

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Rehabilitation Support Services (RSS)
Contract for the Provision of Reentry Case Management Services,
October 1, 2021 – September 30, 2022
Funding Authorized by Resolution No _____**

This Agreement by and between the County of Albany, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County") and Rehabilitation Support Services 314 Central Avenue, Albany, N.Y. 12206 (hereinafter referred to as the "Contractor")

WITNESSETH:

WHEREAS, the County is in receipt of grant funding provided by the New York State Division of Criminal Justice (hereinafter referred to as "DCJS") for purposes of establishing and maintaining a Reentry Task Force designed to enhance the reentry service delivery system and to assist identified high need/high risk individuals who are returning to the community from prison to successfully integrate back to the community, for purposes of reducing recidivism (hereinafter referred to as the "Grant"); and,

WHEREAS, as part of its responsibilities under the aforementioned grant, the County is required to provide various case management services; and,

WHEREAS, in conjunction with the aforementioned grant, the County issued RFP-2021-096 seeking the services of a qualified provider to provide Case Management Services to the targeted population receiving reentry services; and,

WHEREAS, the Contractor has submitted a proposal to provide the aforementioned services; and,

WHEREAS, the County has reviewed the proposal of the Contractor and recommended an award of this Agreement to the Contractor; and,

WHEREAS, funding for the Agreement was duly authorized by the Albany County Legislature by Resolution No. _____ adopted on _____.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SERVICES TO BE PERFORMED BY CONTRACTOR:

As part of this Agreement, the Contractor shall provide the case management services as set forth in Attachment "A" attached hereto and made a part hereof. All services shall be provided in a manner that is consistent with the goals and intentions of the Grant.

The parties hereto specifically acknowledge the terms of RFP#2021-096. The contract documents shall consist of this Agreement, the RFP, and the Provider's proposal. In the event of any discrepancy as to the terms of this Agreement, the contract documents shall be interpreted in the following order: (1) This Agreement; (2) The RFP; (3) The Proposal.

ARTICLE II. PROGRAM OUTCOMES AND PERFORMANCE MEASURES:

As part of this Agreement, and in compliance with the Grant, the Contractor shall be required to monitor and track client outcomes and quality of life indicators for all individuals receiving services. Said program outcomes and performance measures shall adhere to the requirements set forth in Attachment "A".

ARTICLE III. CONFIDENTIALITY

The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations, including, but not limited to NYS Mental Hygiene Law, Social Services Law, Public Health Law, OASAS regulations and HIPAA, as partially described in Attachment "A". Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this Agreement.

ARTICLE IV. RECORD-KEEPING, MONITORING AND REPORTING

With respect to case management services, progress notes must be documented within 24 hours of service delivery, including all face to face, phone and collateral contacts. Individualized service plans should identify goals that support individual's criminogenic needs and successful tenure in the community.

Case management services will track Ready Set Work (RSW), CBI and Re-Entry Opportunities and Orientation towards Success (ROOTS) attendance. Case management services will track housing status, social services status, mental health treatment, substance abuse treatment and all programs mandated by Parole and report on such weekly to the designated Reentry Coordinator.

For monitoring and reporting purposes, all program facilities of the Contractor shall be open to authorized Federal, State and County personnel for the purposes of observation and monitoring of program operations. Any written report issued as a result of such inspections will be maintained by the County.

Upon request, the Contractor will make all financial, program and other related records available to all Federal, State and/or County personnel conducting monitoring visits.

Upon request, the Contractor will provide to 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. The Contractor agrees to retain all of the above information for six (6) years after final payment under this Agreement, and shall make such information available to the County, State, and/or Federal personnel during such period.

All client and related records in the possession of either party shall be made available to either party to this Agreement without expense to the other party. All records shall be provided in a manner consistent with the Confidentiality requirements set forth in Article III herein and the RFP.

The Contractor shall advise the County of all press inquiries received and shall, to the extent feasible, confer with the County related to their response prior to issuing any public statements.

ARTICLE V. COOPERATION

The Contractor shall cooperate and communicate with representatives, agents and employees of the County and the County shall cooperate with the representatives, agents, and employees of the Contractor to the end that work may precede expeditiously and economically.

