AGENDA

SOCIAL SERVICES COMMITTEE

MARCH 26, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING THE RENEWAL OF A GRANT AGREEMENT WITH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE CHILDREN'S ADVOCACY CENTER – CHILD FATALITY REVIEW TEAM AND AMENDING THE 2019 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

2. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK STATE OFFICE OF TEMPORARY DISABILITY ASSISTANCE AND INTERFAITH PARTNERSHIP FOR THE HOMELESS AND AMENDING THE 2019 DEPARTMENT OF SOCIAL SERVICES BUDGET
4. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE REGARDING THE PROVISION OF FAMILY SHELTER SERVICES

5. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

6. AUTHORIZING AN AGREEMENT WITH ST. PETER'S ADDICTION RECOVERY CENTER, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

7. AUTHORIZING AN AGREEMENT WITH CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on February 26, 2019. Chairperson Fein, Messrs. Bullock, Reinhardt, Simpson and Ms. Lockhart were present. Messrs. Cahill, Clay, Commissio, Mendick were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing an Agreement with the New York State Office for Aging Regarding the Medicare Improvement for Patients and Providers Act: The Commissioner requested authorization to enter into an agreement with the New York State Office for the Aging (NYSOFA) regarding the MIPPA grant funding used to enhance the HIICAP, NY Connects, and other aging agencies in an amount not to exceed $18,830 for the term commencing September 30, 2018 and ending September 29, 2019. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement Between the Albany County and the Town of Bethlehem Regarding Coordinated Recreational Programs for County Residents: The Commissioner of the Albany County Department of Recreation requested authorization to enter into an agreement with the Town of Bethlehem Recreation Department regarding coordinated recreational programs for County residents for a term commencing February 28, 2019 and ending March 1, 2021. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Authorizing an Agreement with the New York State Department of Health Regarding the Early Intervention Program: The Commissioner of the Department for Children, Youth and Families requested authorization to enter into an agreement with NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount not to exceed $114,851 for a term commencing October 1, 2018 and ending September 30, 2019. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing an Agreement with the City of Albany Police Department Regarding a Part-Time Law Enforcement Coordinator to be Co-Located at the Department of Children, Youth and Families Children’s Advocacy Center: The Commissioner of the Department for Children, Youth and Families requested authorization to enter into an agreement with NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related
to the implementation of the Early Intervention Program in an amount not to exceed $114,851 for a term commencing October 1, 2018 and ending September 30, 2019. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE SOCIAL SERVICES COMMITTEE

SAMUEL FEIN, Chairperson
MERTON D. SIMPSON
DOUGLAS A. BULLOCK
WILLIAM CLAY
FRANK COMMISSO

PATRICE LOCKART
RICHARD MENDICK
WILLIAM REINHARDT
CHARLES CAHILL
March 13, 2019

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 grant with NYS Office of Children and Family Services for the Children's Advocacy Center- Child Fatality Review Team.

The requested grant is for the term of February 1, 2019 – January 31, 2020 for $69,637 and involves amending the 2019 Departmental Budget to accept and utilize these funds.

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

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization and Budget Amendment for Child Fatality Review Team

Date: March 6, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, 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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Acceptance
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):
NYS OCFS
52 Washington Street
Rensselaer, NY 12144

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

Amount/Raise Schedule/Fee: $69,637
Scope of Services: Acceptance of Grant funding for the continuation of the Child Fatality Review Team

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: AA6119 03407
Revenue Amount: $69,637
Appropriation Account and Lines: AA6119 44020 44032 44042 44046
Appropriation Amount: 1,697 6,850 50,140 10,950

Source of Funding - (Percentages)
Federal: Click or tap here to enter text. 100%
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: 

Term
Term: (Start and end date) 2/1/2019 - 1/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 17-347, 16-327, 15-351, 15-64, 13-490, 13-18
Date of Adoption: 9/11/17, 8/8/16, 9/14/15, 2/9/15, 11/12/13, 2/11/13

Justification: (state briefly why legislative action is requested)
Please See Attached
Department for Children, Youth and Families

Backup Material for Authorization of Grant Acceptance from the
New York State Office of Children and Family Services
For the Children’s Advocacy Center - Child Fatality Review Team, Contract Authorization with
SIDS of Pennsylvania Cribs for Kids,
and to Amend the 2019 Adopted Budget

The Department respectfully requests Legislative authorization to accept grant funding from the New
York State Office of Children and Family Services (NYS OCFS) for the Children’s Advocacy Center –
Child Fatality Review Team (CFRT) and amend the 2019 Adopted Department for Children, Youth
and Families budget. The grant award is a five year award for the contract term of February 1, 2019 to
January 31, 2024, with a total value of $348,185 with no County share for the term.

The Department requests authorization to accept the annual award amount of $69,637 for the period of
February 1, 2019 to January 31, 2020 and to amend the 2019 Adopted Department for Children, Youth
and Families budget accordingly. The Department also respectfully requests contract authorization
with SIDS of Pennsylvania Cribs for Kids, through this grant award, in the amount of $10,950.00, for
the term of February 1, 2019 to January 31, 2020.

The Albany County CFRT is a collaboration of professionals from various disciplines. The Albany
County CFRT purpose and goals are to prevent future deaths and promote child safety. The Team
reviews child fatalities, addresses systems issues, makes recommendations for improved practice for
those agencies involved in child fatality investigations, and recommends measures to prevent future
child fatalities and promote overall safety and well-being of children, especially surviving siblings.

The grant funds for the contract will be used to: 1) ensure educational information is made available to
the public and professionals about risk factors that contribute to preventable child deaths such as
unsafe sleeping practices for infants, pedestrian safety, bicycle safety, hyperthermia, pool safety and
abusive head trauma (shaken baby syndrome) using an array of educational and media approaches; 2)
continue a local chapter of the national Cribs for Kids organization and distribute cribs directly to those
children in need; and 3) provide training to support continued improved practices and approaches of
the multi-disciplinary team members.

