel conducting monitoring visits to program offices, upon request.

3. The Provider will advise the Department of all press inquiries received and will confer with the Department related to their response, prior to issuing any public statements.
- O. Quality Assurance – The Provider will develop and implement a program of quality assurance that includes but is not limited to the following.
1. A routine plan for supervision and evaluation of program staff, service delivery and program outcomes.
 2. A system for receipt and response to complaints received from eligible individuals, their representatives, or an involved emergency shelter, hotel/motels, or other human services provider.
 3. Each year, as a component of the annual work plan, the Provider will provide the Department with a report of those quality assurance activities implemented during the prior year and any related data, learnings and outcomes.

EXHIBIT 2

PAYMENT PROVISIONS

I. Payment Provisions

The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred according to the following:

1. The Provider shall submit claims for expenses actually incurred on a monthly basis, in accordance with the line-item budget attached to Exhibit 2, using the appropriate County claim form.
2. In the instance that funds, for which the Provider has applied, in support of the CY 2011 Homeless/Housing Emergency Services Program, are not awarded, either in whole or in part, the Department will reimburse the non-administrative, program costs reflected for these sources on the attached line-item budget. This provision will apply only to funding sought from United Way of Northeastern New York, City of Albany Community Development Agency, New York State Office of Temporary and Disability Assistance and the Albany County Youth Bureau, and will be contingent upon the provider's submittal of documentation from the funding source, showing the amount of funding actually awarded or the denial of funding. In no event will Department reimbursement to the Provider during the contract period exceed the total specified in ARTICLE X, FEES.
3. The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.
4. Funds provided under this contract cannot be used for the purposes of providing direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, transportation, child care, or general incidental expenses.

III. Cost Allocation

1. Program costs will be allocated between two distinct funding streams, based upon household eligibility. A total of \$80,000 in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty. A total of \$54,955 in Safety Net Administration funds will be allocated for service provision to single individuals and families who do not meet the criteria for TANF eligibility.
2. Payment will be issued upon receipt of monthly claims submitted by the Provider to the Department and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures, consistent with the contractual program budget, and with supporting information necessary to determine the amounts to be allocated to the TANF and Safety Net portions of the contract. Claims are to be submitted by the 13th of the month following the month of service.

BUDGET

Personnel	Annual Salary	FTE	Funding Request (Program Costs less In-Kind/Other Funding)
Executive Director	\$94,631	0.05	\$4,732
Deputy Director/Emergency Services Supervisor	\$67,200	0.15	\$10,080
Asst. Director Homeless Services/Emergency Services Manager	\$50,000	0.87	\$43,500
Emergency Services On-Call Specialists/Per Diem Workers	\$47,264	1.00	\$47,264
Total Personnel	\$259,096	2.07	\$105,576
Fringe Benefits - 18%			
Executive Director	\$17,034	0.05	\$852
Deputy Director/ Emergency Services Supervisor	\$12,096	0.15	\$1,814
Asst. Director Homeless Services/ Emergency Services Manager	\$9,000	0.87	\$7,830
Emergency Services On-Call Specialists/Per Diem Workers	\$8,508	1.00	\$8,508
Total Fringe Benefits	\$46,637	2.07	\$19,004
Administrative Overhead of Total Funding Request (limited to 15%)			
Director of Finance	\$86,100	0.11	\$9,471
Fringe Benefits - 18% - (DOF Only) \$1705 minus in kind of \$800	\$15,498		\$905
Total Administrative	\$143,598	0.26	\$10,376
Total Costs		2.33	\$134,955

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 Homeless and Travelers Aid Society.
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 October 1, 2022 – September 30, 2023. 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 125 High Rock Ave., Suite 206 Saratoga Springs NY 12866		CONTACT NAME: Danielle Poulton Reeder PHONE (A/C, No, Ext): (518) 587-1342 FAX (A/C, No): (518) 587-1348 E-MAIL ADDRESS: dpoultonreeder@marshallsterling.com															
INSURED Homeless & Travelers Aid Society of the Capital District Inc. 138 Central Ave Albany NY 12206		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Assurance Co.</td> <td>26344</td> </tr> <tr> <td>INSURER B: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER C: Great American Alliance Ins Co</td> <td>26832</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Great American Assurance Co.	26344	INSURER B: Great American Insurance Company	16691	INSURER C: Great American Alliance Ins Co	26832	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL2282525487

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		PAC3475103 02	07/19/2022	07/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CAP 3475104 02	07/19/2022	07/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured/Uninsured \$ 1,000,000
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB 3475105 02	07/19/2022	07/19/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAC3475103 02	07/19/2022	07/19/2023	General Aggregate \$3,000,000 Each Act, Error, Omission \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Albany Department of Social Services is an additional insured if required by written contract, per endorsement number CG8995 04/15 (attached).