ARTICLE VI. RELATIONSHIP

The Contractor 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 for any purpose, and the employees of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County

ARTICLE VII. SCHEDULE

The Contractor shall perform pursuant to this Agreement in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

ARTICLE VIII. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Contractor, in Albany County's EHR, 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 upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

If the Contractor 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 Mental Health and the Comptroller of the County of Albany within ten (10) days after receipt by Contractor of the final audit and the exit conference results, if any.

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Contractor agrees to accept reimbursement as provided by the NYS Division of Criminal Justice Services. The total annual contract funding to be made available is not to exceed One Hundred Twenty five Thousand dollars (\$125,000.00).

Compensation shall be made upon receipt of quarterly claims submitted by the Contractor to the Department, when program performance indicators have been reached and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures. Claims are to be submitted by the 15th of the month following the month of service.

Payment for services is specifically conditioned upon funding and services being approved by the NYS Division of Criminal Justice Services under the Grant. If a claim is not an allowed service under the Grant and/or if funding is not approved by DCJS, the County shall have no further obligation to the Contractor for payment for services provided pursuant to this Agreement.

ARTICLE X. 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 or are otherwise unavailable to the County for payment. The County will immediately notify the Contractor 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 XI. INDEMNIFICATION

The Contractor 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 Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

The Contractor 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 work, the Contractor shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the County, and the COUNTY OF ALBANY is named as an additional insured.

ARTICLE XIII. ASSIGNMENTS

The Contractor agrees to be bound by the provisions of Sections 103-a and 103-b of the General Municipal Law of the State of New York,

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

ARTICLE XIV. CONFLICT OF INTEREST

The Contractor 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 Contractor shall promptly notify the County.

ARTICLE XV. NON-DISCRIMINATION

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that it shall not, by reason of race, creed, color, national origin, age, sex, sexual orientation, 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 work contemplated by this Agreement.

ARTICLE XVI. GOVERNING LAWS

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

ARTICLE XVII. TERM OF AGREEMENT

This Agreement shall take effect one year term of October 1, 2021 through September 30, 2022 (contingent on the availability of state funds), which may be subject to annual renewal, with the option to renew for an additional one year term, at the discretion of the County and State.

Each year, the Contractor will be required to submit an annual work plan and budget for review and approval by Albany County Department of Mental Health, in such format as may be required. Each annual renewal will be subject to authorization by the Albany County Legislature and/or the Contract Administration Board.

ARTICLE XVIII. TERMINATION OF AGREEMENT

The County shall have the right to terminate this agreement, without cause, upon sixty (60) days prior written notice by the County. In the event of a material breach of any of the terms of this Agreement as determined by the County and/or DCJS, the County shall have the option to immediately terminate this Agreement.

In the event of termination of this Agreement, the Contractor shall be entitled to compensation only for those services actually performed, which were appropriate and consistent with the RFP and which have been approved and funded by DCJS.

ARTICLE XIX. REMEDY FOR BREACH

In the event of a breach by Contractor, the Contractor 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 substitute contractors to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XX. MACBRIDE PRINCIPLES

Contractor hereby represents that said contractor 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 contractor 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 contractor in default and/or seeking debarment or suspension of the contractor.

ARTICLE XXI. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor, (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 HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Contractor 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. Further, the Contractor shall comply with the terms of Attachment 3 to the Agreement.

ARTICLE XXII. ADDITIONAL ASSURANCES

- a. The Contractor agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.
- b. The Contractor agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.
- c. The Contractor agrees to comply with all applicable State and Federal statutes and regulations.

ARTICLE XXIII. INVALID PROVISIONS

It is 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 of competent jurisdiction, the validity 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 the COUNTY or the CONTRACTOR in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XXIV. NOTICES

Any notice required to be given under this Agreement by CONTRACTOR to the COUNTY shall be in writing and sent by certified mail, return receipt requested, to:

Daniel C. Lynch, Esq

Deputy County Executive
112 State Street, Room 200
Albany, New York 12207

ARTICLE XXV. NO WAIVER

No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

ARTICLE XXVI. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by the COUNTY and the Contractor.

ARTICLE XXVII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties hereto and there are no collateral or oral agreements or understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties.