The Team is currently comprised of representatives from the Child Protective Service of the Albany
County Department for Children, Youth and Families (ACDCYF); the New York State Office of
Children and Family Services (NYS OCFS); the Albany County Department of Health (DOH); the
Albany County Coroner’s office (Coroner); the Office of the Albany County District Attorney (District
Attorney); the Office of the Albany County Attorney (County Attorney); a representative of local
police department(s)--Albany, Altamont, Bethlehem, Cohoes, Colonie, and Guilderland—in Albany
County; a representative of the New York State Police; a representative of the Albany County
Department of Emergency Services (EMS); and Albany County Sheriff’s Office; a pediatrician with
expertise in the area of child abuse and maltreatment.

The Department for Children, Youth and Families – Children’s Advocacy Center has received funding
in the past from NYS OCFS specifically for the Child Fatality Review Team. This funding has
allowed, and will continue to support, the Albany County collaborative to increase public awareness
and advocacy for the issues that affect the health and safety of children, as well as the team’s other
stated purpose and goals.
March 4, 2019

Ms. Gail Geohagen-Pratt, Commissioner
Albany County Department for Children, Youth and Families
112 State Street, Room 300
Albany, NY 12207

Re: RFP # 2018-21 Child Fatality Review Teams
Local Proposal #4 for Albany County

Dear Ms. Geohagen-Pratt:

I am pleased to inform you that your organization’s proposal submitted in response to the New York State Office of Children and Family Services (OCFS) RFP # 2018-21 Child Fatality Review Teams Program Request for Proposals has been selected for an award. This award and any contract that is developed as a result of it is subject to the continued availability of funding and contingent upon approval of the Office of the State Comptroller and the relevant budget office.

Contract Term: 2/1/2019 - 1/31/2024
Total Contract Value: $348,185
Annual Award Amount: $69,637

NOTE: It is imperative that you begin the contract development process immediately so that the contract is approved in a timely manner.

Contract Management System

Your agency is required to use OCFS’ web-based Contract Management System (CMS) to manage contract development activities. Information on how to obtain user IDs and how to use CMS can be found online at http://ocfs.ny.gov/main/bcm/CMSContractorManual.pdf.

Contract Due Date:

In the CMS schedule, you will be given fifteen (15) calendar days to fully develop the contract. This will require that all relevant documentation be submitted in a timely manner. If the contract is not completely and correctly developed within the scheduled number of calendar days, OCFS will notify you in writing that any interest payments that may have otherwise been due as a result of exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law, will be suspended from the day after the scheduled due date for your contract development until the contract
documents are submitted. Failure to provide information required for contract development and approval may also delay your contract execution date.

**Important:** If your organization does not currently have access to CMS, or if you need to update users, it is important to complete the CMS Authorization Form and return it to OCFS immediately. The Authorization Form and instructions are attached for your convenience.

**Helpful Hint:** Use Internet Explorer when using CMS. CMS does not work in any other internet browser. Also, when uploading documents in CMS, upload them as a PDF to prevent any errors.

### Contracting Guides

Please refer to the attached documents to assist you with the contracting process:
- CMS Authorization Form
- OCFS Agency Contact Information

### OCFS Contacts

Your OCFS Program Manager will be contacting you concerning the contract development process, and will provide specific timeframes that you must adhere to while processing your contract documents to avoid any negative impact on the contracting process. In the meantime, please refer to the Contracting Guides and CMS instructions referenced above.

It is **important** that you read **all** the information referred to in this document and use the attachments that are sent to you. We recommend that you share this email with any staff that will be assisting you in the contract development process (program, fiscal, etc.). Future communications from OCFS will be primarily to the "CONUSER" and "CONSIG" that you enroll in the CMS schedule. There will only be one person assigned to each role in the CMS schedule. It is recommended that you designate at least two individuals with these roles, staff with the "CONUSER" role can develop the contract and "CONSIG" users can sign the contract.

Again, congratulations on your award. We look forward to working with you.

Sincerely,

[Signature]

Derek J. Holtzclaw
Deputy Commissioner for Administration

Attachments
### APPROPRIATIONS

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>DEPARTMENT NAME</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA 6119</td>
<td>4 4020 Office Supplies</td>
<td>1,897.00</td>
<td></td>
<td>DCYF</td>
<td></td>
</tr>
<tr>
<td>AA 6119</td>
<td>4 4039 Conferences, Training, Tuition</td>
<td>6,850.00</td>
<td></td>
<td>DCYF</td>
<td></td>
</tr>
<tr>
<td>AA 6119</td>
<td>4 4042 Printing and Advertising</td>
<td>50,140.00</td>
<td></td>
<td>DCYF</td>
<td></td>
</tr>
<tr>
<td>AA 6119</td>
<td>4 4046 Fees for Services</td>
<td>10,950.00</td>
<td></td>
<td>DCYF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL APPROPRIATIONS</td>
<td>69,637.00</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ESTIMATED REVENUES

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>DEPARTMENT NAME</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA 6119</td>
<td>0 3407 Child Advocacy Center</td>
<td>0.00</td>
<td>69,637.00</td>
<td>DCYF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL ESTIMATED REVENUES</td>
<td>0.00</td>
<td>69,637.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTALS

|             | 69,637.00 | 69,637.00 |
RESOLUTION NO. 347

AUTHORIZING THE RENEWAL OF A GRANT AGREEMENT WITH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE CHILDREN'S ADVOCACY CENTER – CHILD FATALITY REVIEW TEAM AND AMENDING THE 2017 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 9/11/17
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with the NYS Office of Children and Family Services regarding the Children’s Advocacy Center- Child Fatality Review Team for the term commencing August 1, 2017 and ending July 31, 2018 in the amount of $50,395, and

WHEREAS, The Commissioner has also requested a budget amendment in order to incorporate a portion of the aforementioned funding into the 2017 DCYF budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Office of Children and Family Services regarding the Children's Advocacy Center-Child Fatality Review Team in the amount of $50,395 for the term commencing August 1, 2017 and ending July 31, 2018, and, be it further

RESOLVED, That the 2017 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by $7,334

Increase Appropriation Account A6119.4 by $7,334 by increasing the following Line Items:
Increase Line Item A6119 4 4020 Office Supplies by $334
Increase Line Item A6119 4 4042 Printing and Advertising by $7,000

and, be it further

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

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

Adopted by unanimous vote. 9/11/17
March 13, 2019

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 renew an agreement with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons, including room and board within a 30 bed facility serving both male and female, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