CERTIFICATE HOLDER

CANCELLATION

County of Albany Department of Social Services 162 Washington Avenue Albany NY 12210-2304	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
---	---



PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141482188

MARSHALL & STERLING UPSTATE
PO BOX 931
125 HIGH ROCK AVE #206
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER HOMELESS & TRAVELERS AID SOCIETY OF THE CAPITAL DISTRICT INC 138 CENTRAL AVE ALBANY NY 12206		CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY NY 12210-2304	
POLICY NUMBER A1215 370-6	CERTIFICATE NUMBER 215610	POLICY PERIOD 09/11/2022 TO 09/11/2023	DATE 9/12/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1215 370-6, 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: 961921078



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, 2023

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 Schenectady County to provide Evaluation Services under the Preschool Special Education Program for children ages 3 -5 years old with disabilities.

The requested agreement is anticipated to generate \$5,000 for the term of July 1, 2023–June 30, 2024.

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-4155, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Schenectady County for Preschool Evaluation Services

Date: April 1, 2023
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):

Schenectady County Public Health Services
Children with Special Needs Program
107 Nott Terrace Room 306
Schenectady, NY 12308

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$5000 (approx.)
Scope of Services: Provision of Preschool Evaluation 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: 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: AA4059 03449

Revenue Amount: \$5000 (approx.)

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: 100%

Term

Term: (Start and end date) 7/1/2023 - 6/30/2024

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: 22-117, 21-147, 20-197, 19-181, 18-201, 17-187

Date of Adoption: 4/11/22, 5/10/21, 6/8/20, 5/13/19, 5/14/18, 5/8/17

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Contract Authorization with the Schenectady County Public Health Services Children with Special Needs Program for Evaluation Team Services

The Albany County Department for Children, Youth and Families respectfully request legislative authorization to renew a contractual arrangement with the County of Schenectady to provide Evaluation Team services to the Schenectady County Children with Special Needs program. The Term of this agreement is July 01, 2023 to June 30, 2024. Reimbursement under this agreement shall be at the applicable rates established or approved by the New York State Education Department.

Schenectady County does not have their own Children with Special Needs evaluation team and are interested in extending their agreement with Albany County for these services. The Early Intervention program evaluations will be provided under the currently enacted contract with the New York State Department of Health. The requested approval covers those evaluations provided under the Preschool Special Education program, serving children ages three to five years old who are approved by the school district Committee on Preschool Special Education (CPSE). The Albany County Department for Children, Youth and Families Evaluation Team is an approved provider of service by both the New York State Department of Health and the New York State Education Department, to conduct both comprehensive and supplemental evaluations for early intervention and preschool services.

The contract revenue is anticipated in the current budget and the Albany County Department for Children, Youth and Families will utilize existing staff and resources within the Albany County Department for Children, Youth and Families budget to provide the services. Renewed contracting with Schenectady County for Preschool Evaluation Services would generate approximately \$5,000 in revenue for the Albany County Department for Children, Youth and Families while providing an additional service to a neighboring county.

RESOLUTION NO. 117

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

Introduced: 4/11/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Schenectady County regarding the provision of Preschool Evaluation Services through the Albany County Evaluation Team for a term commencing July 1, 2022 and ending June 30, 2023, and

WHEREAS, The Albany County Evaluation Team is an approved provider of services by both the New York State Department of Health and the New York State Education Department (NYSED) to conduct both comprehensive and supplemental evaluations for early intervention and preschool services, and

WHEREAS, The reimbursements under this agreement will be at the applicable rates established by NYSED and Albany County will be reimbursed 100% by Schenectady County for all Preschool Evaluation Services rendered by the Albany County Evaluation Team, and

WHEREAS, The Department anticipates approximately \$5,000 in revenue over the term of the agreement, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Schenectady County regarding the provision of Preschool Evaluation Services at the applicable rates established by NYSED for a term commencing July 1, 2022 and ending June 30, 2023, 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 - 4/11/22



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, 2023

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 \$14,212,867, based on rates not to exceed the New York State established rates for the term of July 1, 2023 – June 30, 2024

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,

Maira 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-4164, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: April 1, 2023
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: \$14,212,867

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: \$852,772 \$7,817,077

Appropriation Account and Line: AA2960 44039 AA2960 44046

Appropriation Amount: \$14,184,441 \$28,426

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 55%

County: 39%

Local: 6%

Term

Term: (Start and end date) 7/1/2023 - 6/30/2024

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: 22-151, 21-145, 20-199, 19-182, 18-204, 17-185,

Date of Adoption: 5/9/22, 5/10/21, 6/8/20, 5/13/19, 5/14/18, 5/8/17

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, 2023 – June 30, 2024. 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 2023-2024 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 55% 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