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

COUNTY OF ALBANY

DATE: _____

BY: _____

Hon. Daniel P. McCoy
County Executive or
Daniel C. Lynch, Esq
Deputy County Executive

Rehabilitation Support Services
314 Central Avenue
Albany, N.Y. 12206

DATE: _____

By:

William Devita, Executive Director

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

On the ____ day of _____, 2021 before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity,

and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

On the ____ day of _____, 2021, before me, the undersigned, personally appeared, William Devita personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"

INSURANCE COVERAGE

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

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

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

4. **Professional Liability Insurance:** A policy or policies covering all operations of contractor and employees with limits of not less than \$1,000,000.

Attachment "A"

Scope of Services

REENTRY CASE MANAGEMENT

The purpose and overarching goal of the County Reentry Task Force (CRTF) program is to enhance the reentry service delivery system, to identified moderate to high risk / high need individuals returning to the community from prison to successfully integrate back to the community, reduce recidivism of re-arrest and parole violations, effect offender behavioral change, enhance offender accountability and promote public safety. CRTFs are charged with coordinating and managing services provided to individuals to ensure effective reentry into the community.

The County Reentry Program consists of a Reentry Task Force which includes designated County Co-Chair(s) and the DOCCS Co-Chair, Reentry Coordinator, Case Review Committee and Case Management Services. The key to this successful program is **Collaboration** among the numerous partners and community programs, **Coordination** of services, referrals, linkages and follow-up and **Communication** among key partners, the contracted service of RSS and the Reentry Coordinator. The Reentry Coordinator establishes all meetings, manages and tracks progress regarding services delivery, performance outcomes, program goals, and has oversight of the case management contracted services with RSS.

Case Management Services – is a collaborative process of planning, assessment, referrals, coordination, linkage to services, communication, advocacy, monitoring and tracking of data for reentry program individuals to successfully integrate back into the community and meet their conditions of parole. The following highlights case management expectations of the contracted service with RSS.

Case Management Services Delivery- Case management services are to be delivered from October 1, 2021 – September 30, 2022. RSS is expected to fulfill all contracted targets which includes (150 Individual Case Conferences, 135 Intakes Assessments, 115 Service Coordination Plans, 25 enrolled into Ready Set Work and 13 Successfully Complete Ready Set Work). If contracted targets are reached before September 30, 2022, RSS must continue delivery of case management services until the contract is ended.

Intake Assessment - an intake assessment on each program approved reentry individual will be completed within one week of the individual being referred to reentry and / or has returned to the community. The intake assessment (use CRTF Intake Assessment form) identifies the strengths and areas of need for the individual inclusive of the conditions of Parole. The following areas must be assessed and needs identified by Case Manager and tracked:

- Family demographics and relationships, support system,
- Housing - current living arrangement and/or plan to obtain housing
- Employment – previous history if any and/or plan to obtain

- Educational/vocational needs
- Substance abuse treatment needs, provider status and current mandates
- Mental health – history of treatment, medication, provider status and current mandate
- Medical Needs -, provider status and current mandates
- Veteran Status and services
- Anger, aggression, Domestic Violence – history, services, treatment and current mandate
- Sex offender status -history, treatment plan and current mandates
- Any social support needs including care coordination, DSS navigation, transportation, identification, access to mobile device and other barriers to re-integration

**Housing, Social Services assistance, Employment and Behavioral Health are a key areas that assistance is needed, with housing and employment necessary for condition of Parole

Additionally, the intake assessment should include the review of any historical and current information obtained from Parole, the prison and Reentry Coordinator that is available to be shared. An assessment form will need to be completed and uploaded to Albany County EHR for shared access with Reentry Coordinator within 24 hours after intake for tracking and preparation for case review meeting. It is incumbent upon the Case Management provider to make contact with reentry individual to conduct an intake assessment. Contact can be made with individuals in the provider's office; at Parole Office or in the community. The contractor should assertively outreach and engage reentry individuals for the completion of intake assessments and begin providing support services for a minimum of 30 days up to four months or longer if required.

