



13 British American Blvd., Latham, NY 12110 / Phone: 518-867-8383

June 11, 2020

Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211

Dear Larry I. Slatky :

I am pleased to inform you that your facility has been awarded a Coronavirus Emergency Support grant from the Mother Cabrini Health Foundation (MCHF), through the Foundation for Long Term Care, based on your facility's sizeable census of Medicaid or SSI beneficiaries and the impact of COVID on its operations and residents.

The grant must be used to support the following categories of COVID-related expenses:

- Hazard pay for frontline workers;
- Personal protective equipment;
- Telehealth technology;
- Social connection technology;
- Training and education for staff related to COVID;
- Work-related supports for staff, such as transportation, child care, and wellness programs; or
- Unreimbursed staff testing expenses.

Funds must be used to support costs incurred between April 15 and June 30. If you would like to use the grant funds to support a different type of COVID-related expense, or if you need an extension of time to spend the funds, please provide Karen Lipson with a description of your request, and we will seek authorization from MCHF. Karen's contact information is klipson@leadingageny.org or 518-461-8985.

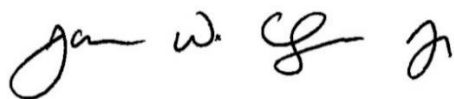
Grant funds cannot duplicate or supplant other sources of funding, but may be used to augment services otherwise funded by the government. If an awardee receives duplicative funding, it must notify us and re-direct the funds to another purpose approved by the Foundation for Long Term Care and MCHF. We understand that some facilities (particularly nursing homes) may be receiving at least partial reimbursement for COVID-related expenses from government sources. Awardees are advised to track these expenses and avoid duplication or supplantation.

Awardees are required to provide the Foundation for Long Term Care with a brief report on their expenditures, including the uses of funds, and the number of people served, and accomplishments and challenges pertaining to the use of the grant. Awardees must also retain documentation of their expenditures. This report will be due on July 10, 2020.

I have attached a sub-grantee agreement for your signature. In addition to executing the agreement, we are also requiring you to upload a copy of your organization's IRS Form W-9. Please sign the agreement and submit it

along with your W-9 by June 22. Please don't hesitate to contact Karen Lipson, if you have any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James W. Clyne, Jr." with a stylized, cursive script.

James W. Clyne, Jr.
President/CEO

Attachments

SUBGRANTEE AGREEMENT

This **SUBGRANTEE AGREEMENT** (the "Agreement") is entered into by and between the **FOUNDATION FOR LONG TERM CARE, INC.** ("FLTC"), a New York not for profit corporation, and Shaker Place Rehabilitation and Nursing Center (the "Subgrantee"), effective as of April 15, 2020 (the "Effective Date").

WHEREAS, the FLTC is the recipient of a Coronavirus Emergency Support Grant (the "Grant") with Mother Cabrini Health Foundation, Inc. ("MCHF"), effective April 15, 2020 through June 30, 2020, which Grant included funding to provide Subgrants to nursing homes and adult care facilities to address COVID-19-related costs; and

WHEREAS, Subgrantee has been identified by FLTC as eligible for a subgrant under the Grant, for use by Subgrantee for Grant Purposes (defined below) within its facility, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings made hereunder, the parties agree as follows:

1. AWARD AND DISBURSEMENT OF SUBGRANT FUNDS. FLTC has awarded subgrantee a subgrant under the Grant in the amount of \$ 9,000.00 (the "Subgrant"). FLTC shall disburse the Subgrant to Subgrantee within ten business days of execution of this Agreement. Subgrantee acknowledges and agrees that FLTC's award of the Subgrant, and its obligation to disburse the Subgrant to Subgrantee, is contingent on the availability of grant funds to FLTC pursuant to the Grant.

2. USE OF SUBGRANT FUNDS.

(a) Subgrantee agrees that the Subgrant shall be used exclusively for the following purposes related to responding to COVID-19 in its facility ("Grant Purposes"): hazard pay to frontline workers, personal protective equipment, telehealth technology, social connection technology, unreimbursed expenses associated with testing staff for COVID-19, training and education for staff, and support for staff such as transportation, childcare and wellness programs.

(b) Subgrantee agrees that if it wishes to use any portion of the Subgrant for a purpose other than Grant Purposes, it must obtain prior written approval from FLTC and MCHF, which approval may be denied or granted in FLTC's and MCHF's sole discretion

(c) Subgrantee represents and warrants that it will not use the Subgrant to supplant or duplicate existing funding from the federal, state or local government, or any other funding source. Subgrantee will promptly notify FLTC if it receives reimbursement or duplicative funding from another source for expenditures previously paid for using the Subgrant, and agrees to redirect such Subgrant funds or portion of Subgrant funds for which it has received reimbursement or duplicative funding from another source, to other Grant Purposes or to another charitable purpose pre-approved in writing by the FLTC and MCHF.

(d) Use of any portion of the Subgrant for any purpose other than as permitted by this

Section 2 is prohibited. This Agreement will terminate immediately in the event that any portion of the Subgrant is used for any purpose other than as permitted under this Section 2, and Subgrantee shall be required to immediately reimburse FLTC for any portion of the Subgrant not used in accordance with this Section 2. FLTC shall be entitled to an award of attorneys fees and costs incurred in recouping any portion of the Subgrant used in any manner prohibited by this Section 2

3. SUBGRANTEE BOUND BY TERMS AND CONDITIONS OF GRANT.

Subgrantee agrees to comply with all provisions of the Grant, a copy of which is annexed hereto as Exhibit A and incorporated herein by reference, as they relate to Subgrantee's activities under this Agreement and use of the Subgrant. Subgrantee understands and acknowledges that it is bound to comply with the terms and conditions of the Grant to the same extent that FLTC is bound to MCHF under the Grant. Compliance with the terms of the Grant is an express condition of Subgrantee's entitlement to disbursement and retention of the Subgrant. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Grant, the terms and conditions of the Grant shall control.