07/01/2023 - 06/30/2024

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 2022	ESTIMATED PAYMENTS 7/01/23 - 6/30/24
Achievements	623 New London Road Ste 100 Latham, NY 12110	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$1,864,743	\$1,957,980
Advanced Therapy	One Rapp Road Albany, NY 12203	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$787,156	\$826,514
AlbanyCity School District	1 Academy Park Albany, NY 12207	EVALUATIONS	\$0	\$10,000
Capital District Beginnings	673 Columbia Turnpike E Greenbush, NY 12061	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$2,000,469	\$2,100,492
Center For Disability Services	314 South Manning Blvd Albany, NY 12208	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$980,446	\$1,029,468
Circle of Friends	14379 Route 9W Ravena, NY 12143	EVALS/ INTEGRATED	\$1,113,980	\$1,169,679
Crossroads Center for Children	1136 North Westcott Road, Suite 100 Schenectady, New York 12306	EVALS/ INTEGRATED	\$335,626	\$352,407
EarlyChildhood Education Center	230 Washington Ave Ext Albany, NY 12203	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$2,315,401	\$2,431,171
Newmeadow Inc.	23 Sitterly Road Clifton Park, NY 12065	EVALS/ INTEGRATED / SELF CONTAINED	\$488,509	\$512,934
Parsons Child and Family Center	60 Academy Road Albany, NY 12208	SEIT / INTEGRATED / SELF CONTAINED	\$527,823	\$554,214
Saint Anne's Preschool	160 N. Main Ave Albany, NY 12206	INTEGRATED / SELF CONTAINED	\$320,370	\$336,389
Spotted Zebra Learning Ctr	26 Computer Drive East Albany, NY 12205	EVALS/ INTEGRATED	\$1,234,094	\$1,295,799
Unity House of Troy dba A Child's Place	435 Forth Street Troy, NY 12180	SEIT / EVALS/ INTEGRATED / SELF CONTAINED	\$1,345,613	\$1,412,894
Whispering Pines	2841 Thousand Acre Rd Delanson, NY 12053	SEIT / INTEGRATED	\$212,310	\$222,926
			\$13,526,540	\$14,202,867
				\$14,212,867

RESOLUTION NO. 151

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

Introduced: 5/9/22

By Social Services Committee:

WHEREAS, The Albany County Department for Children, Youth and Families is required to provide an approved preschool special education program for children ages three to five 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 three to five 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, 2022 and ending June 30, 2023:

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
Dba A Child's Place
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

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



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, 2023

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 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 \$238,045.50 based on rates not to exceed the New York State approved rates for the term of July 1, 2023 – June 30, 2024

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-4165, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for the Preschool Related Services Program

Date: April 1, 2023
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):
See Attached

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

Amount/Raise Schedule/Fee: \$238,045.50
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

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:	\$14,283	\$130,925

Appropriation Account and Line:	AA2960 44252
Appropriation Amount:	\$238045.50

Source of Funding - (Percentages)

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

Term

Term: (Start and end date)	7/1/2023 - 6/30/2024
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:	22-152, 21-146, 19-183, 18-205, 17-186, 16-197
Date of Adoption:	5/9/22, 5/10/21, 5/13/19, 5/14/18, 5/8/17, 5/9/16

Justification: (state briefly why legislative action is requested)

Please see attached

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

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 Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

The rates for these providers are set by New York State. Albany County is reimbursed 55% by the State for costs incurred in the delivery of these services, after backing out Medicaid reimbursements. The contract amount for the 2023-2024 contract years assumes an increase of five (5) percent which will hopefully offset any rate increase or changes in utilization.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 01, 2023 to June 30, 2024.

Related Service Providers				
Legislative Requests				
07/01/2023 - 06/30/2024				
PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 2022	ESTIMATED PAYMENTS 7/01/23 - 6/30/24
Achievements	623 New London Road Ste 100 Latham, NY 12110	OT, PT, Psych, Speech Language Pathology	\$112,101.00	\$117,706.05
Spotted Zebra Learning Ctr	26 Computer Dr East Albany, NY 12205	OT, PT, Psych, Speech Language Pathology	\$114,609.00	\$120,339.45
			\$226,710.00	\$238,045.50

RESOLUTION NO. 152**AUTHORIZING AN AGREEMENT WITH SPOTTED ZEBRA LEARNING CENTER REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5**

Introduced: 5/9/22

By Social Services Committee:

WHEREAS, The Albany County Department for Children, Youth and Families is required to provide an approved preschool special education program for children ages three to five 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 three to five years old with disabilities for an amount not to exceed the New York State established rates for said services for a term commencing July 1, 2022 and ending June 30, 2023, 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.