Service Coordination Plan – the Case Review Committee will develop the initial service coordination plan based on referral from the facility, additional information provided by parole and committee consultations. This service coordination plan will be individualized and detailed after case manager meets with client to complete Intake Assessment Form and speaks with Parole to review and agree with completed service coordination plan. Thus the service coordination plan is completed immediately after the Intake Assessment is conducted and must be shared with assigned Parole Officer. The service coordination plan will be periodically reviewed and refined based on client's progress and changing needs. The service coordination plan will be sent to the assigned Parole officer to ensure communication and no duplication of efforts as well as presented to the Case Review Committee. Strength based, client centered approach will be utilized in the development, implementation, and review of individualized service coordination plan. Individualized service coordination plan will identify goals that support individuals criminogenic and stabilization needs that promote successful tenure in the community.

Service Coordination Plan Management – it is the expectation that case manager will make referrals of reentry individuals to agencies for services and ensure that appointments and linkages are made. Case Manager will follow-up with clients as well as providers to confirm that connection to services has occurred. Service Coordination Plans will be reviewed by the Reentry Coordinator throughout service provision and at the time of

discharge to ensure that most if not all identified needs were met and or referrals submitted to complete those needs. All Case Management Services will need to be documented in Albany County EHR and, therefore, accessible for review at any time.

The Case Management service will include a minimum of 2 FTE Case Managers, each of whom will maintain a caseload of reentry individuals. Masters-level staff OR bachelor level staff with a minimum of 5 years' experience with reentry individuals and services OR staff with lived-experience who have case management/mentoring experience in providing reentry services is required due to the seriousness and complexity of service needs presented by moderate to high risk / high need individuals, including the frequent presence of co-occurring behavioral health concerns.

Periods of case management service are expected to last a minimum of 30 days to 120 days (4 months). Services can be continued to be provided past this period in order to achieve already identified service coordination plan needs. Whenever possible, pre-release planning should be pursued up to three (3 months) prior to release. Receipt of pre-release referral information varies and many notifications occur within 30 days of pre-release or just prior to release date. Therefore, it is incumbent upon the Case Management provider (RSS) to make contact with reentry individuals to conduct an intake assessment as soon as they are released and/or referred by community provider and received/obtained a signed released of information.

During the post-release period, case managers will conduct intake assessment of individual needs, including both criminogenic and stabilization needs; modify service coordination plan as needed and begin the referral and linkage process to ensure a smooth transition for the individual. This case management support will include completing applications, scheduling appointments and providing follow-up with agencies to ensure effective program linkages. Additionally, case managers will provide ongoing contact with the reentry individual and collateral providers to provide support in maintaining service linkages and addressing new needs as they emerge.

It is expected that there will be a minimum of four (4) contacts within a 30 day period between the case manager and the reentry individual. This can occur in a number of ways: direct contact with the reentry individual via telephone or face to face; meeting reentry individuals at Parole or provider appointment and transporting individual to an appointment. Each month, one (1) of the contacts with the reentry individual MUST be in the community and not RSS' or Parole's office. Case Manager will also be in regular contact with collateral providers to receive updates on clients' status and progress in the community.

The Case Management Service is required to manage a flexible spending fund for the purpose of addressing the unmet needs of individuals reentering the community. This can include the purchase of emergency clothing, personal care items, obtaining documents such as an NYS ID, Birth Certificate, Social Security card, Mobile devices, household kits, supplies needed to support work or vocational goals, bus passes, etc. Flexible spending funds cannot be used to purchase services or benefits already available through another service organization.

Reentry Program Outcomes and Performance Measures Reporting

RSS will develop a monthly tracking report to provide the County Reentry Coordinator who will be receiving the information to report Albany County and DCJS of population being served. RSS will be required to track specific indicators of all reentry individuals receiving Case Management Services. These indicators include the following:

1. Number of persons who obtained housing each month
2. Number of persons obtained employment each month
3. Number of persons referred to specific treatment services such as listed below:
 - a. Substance abuse
 - b. Sex offender
 - c. Mental health
 - d. Domestic Violence
 - e. Anger Management
4. Demographic to be on a monthly basis includes:
 - a. Homeless at release
 - b. Gender
 - c. Age
 - d. Ethnicity

Case Management services will also be required to track and document the following program evaluation outcomes:

1. # of contacts per month of service for each client
2. # of Intake Assessments (Goal 135 annual, approx. 12 a month)
3. # of Service Coordination Plans (Goal 115 annual)
4. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program (Goal 25 annual)
5. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program complete the program (Goal 13 annual)
6. Number of Bus Passes provided per month
7. # of program discharge and type of discharge as listed below:
 - a. Successful
 - b. Unsuccessful
 - c. Administrative

Claims will be required to be submitted quarterly in a format that provides detail documentation of actual expenditures.