Michele G. McClave  
Commissioner

cc: Dennis A. Feeney, Majority Leader  
Frank A. Mauelilo, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, 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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
  Interfaith Partnership for the Homeless
  176 Sheridan Avenue
  Albany, NY 12210

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

Amount/Raise Schedule/Fee: $602,000
Scope of Services:
  Emergency and transitional shelter for homeless persons, including
  room and board within a 30 bed facility serving both male and female, linkage to needed community services and
  assistance in securing permanent housing and/or residential placement.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: $12,040.00 $136,172.00 $60,200.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $12,040.00 $469,560.00 $120,400.00

Source of Funding - (Percentages):
  Federal: 2%
  State: 33%
  County: 65%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
Length of Contract: 12 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number: 149
Date of Adoption: 4/9/2018

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

This Interfaith shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons. Also, eight beds at Interfaith are set aside for hospital discharges or other individuals who have special needs/disabilities such as mental illness, alcohol/substance abuse, mental retardation, developmental disability or medical frailty.

A portion of this contract is performance based whereby the provider assists residents to apply for temporary assistance, address the factors that underlie their homelessness and secure permanent housing or appropriate residential placement. During calendar year 2018, 528 residents were served.
March 13, 2019

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:

Pursuant to NYS Executive Order 151, local social service districts must apply to reimburse providers for Code Blue, additional services. Therefore, we are requesting to accept the NYS supplement of $198,454.

The funds will be passed through to Interfaith Partnership for the Homeless and Homeless ($162,460) and Traveler’s Aid Society ($20,994) who provided these mandated services. Albany County Department of Social Services will also be receiving $15,000 for motel expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for code blue.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauelillo, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngels
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, 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) 

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
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):
NYS OTDA
40 North Pearl St.
Albany, NY 12207

Additional Parties (Names/addresses):
Interfaith Partnership for the Homeless
176 Sheridan Avenue
Albany, NY 12210
Homeless and Traveler’s Aid Society
136 Central Ave.
Albany, NY 12206
Albany County Dept. of Social Services
162 Washington Avenue
Albany, NY 12210

Amount/Raise Schedule/Fee: $198,454
Scope of Services: Interfaith Partnership for the Homeless, Homeless Traveler’s Aid Society and Albany County DSS will provide Code Blue shelter services to protect homeless individuals from inclement winter weather where temperatures decreased to 32 degrees or below.

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

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 CRR-NY 304.1

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

County Budget Accounts:
Revenue Account and Line: AA6140 03640
Revenue Amount: $198,454

Appropriation Account and Line: AA6140 44046
Appropriation Amount: $198,454

Source of Funding - (Percentages)
Federal: 0%
State: 100%
County: 0%

Term
Term: (Start and end date) 10/1/2018-9/30/2019
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: 152
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
18 CRR-NY 304.1 was established to protect homeless individuals from inclement winter weather where temperatures decreased to 32 degrees or below. The order ensured that homeless individuals were directed to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death. It also required homeless shelters to extend their hours of operations so that those without shelter can remain indoors. Albany County Department of Social Services has several contracted shelters which historically provide these services. Both Interfaith Partnership Safe Haven and Homeless and Travelers Aid Society extended their hours of operation during Code Blue days.

Pursuant to Executive Order 151, local social service districts must apply to reimburse themselves and/or providers for these additional Code Blue services. Therefore, we are requesting to apply for and accept the NYS supplement.
majority of the Code Blue funds will be passed through to Interfaith Partnership for the Homeless ($162,460), who provide these mandated services. Funds will also be utilized by Albany County Department of Social Services ($15,000) for motel expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for code blue. These individuals were either do not admit at all shelters, disqualified from THA due to multiple Independent Living Plan violations, or were found sleeping on the street and refused to come to DSS for shelter placement. We are also requesting funds for Homeless and Traveler’s Aide Society ($20,994) who supports all area CB shelters (an additional 120 beds) with after-hours intake, referral, and transportation assistance - this in addition to all traditional hotline activity and includes additional transportation costs by providing taxi, Uber/Lyft, and single swiper bus fare for individuals to be transported to these shelter beds;
March 5, 2019

Michele McClave, Commissioner
Albany County Department of Social Services
162 Washington Avenue
Albany, New York 12210

Dear Commissioner McClave:

I am pleased to inform you that the attached plan Albany County Department of Social Services submitted to OTDA to implement Office regulation 18 NYCRR 304 (Code Blue) has been approved. Attached, please find claiming instructions for these expenditures.

If you have any questions or need additional information, please feel free to contact me at (518) 474-3080 or by email at richard.umholtz@otda.ny.gov, or Sarah Watson at (518) 473-7367 or email sarah.watson@otda.ny.gov.

Sincerely,

[Signature]

Richard Umholtz
Director
Bureau of Housing and Support Services
Integrated Family Assistance Programs

Attachments

cc: Acting Commissioner Hein
    Barbara Guinn
    Krista Rock
    Jeffrey Gaskell
    Michael Kendall
    Renee Nowicki
    Douglas Goglia
    Sarah Watson
    Michael Cody
## Budget Categories

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Administration Costs</th>
<th>Program Costs</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARY COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Salary Costs</td>
<td>$</td>
<td>113,336.00</td>
<td>113,336.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$</td>
<td>23,924.00</td>
<td>23,924.00</td>
</tr>
<tr>
<td>3. Total Salary &amp; Fringe Benefits</td>
<td>$</td>
<td>137,260.00</td>
<td>137,260.00</td>
</tr>
<tr>
<td><strong>NON-SALARY COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Contractual Costs *</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Travel Costs</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>6. Equipment Costs</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7. Supplies</td>
<td>$</td>
<td>16,200.00</td>
<td>16,200.00</td>
</tr>
<tr>
<td>8. Other Direct Expenses</td>
<td>$</td>
<td>9,000.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>9. Total Non-Salary Expenses</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CLIENT RELATED COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Assistance Direct to Clients</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11. Transportation</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12. Other</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13. Total Client Related Costs</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14. Total Project Costs</td>
<td>$</td>
<td>-</td>
<td>162,460.00</td>
</tr>
</tbody>
</table>