Confidentiality

RSS will comply with all applicable confidentiality laws, regulations and requirements, including but not limited to the following, as they now exist or may be amended in the future.

- NYS Social Services Law, Sections 367b (4) and 369(4)
- NYS Public Health Law, Article 27-F
- 18 NYCRR Part 357
- The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164

Record-Keeping

Progress notes will document date and time of client and collateral contact and will reflect discussion points covered, plan of action to be taken by both client, case manager and/or collateral. Progress notes must be documented in Albany County EHR within 24 hours of service delivery, including all face to face, phone and collateral contacts. Additionally, the below listed documents will be uploaded into Albany County EHR for each client:

1. Intake Assessment- reviewed and signed by client and staff
2. Service Coordination Plan- all iterations of service plan
3. DOCCS release paperwork- Referral, Taper, COMPAS, Release papers, DOCCS ID, conditions of Parole and any documents provided by DOCCS
4. Release of Information- DOCCS, Behavioral health and or Collaterals
5. Benefit award letter- DSS, SSA or Unemployment
6. Copies of applications submitted for identification and copies of identification once received (Birth certificate, Social Security card, DMV-non driver's ID, etc.)
7. Documents needed for submission of referrals (physical exams, ID, proof of disability etc.)
8. Ready Set Work! (RSW)/Vocational Readiness Program attendance and completion certificates.
9. Paystubs or stipend from CEO or other program
10. Signed housing leases/ proof of housing placement

Cognitive Behavioral Intervention Programming

The ACRTF currently offers a CBI programming in the form of READY SET WORK! (RSW) which is a pre-employment vocational training program. Our current programming structure is offered twice a week, for five weeks, on Tuesdays and Thursdays from 1p.m. to 3p.m. with a minimum of 20 hours of instruction. If a client misses a session, ACRTF must provide a makeup class before client can continue regularly schedule sessions as each module builds upon itself. This 20 hour CBI must be offered four times per year to meet DCJS contract expectations.

DCJS offers annual training of this CBI and it is expected that the subcontractor will commit staff time to receive training when offered in order to support the facilitation of this program to our clientele. Subcontractor is expected to identify and support a client's engagement in this CBI RSW program.

Our Target number for the contract year is to enroll at minimum (25) Individuals to Ready Set Work! Attendance of at least one class is required to be counted as enrolled. Attendance sheets for each module must be completed and included in client's file and another copy forwarded to ACRTF Coordinator for record keeping. The target number for graduation/completion is a minimum of (13) per contract year.

Attachment "B"

Contractor's Budget

<u>Staff Salaries</u>	<u>Annual Salary</u>	<u>%</u>	<u>Reentry Allocation</u>
Executive Director	\$87,500	7 %	\$6,125
Navigator	\$48,000	100%	\$48,000
Case Manager	\$42,000	94%	\$39,480
			\$93,605
Fringe Benefits	23.00%		\$21,529
Direct Costs:			
Travel/Vehicle Expenses			\$209
Phone-all			\$1,761
Office Supplies			\$1,351
Contracted Services			\$1,445
Office Space			\$5,919
Staff Expenses/Advertising			\$226
Client Travel & Stipends			\$27,719
Equipment Expense			\$358
Insurance			\$1,419
Total Direct Costs			\$40,407
<u>Indirect Costs</u>			
CFO	\$70,000	7.00%	\$4,900
Bookkeeper	\$38,400	9.00%	\$3,456
Fringe Benefits on Admin			\$1,127
Total Indirect Costs			\$9,483
Total Expenses			\$165,024
Net Deficit/Surplus			(\$35,024)

Attachment "C"

OBLIGATIONS AND ACTIVITIES OF THE CONTRACTOR AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 Contractor 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 terms "Business Associate" shall mean the Contractor, Homeless and Travelers Aid Society.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health and all parts thereof and the Albany County Department of Social Services.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 State and Federal 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 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j) (1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required and as consistent with the terms of the RFP and as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES 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

1. 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

2. The term of this Agreement shall be October 1, 2018 through September 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 42 CFR Section 164.
3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or applicable State or Federal 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.