**Budget Narrative** - Please use Attachment 4 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>ADMINISTRATION COSTS</th>
<th>PROGRAM COSTS</th>
<th>TOTAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARY COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Salary Costs</td>
<td>$</td>
<td>13,085.00</td>
<td>13,085.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$</td>
<td>3,009.00</td>
<td>3,009.00</td>
</tr>
<tr>
<td>3. Total Salary &amp; Fringe Benefits</td>
<td>$</td>
<td>16,094.00</td>
<td>16,094.00</td>
</tr>
<tr>
<td><strong>NON-SALARY COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Contractual Costs</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Travel Costs</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Equipment Costs</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Supplies</td>
<td>$ 300.00</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>8. Other Direct Expenses</td>
<td>$ 800.00</td>
<td>800.00</td>
<td>800.00</td>
</tr>
<tr>
<td>9. Total Non-Salary Expenses</td>
<td>$</td>
<td>1,100.00</td>
<td>1,100.00</td>
</tr>
<tr>
<td><strong>CLIENT RELATED COSTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Assistance Direct to Clients</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Transportation</td>
<td>$</td>
<td>1,800.00</td>
<td>1,800.00</td>
</tr>
<tr>
<td>12. Other</td>
<td>$</td>
<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>13. Total Client Related Costs</td>
<td>$</td>
<td>3,800.00</td>
<td>3,800.00</td>
</tr>
<tr>
<td>14. Total Project Costs</td>
<td>$</td>
<td>20,994.00</td>
<td>20,994.00</td>
</tr>
</tbody>
</table>

Budget Narrative - Please use Attachment 5 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
### Budget Form

#### Homelessness During Inclement Weather (Code Blue)

**Social Services District:** Albany County  
**Provider Agency:** Albany County DSS

#### Budget Categories

<table>
<thead>
<tr>
<th>SALARY COSTS</th>
<th>ADMINISTRATION COSTS</th>
<th>PROGRAM COSTS</th>
<th>TOTAL COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary Costs</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3. Total Salary &amp; Fringe Benefits</td>
<td>$</td>
<td>- $</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NON-SALARY COSTS</th>
<th></th>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Contractual Costs</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5. Travel Costs</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>6. Equipment Costs</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>7. Supplies</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>8. Other Direct Expenses</td>
<td></td>
<td>$15,000</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>9. Total Non-Salary Expenses</td>
<td>$</td>
<td>15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT RELATED COSTS</th>
<th></th>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Assistance Direct to Clients</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>11. Transportation</td>
<td>$</td>
<td>- $</td>
<td>$</td>
</tr>
<tr>
<td>12. Other</td>
<td></td>
<td>- $</td>
<td>$</td>
</tr>
<tr>
<td>13. Total Client Related Costs</td>
<td>$</td>
<td>- $</td>
<td>$</td>
</tr>
<tr>
<td>14. Total Project Costs</td>
<td>$</td>
<td>15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

#### Budget Narrative - Please use Attachment 5 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.
March 13, 2019

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 renew an agreement with St. Catherine's Center for Children to operate a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

Sincerely,

Michele G. McClave
Commissioner

cc:   Dennis A. Feeney, Majority Leader
      Frank A. Maurello, Minority Leader
      Kevin Cannizzaro, Majority Counsel
      Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/6/2019
Submitted By: Joseph DeAngels
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, 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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☑ Professional Services
- ☐ Education/Training
- ☐ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
St. Catherine's Center for Children-Marillac Residence
40 North Main Avenue
Albany, NY 12203

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

Amount/Raise Schedule/Fee: $1,200,000.00
Scope of Services: Operation of a 24-unit, State Certified Tier II Family Shelter, for the
 provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☑ No ☐
If Mandated Cite Authority: 18NYCRR - Parts 352.8 and 900

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

County Budget Accounts:
Revenue Account and Line: AA6109 04609
Revenue Amount: $1,200,000.00

Appropriation Account and Line: AA6109 44045
Appropriation Amount: $1,200,000.00

Source of Funding - (Percentages)
 Federal: 100%
 State: 0%
 County: 0%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
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: 151
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine’s Center for Children to operate the Marillac Residence at the State-approved per diem rate of $145.18 per family.

Marillac Residence, operated by St. Catherine’s Center for Children, is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension. During calendar year 2018 84 families were served.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
ST. CATHERINE’S CENTER FOR CHILDREN

PURSUANT TO RESOLUTION NO. 151, ADOPTED 4/9/2018

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

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

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

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

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

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

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

ARTICLE III. GENERAL PROVISIONS

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

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

The Provider shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).
The Department will designate a staff person who shall have authority for overseeing the Provider’s performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

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

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

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

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

ARTICLE VIII. FAIR HEARINGS

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

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

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

ARTICLE IX. ACCOUNTING RECORDS

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

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

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

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed ONE HUNDRED FORTY FIVE DOLLARS AND 18/100 ($145.18) per day, per public assistance-eligible family, as full compensation for the Service described under this Agreement. Said amount represents the operating component of the facility per diem rate approved by NYSOTDA.

The above-specified per diem rate has been established by New York State. Any change in the rate, as established by New York State, will immediately, upon its effective date, take precedence over the rate specified in the above paragraph.
The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

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

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. SCHEDULE

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

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

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. CONFLICT OF INTEREST

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

Upon the County’s knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.
This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2018 and will continue in effect through June 30, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. INVALID PROVISIONS

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

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

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

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

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

(The Rest of This Page Left Intentionally Blank)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: ___________________________ BY: ___________________________

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

ST. CATHERINE'S CENTER FOR CHILDREN - MARILAC RESIDENCE

DATE: ___________________________ BY: ___________________________

Name

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

On the ___ day of ________________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone 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 ____________  ) SS.:

On the ___ day of ________________, 2018, before me, the undersigned, personally appeared ____________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________________________
NOTARY PUBLIC
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:

<table>
<thead>
<tr>
<th>Liability for</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.</td>
</tr>
</tbody>
</table>
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


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

________________________________________
Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Service Provision Responsibilities

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

I. Service Definition - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for homeless families determined to be in need of temporary accommodations, supervision and services. Emergency/transitional shelter services for these purposes will be provided through an approved Tier II Family Shelter, in accordance with Part 900 of NYS regulations.

II. Eligible Families - An eligible family shall be defined as a family composed of two or more persons, including at least one minor child, or a pregnant woman who has no other children living with her, who are not domiciled or residing in a temporary shelter, and:

- Constitute a household in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, and any other persons related to a member of such household who are eligible for Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income; or

- Although not currently in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, applies for such benefits and are found eligible for participation in such programs.

III. Service Provision - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances, and most particularly those specified in 18 NYCCR 900. The Provider hereby certifies that it is a NYS approved Tier II Family Shelter and will maintain compliance with all related laws, regulations and NYS directives. In the event that the Provider should fail to maintain NYS approval as a Tier II Family Shelter, this Agreement shall terminate immediately, in accordance with the provisions outlined in Section XIX of this Agreement.

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

In the event that a NYSOTDA inspection of the facility identifies area of non-compliance, the Provider shall submit to the Department, within 7 days of receipt of the inspection report from either NYSOTDA or the Department, a written plan indicating the specific actions, which will be taken in order to achieve compliance within the required 30 days regulatory period. The Provider shall also immediately notify the Department in writing when it has achieved full
compliance through addressing all areas of non-compliance, or if it is anticipated that compliance will not be achievable within the required 30 days.

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

The Provider will immediately notify the Department of any incidents involving resident endangerment, injury or death, significant damage to the facility buildings or grounds, or other circumstances of a similarly significant nature. In such instances, verbal notification shall be provided as soon as practicable on the same or next working day, to be followed within 48 hours by a written notification of the specifics of the incident or circumstances.
EXHIBIT 2
RATE FOR SERVICE/FISCAL REPORTING

I. Rate for Service

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

a) A per diem rate as specified in Article X, per public assistance-eligible family, will be utilized in calculating reimbursement due to the Provider.

b) In the event that NYS should increase or decrease the per diem rate applicable to the Provider's Tier II Family Shelter, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

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

a) The Department will reimburse the Provider for shelter stays of families who have appropriately established eligibility under Family Assistance, Emergency Assistance for Families (EAF), Safety Net, or Emergency Assistance for Adults (EAA).

b) Eligibility determinations, shelter reimbursements and payment of benefits to, or on behalf of the recipient, will be made in compliance with current federal and State regulations.

c) In the instance that a resident has an alternate and available source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will develop and submit for the Department's review, a procedure for the collection of residents' share of shelter costs. The Provider will be directly responsible for collection of any remaining amount directly from the resident.

d) The Provider will bill the Department for each resident determined eligible for reimbursement by the Department. The billing format will include the name of each resident and the actual dates of shelter stay charged. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.

e) The Provider will be responsible for directly billing other local social services districts, in the event that they are fiscally responsible for the shelter stay of a resident family.

f) In the event that NYSOTDA withholds reimbursement from the Department as a penalty resulting from the Provider's non-compliance with Part 900 regulatory requirements, the Department will reserve the right to pass this penalty on to the Provider. Such will occur at the sole discretion of the Department and will assume that both the Department and the Provider have cooperated in such efforts, as are proscribed by Part 900 regulation, to prevent the assessment of such penalty by NYSOTDA.
III. Fiscal Reporting

a) The Provider shall be responsible for submittal of the following to the Department.

- Immediately upon availability, a copy of the agency’s annual, certified financial statements.
- By no later than February 15th of each year, a report of facility expenditures for the prior calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
- By no later than February 15th of each year, a proposed operating budget for the current calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.

b) The Provider shall notify the Department in advance of any significant proposed change to the facility budget. Prior to implementation of such change, the Provider must have received such written authorization of the Department and/or NYS Office of Temporary and Disability Assistance, as may be required.

c) All budgetary information and reports required under this section shall be submitted to the designated Department contract manager.
APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(ii).
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 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)(l).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2018 – June 30, 2019. 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 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.
March 13, 2019

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

Dear Chairman Joyce,

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

Local social service districts are required to provide Emergency and Transitional shelter for homeless households. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide Emergency and Transitional shelter for homeless households (primarily families) on a room and board basis (60 rooms). Case management is provided to facilitate family placement in permanent housing or other approved congregate facilities.

Sincerely,

Michele G. McClave  
Commissioner

cc: Dennis A. Feeney, Majority Leader  
Frank A. Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.: Michele McClave, Commissioner
Attending Meeting: 

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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
The Altamont Program
428 Duane Ave.
Schenectady, N.Y. 12301

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

Amount/Raise Schedule/Fee: $1,300,000.00
Scope of Services: Emergency and transitional shelter for homeless households (primarily families) on a room and board basis (60 rooms). Case management is provided to facilitate family placement in permanent housing or other approved congregate facilities.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
File #: TMP-0698, Version: 1

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

County Budget Accounts:
Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: $1,170,000.00 $18,850.00 $32,500.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $1,170,000.00 $65,000.00 $65,000.00

Source of Funding - (Percentages)
Federal: 90%
State: 4%
County: 6%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
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: 150
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Justification: (State briefly why legislative action is requested) Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in up to 60 rooms at the Schuyler Inn. There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels /motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals to learn to live independently and transition into permanent housing and provide a linkage to vocational and employment opportunities. Having our homeless families centrally located at the Schuyler Inn allows us to monitor their cases, deliver more efficient case management services and collaborate with our Solutions to End Homelessness Program (STEHP), provided by Legal Aid Society. Further, Schuyler Inn is able to actively coordinate and communicate with DSS, Homeless and Travelers Aid Society (HATAS), Albany School District Liaison, and St. Catherine's Center staff to help families move more quickly and appropriately to either permanent housing or the Marillac Family Shelter. Schuyler Inn also maintains a VISTA volunteer program to provide child care, homework help and other needed assistance to families residing there. During the 2018 calendar year 789 homeless families and individuals were housed at the Schuyler Inn.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
THE ALTAMONT PROGRAM, INC.

PURSUANT TO RESOLUTION NO. 150, ADOPTED 4/9/2018

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

WITNESSETH:

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

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless families of temporary room, board, case management and essential personal care items in a non-congregate setting, as detailed under Exhibit I.
The Provider will provide the agreed emergency/transitional shelter services only at the following location: Schuyler Inn, 575 Broadway, Menands, New York 12204

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

ARTICLE III. GENERAL PROVISIONS

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

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFLICT OF INTEREST

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

ARTICLE VI. CONFIDENTIALITY

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

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

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

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

ARTICLE VIII. COOPERATION

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

ARTICLE IX. FAIR HEARINGS

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

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

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

ARTICLE X. ACCOUNTING RECORDS AND AUDITS

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

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

ARTICLE XI. FEES

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

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

ARTICLE XII. NON-APPROPRIATIONS

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

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. SCHEDULE

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

ARTICLE XV. INDEMNIFICATION

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

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

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

ARTICLE XVII. NON-DISCRIMINATION

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION

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

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

Upon the County’s knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.
This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2018 and will continue in effect through June 30, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. INVALID PROVISIONS

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

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

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. ADDITIONAL ASSURANCES

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

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

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

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

(The Rest of This Page Left Intentionally Blank)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

Dated: ________________

By: ______________________
Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

THE ALTAMONT PROGRAM, INC.

Dated: ________________

By: ______________________
Name

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

On the ____ day of ________________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone 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 _________    ) SS.:

On the ____ day of ________________, 2018, before me, the undersigned, personally appeared ____________________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC
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:

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.</td>
</tr>
</tbody>
</table>
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


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

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director,
Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence
Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Service Provision

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

I. Service Definition Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.

II. Eligible Persons An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.

III. Service Provision Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

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

a. Assures the protection of resident’s rights and

b. Promotes the social, physical and mental well-being of the resident.

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

A. Residents’ Rights

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

1. A resident’s civil rights shall not be infringed.

2. A resident’s religious liberties shall not be infringed.

3. A resident shall have the right to have private written and verbal communications.

4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.

5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.

6. A resident shall have the right to manage his or her own financial affairs.

7. A resident shall have the right to privacy in caring for personal needs.

8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.

9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.

12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.

13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.

14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.

15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision.

   In addition, the Provider shall not accept, nor retain any person who:

   a. Causes immediate danger to himself or others.

   b. Is in need of medical care, including but not limited to dietary regimen that cannot or will not be met by the facility.

   c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.

   d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.

   e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.

2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.

3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.

4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile
Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.

5. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.

6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.

7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

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

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

2. Food Service:
a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.

b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.

c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.

d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.

e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services:

a. Supervision Services shall include, but not be limited to:

- intake and assessment;
- recording a daily census;
- monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
- surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
- handling individual emergencies, including arranging for medical care or other services;
- conduct and supervision of evacuations and periodic fire or evacuation drills;
- investigation and recording of incidents involving resident endangerment, injury or death;
- guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
- guidance to encourage residents to perform personal hygiene and grooming activities; and
- guidance to encourage residents to dress appropriately for weather and activities.

b. All staff shall be trained in the means of rapidly evacuating the building.

c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:

- make arrangements for transfer of such resident to an appropriate medical facility; and
- notify the resident’s representative, or next of kin, if known.

d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:

- arrange for appropriate professional evaluation of the resident’s condition;
- notify the resident’s representative, or next of kin, if known; and
• Make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.

e. In the event of the serious injury or death of a resident, the Provider shall:
   • immediately obtain necessary assistance and services;
   • notify the resident’s next of kin or representative; and
   • Notify the appropriate local authorities.

f. The Provider shall maintain a record of all resident injuries or death.

g. The Provider shall designate staff to perform supervision functions during all hours of operation.

h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.

i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility’s programs.

j. Staff shall be immediately accessible at all times while on duty.

k. Provision shall be made for backup staff.

l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident’s Shelter Budget

a. To encourage self-sufficiency of individuals/families, who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.

b. The eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.

c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services:

a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.

b. Information and referral services shall include:
   • establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
• cooperating with providers of services essential to residents;
• assisting residents to secure services needed.

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

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

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents’ rights and obligations while residing in the facility.

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

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.

2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

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

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Section 8 of this Agreement.

2. The Provider agrees to provide the Department with a copy of its by-laws.

3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.
EXHIBIT 2

Reimbursement and Reporting

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

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).

2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.

3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department’s routine authorization process for a period of shelter stay is not sufficient for these purposes.

4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family’s shelter payment is deducted from the claim.

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

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

a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.

b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.

c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.

d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
• No more than one period of stay (i.e. consecutive days) per month.
• A single period of stay may consist of no more than 5 consecutive days.
• No more than three (3) stays in a six month period or during more than three consecutive months.

4. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.

5. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.

6. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement after a period of 60 days in shelter.

7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident’s stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider under a performance-based model as detailed below; Reimbursements to the Provider will be issued as follows.

At agreed-upon regular intervals room and board reimbursements will be authorized to the Provider in the predetermined amount appropriate to the period, upon the Provider’s submittal of a report of specific public assistance-eligible persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and total PA-eligible bed days with all relevant “shelter authorization letters” attached, using forms to be supplied by the Department. Payments will be reconciled at periods to be predetermined by the Department, against an accounting of the total public assistance-eligible bed days anticipated for the period and actually provided.

Note that if utilization levels fall below the agreed-upon minimum levels indicated below, a downward adjustment will be made at the time of periodic reconciliation. In the event that reimbursement is withheld due to failure to meet minimum utilization levels, the amount will be commensurate with the extent of the facility’s failure and will be restored to the extent that subsequent totals exceed projections. No adjustment will be made for utilization levels in excess of the annual targeted minimum. However, bed days provided in excess of the minimum may be used to offset shortfalls during another period.

2. The Provider will be “held harmless” from fiscal penalty for failure to achieve designated levels under either the “Room and Board” or “Enhanced Performance” components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following:

a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the
period, a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period despite compliance with standards for admissions decisions involuntary discharges and bed hold policies.

c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.

**Performance/Per Diem - Based Contract Summary**

Dates of Operation: 7/1/2018 – 06/30/2019, 365 operating days  
Maximum Shelter Capacity: 60 units (48 motel units)  
Maximum Contract Amount: $1,300,000.00

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

Enhanced Performance-Based Funding: $389,670

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

See below for proposed performance targets and milestones.

**Performance Target**

200 out of 300 individuals sheltered by The Altamont Program during the contract term will demonstrate progress towards the achievement of housing permanency.

**Milestones**

300 Individuals will be admitted for emergency/transitional shelter.

225 heads of households will meet with a shelter representative to review and sign a contract that includes expectations of both the Shelter and the Department of Social Services.

200 Heads of households will meet with a shelter case manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.
200 Individuals will engage in a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (mental health services, substance abuse treatment, children's services, employment, health care, legal, domestic violence, financial assistance, rapid rehousing services etc.)

130 Households will be discharged to permanent housing or a higher level of community-based housing with ninety (90) days of continued case management.

125 Individuals will engage in a daily living skills development program, including meal preparation, money management, housing search as part of their Independent Living Plan.

100 School age children will engage in after school/kids club mentoring.

C. Other

a. The Provider agrees to maintain a case record on each resident, to include documentation of the specific date and means by which the resident achieved each designated milestone, as well as other pertinent details of the individual's stay and involvements with housing and self-sufficiency-related activities.

b. The Provider agrees not to reject appropriate residents who are referred to the facility, based solely upon having achieved the required minimum levels related either to PA-eligible bed days or performance targets and milestones.

c. The parties to this Agreement agree that no party will be bound to any specific provision of this Agreement which is subsequently determined to be inconsistent with statute, NYSDSS regulations, or other NYSDSS directive. In the event that such should occur, both the Department and the Provider agree to make every effort to renegotiate the involved aspect of the Agreement, to the satisfaction of both parties. In the event that such is not possible or allowable, either the Provider or the Department may proceed with termination of the Agreement, as provided for herein.
APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity’s compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502(j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2018 – June 30, 2019. 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.
March 13, 2019

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

Dear Chairman Joyce,

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

Local social service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew an agreement with St. Peter's Addiction Recovery Center to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities. This is an 11 bed emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

[Signature]
Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, 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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
St. Peter’s Addiction Recovery Center, Inc.
3 Mercy Lane
Guilderland, New York 12084

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

Amount/Raise Schedule/Fee: $244,000.00
Scope of Services: 11 bed Emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6140 03640, AA6142 03642
Revenue Amount: $56,608.00, $24,400.00

Appropriation Account and Line: AA6140 44046, AA6142 44046
Appropriation Amount: $195,200.00, $48,800.00

Source of Funding - (Percentages)
Federal: 0
State: 33%
County: 67%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
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: 148
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew a contract with St. Peter’s Addiction Recovery Center (SPARC) to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities.

In addition to room and board, SPARC provides assistance to its residents by addressing the problems underlying their homelessness and provides case management services which assist clients in securing permanent housing or residential placement. SPARC provides an 11-bed emergency shelter that serves homeless adults (9 males, 2 females).

The SPARC contract renewal represents a cooperative initiative by Albany County and the City of Albany whereby Albany County, through the Department of Social Services, provides reimbursement for shelter services through temporary assistance programs while the City of Albany provides the facility site.

During the 2018 calendar year 238 clients were served at SPARC
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
ST. PETER’S ADDICTION RECOVERY CENTER, INC.
PURSUANT TO RESOLUTION NO. 148, ADOPTED 4/9/2018

This is an Agreement made by and between the County of Albany (hereinafter referred to as the “County”), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and St. Peter’s Addiction Recovery Center, Inc. (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 3 Mercy Care Lane, Guilderland, New York 12084.

WITNESSETH:

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

ARTICLE II. SCOPE OF SERVICES

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

The Provider will perform the agreed emergency/transitional shelter services only at the following location: 56 Morton Avenue, Albany, New York.
The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department’s prior written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

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

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

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.
The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII FAIR HEARINGS

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

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

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

ARTICLE IX. ACCOUNTING RECORDS

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

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

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

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

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

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. SCHEDULE

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

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

ARTICLE XV. CONFLICT OF INTEREST

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

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

ARTICLE XVII. NON-DISCRIMINATION

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

Any violation by the Provider of any of the terms of this Agreement may result in the County’s decision at its sole discretion, to immediately terminate this Agreement.
ARTICLE XX. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2018 and shall continue through June 30, 2019. It is agreed by the Provider that performance without this agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. INVALID PROVISIONS

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

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

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

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

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

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: __________________________ BY: __________________________

Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

ST. PETER'S HOSPITAL FOUNDATION

DATE: __________________________ BY: __________________________

Name

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

On the ___ day of _____________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone 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 ___________ ) SS.:

On the ___ day of _____________, 2018, before me, the undersigned, personally appeared ___________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_________________________
NOTARY PUBLIC
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:

<table>
<thead>
<tr>
<th>Liability for</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.</td>
</tr>
</tbody>
</table>
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


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

12
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                              Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1
Single Adult Emergency Shelters
Service Provision

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

I. Service Definition- Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.

II. Eligible Persons- An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.

III. Service Provision- Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

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

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

A. Residents’ Rights

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

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

12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility’s policies and procedures.

13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility’s program.

14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.

15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
   
   a. Causes immediate danger to himself or others.
   
   b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
   
   c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
   
   d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
   
   e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.

2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.

3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.

4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.

5. With regard to individuals who present as intoxicated, either at the time of referral for admission or at any other point in their stay, the Provider agrees to develop and follow a specific protocol for assessment of the appropriateness of admission/retention and linkage to alcohol treatment and/or medical providers. Every effort will be made by the Provider to develop and implement this protocol in cooperation with other appropriate agencies, including but not limited to Albany County Mental health Department, local hospitals and other such entities. The Provider further agrees to diligently implement this protocol to the fullest extent possible and to communicate and cooperate
with all involved parties in seeking resolution to any implementation problems that may arise, whether they are case-specific or systemic in nature.

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

6. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.

7. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.

8. The Provider shall not admit or retain a number of persons in excess of 11.

C. Resident Services.

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

1. Environmental Standards

a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.

b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.

c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.

d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.

e. The Provider shall insure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service

a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.

b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.
c. The Provider shall insure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.

d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.

e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services

a. Supervision services shall include, but not be limited to:
   • intake and assessment;
   • recording a daily census;
   • monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
   • surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
   • handling individual emergencies, including arranging for medical care or other services;
   • conduct and supervision of evacuations and periodic fire or evacuation drills;
   • investigation and recording of incidents involving resident endangerment, injury or death;
   • guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
   • guidance to encourage residents to perform personal hygiene and grooming activities; and
   • guidance to encourage residents to dress appropriately for weather and activities.

b. All staff shall be trained in the means of rapidly evacuating the building.

c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
   • make arrangements for transfer of such resident to an appropriate medical facility; and
   • notify the resident’s representative, or next of kin, if known.

d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
   • arrange for appropriate professional evaluation of the resident’s condition;
   • notify the resident’s representative, or next of kin, if known; and
   • make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.

e. In the event of the serious injury or death of a resident, the Provider shall:
   • immediately obtain necessary assistance and services;
   • notify the resident’s next of kin or representative; and
   • notify the appropriate local authorities.

f. The Provider shall maintain a record of all resident injuries or death.

g. The Provider shall designate staff to perform supervision functions during all hours of operation.

h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility’s programs.

j. Staff shall be immediately accessible at all times while on duty.

k. Provision shall be made for backup staff.

l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident’s Shelter Budget

a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.

b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.

c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services

a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.

b. Information and referral services shall include:
   • establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
   • cooperating with providers of services essential to residents;
   • assisting residents to secure services needed.

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

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

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents’ rights and obligations while residing in the facility.

2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.

b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.

c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.

d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.

e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.

f. The discharge decision and reasons thereof will be fully documented in the facility’s records and made available to the Department upon request.

E. Service Relationships

a. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.

b. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

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

IV. Monitoring and Evaluation

a. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.

b. The Provider agrees to provide the Department with a copy of its by-laws.

c. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.
EXHIBIT 2

Reimbursement and Reporting

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

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).

2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.

3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department’s routine authorization process for a period of shelter stay is not sufficient for these purposes.

4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family’s shelter payment is deducted from the claim.

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

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

a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.

b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.

c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.

d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.

   - No more than one period of stay (i.e. consecutive days) per month.
• A single period of stay may consist of no more than 5 consecutive days.
• No more than three (3) stays in a six month period or during more than three consecutive months.

5. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.

6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.

7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident’s stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount, as detailed below.
   a. At monthly intervals, reimbursement under the “Room and Board” component will be authorized to the Provider, in equal payment amounts, upon the Provider’s submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and PA-eligibility status and accompanied by copies of all related “shelter authorization letters” issued by the Department. Payments will be reconciled based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided.
   b. Payment under the “Enhanced Performance” component will be issued on a quarterly basis, upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified below. Payment will be issued in equivalent quarterly amounts based upon the Provider achieving a minimum average of 75% of targeted milestone levels for the period. All residents’ achievement will be counted for these purposes, regardless of PA-eligibility status.

2. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.

3. The Department will maintain the sole discretion to renegotiate performance criteria; in the event that the Provider should request such and present compelling evidence that their failure to meet standards was due to circumstances beyond their control. It is understood that any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts.

4. Case managers will assist individuals in accessing affordable housing, housing subsidies and negotiation of leases. Skill training goals will incorporate identification of sources to assist in locating housing with “Housing First approach”.

PERFORMANCE CRITERIA SUMMARY

Dates of Operation: 7/01/18– 6/30/19, 365 operating days
Maximum Shelter Capacity: 11 beds (9 male, 2 female)
Maximum Total Contract Amount: $244,000.00

Room and Board Component Maximum: $180,000
Minimum Average Per Night PA-eligible Beds: 11
Total Annual PA-eligible Bed Days: 4,015
Enhanced Performance Component Maximum: $64,000

Payment will be issued based upon meeting an average of 75% of designated milestone levels, as reflected below and in the attached Quarterly Milestone Distribution chart.

**Performance Target**

135 out of 159 individuals sheltered by SPARC/Morton Avenue Shelter during the contracted period will demonstrate progress towards the achievement of housing permanency.

**Milestones**

1. 159 homeless individuals will be admitted for emergency/transitional shelter.
2. 150 residents will meet with a shelter staff representative, to participate in an assessment of the causes of their homelessness and related service needs.
3. 135 residents will establish a written service and/or “independent living” plan to be submitted by the facility to the Department.
4. 108 residents will complete an initial task designated in their service or independent living plan.
5. 72 residents will complete a second task designated in their service or independent living plan.
6. 54 residents will complete a third task designated in their service or independent living plan.
7. 36 residents will be discharged to a unit of permanent housing.
8. 15 residents will be discharged to an appropriate residential program.

**Additional goals:**

1. 114 residents will participate in a brief alcohol/drug or mental health evaluation.
2. 51 residents will participate in an alcohol/drug assessment through outpatient services.
3. 51 residents will be referred and linked to employment services.
4. 120 residents will participate in basic life skill training.
APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the
Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity’s compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State 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 Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2018 - June 30, 2019. 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

25
(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 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.
March 13, 2019

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

Dear Chairman Joyce,

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

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal represents a transitional/enhanced services agreement targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

Therefore, authorization is requested to renew an agreement with Catholic Charities to provide emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 3/5/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave, 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
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)

Contract Terms/Conditions:

Party (Name/address):
Catholic Charities of the Diocese of Albany
40 North Main Avenue
Albany, NY 12203

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

Amount/Raise Schedule/Fee: $972,400.00
Scope of Services:
Emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Bond Res. No.: 
Date of Adoption: 

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: $97,240.00, $197,397.00, $97,240.00
Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046
Appropriation Amount: $97,240.00, $680,680.00, $194,480.00

Source of Funding - (Percentages)
Federal: 10%
State: 30%
County: 60%

Term
Term: (Start and end date) 7/1/2019-6/30/2020
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: 147
Date of Adoption: 4/9/2018

Justification: (state briefly why legislative action is requested)
Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal represents a transitional/enhanced services component targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

This contract renewal is a performance-based reimbursement model, emphasizing assisting residents to apply for Temporary Assistance in order to address the factors that underlie their homelessness and to secure permanent housing or appropriate residential placement. Independent Living Plans are developed and consist of tasks which include addressing specific barriers to self-sufficiency. Examples would include: complete apartment searches, attend drug/alcohol or employment programs, follow up with legal issues (child/spousal support).

Emergency and Transitional Shelter Programs

Mercy House
40 North Main Avenue
Albany, NY 12203
Emergency Shelter, $468,000, 19 Beds
Adult Females and Families
St. Charles Lwanga Center
40 North Main Avenue
Albany, NY 12203
Emergency Shelter, $504,400, 19 Beds
Adult Males