4. RECORD KEEPING AND REPORTING.

(a) Subgrantee shall maintain records of its expenditures, and supporting documentation, for a period of six years following expiration or termination of this Agreement.

(b) Subgrantee shall make all books and records and supporting documents related to the Subgrant and the use of the funds disbursed under this Agreement to FLTC and MCHF upon reasonable request by FLTC or MCHF.

(c) Subgrantee shall provide FLTC with a detailed report of the expenditures of the Subgrant on or before July 15, 2020. Subgrantee shall provide supporting documentation of such expenditures upon the request of FLTC, within ten days of such request.

(d) Subgrantee agrees to cooperate with FLTC in the event of an audit by MCHF, and to provide any information, documents and records reasonably requested by FLTC.

5. SUBGRANTEE CERTIFICATION. Subgrantee certifies that its financial position and/or operations have been substantially impacted by the COVID-19 pandemic. Subgrantee acknowledges and agrees that FLTC has relied on the foregoing certification in awarding the Subgrant and entering into this Agreement.

6. TERM; TERMINATION.

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue until July 31, 2020 (the "Term") unless either party shall terminate this Agreement as set forth below, or unless extended in writing by the parties. Any portion of the Subgrant not expended on Grant Purposes as of the expiration of the Term, or earlier termination date, if this Agreement is terminated pursuant to this Section 6, shall be returned to FLTC within 10 days of such expiration or termination.

(b) **Termination by Party.** Either Party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days' prior written notice of its election

to terminate this Agreement.

(c) **Automatic Termination.** This Agreement shall automatically terminate in the event that the Grant to FLTC is terminated, rescinded or otherwise cancelled. If funds disbursed under the Grant or this Agreement are recovered from FLTC by MCHF, FLTC shall be entitled to recoup such recovered funds from Subgrantee.

7. MANAGEMENT. Subgrantee has identified Larry I. Slatky, at the following email address Larry.slatky@shakerplace.org as the responsible person for this Subgrant (the "Responsible Party"). The Responsible Party shall be responsible for managing the Subgrant funds and the use of such funds for Grant Purposes, completing all reporting requirements under this Agreement, and serving as the principal contact person with FLTC. Subgrantee may change the Responsible Party upon prior written notice to FLTC.

8. CONFIDENTIALITY AND PUBLIC STATEMENTS.

(a) FLTC and Subgrantee acknowledge and agree that they may receive or have access to information of a confidential nature ("Confidential Information") from each other. The Parties agree to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. The Parties will not use such Confidential Information for any purpose other than to facilitate the Grant and implement the terms and conditions of this Agreement and will not disclose any Confidential Information to any third party without the consent of the other party.

(b) Subgrantee will not issue any public statement, whether oral or written (including statements on its website), relating to the Grant or this Subgrant, or use FLTC or MCHF trademarks or logos in any promotional materials, or in any website, press release, or public communication, without obtaining FLTC and MCHF's prior written consent.

9. REPRESENTATIONS AND WARRANTIES OF SUBGRANTEE. Subgrantee represents and warrants as follows:

(a) Subgrantee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is duly licensed as a nursing home or adult care facility under New York State Law;

(b) The execution, delivery and performance of this Agreement are within Subgrantee's corporate powers, has been duly authorized by all necessary corporate action, and does not contravene or conflict with (i) Subgrantee's charter or by-laws, or (ii) any law, rule, regulation or contractual restriction binding on or affecting Subgrantee;

(c) The person executing this Agreement on Subgrantee's behalf is duly authorized to bind such Party to this Agreement and the signature of such person appearing below the signature line represents such person's authentic signature;

(d) This Agreement is its legal, valid and binding obligation, enforceable against Subgrantee in accordance with its terms;

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body is required for the due execution, delivery and performance of Subgrantee's obligations under this Agreement;

(f) There is no known pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement;

(g) Subgrantee represents that it will ensure compliance with any applicable legal obligations to pay employee compensation, fringe benefits, disability benefits, workers compensation, and /or withholding and other applicable taxes when due.

10. NOTIFICATION OF CHANGE IN SUBGRANTEE STATUS. Subgrantee shall notify FLTC promptly, in writing, of: (i) any changes in Subgrantee's organizational status or good standing in the jurisdiction in which it is organized; (ii) any changes in Subgrantee's licensure with the Department of Health; (iii) any pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement; or (iv) any pending or threatened petition for bankruptcy, whether voluntary or involuntary, or any other pending or threatened action or proceeding seeking the dissolution, reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief of Subgrantee under any Federal bankruptcy law or other laws.

11. INDEMNIFICATION. Subgrantee agrees to indemnify, defend, and hold harmless the MCHF, FLTC and their directors, officers, members, employees, agents, representatives, volunteers, invitees, and assigns (collectively, "Grantor Parties"), with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising directly or indirectly from or in connection with the Subgrant, including but not limited to, breach by Subgrantee of any of its obligations and responsibilities under the Subgrant, or any other actions or omissions by Subgrantee with respect to this Agreement or the Subgrant which cause FLTC or MCHF damage, including without limitation any resulting recoupment of Grant funds by MCHF.

12. RELATIONSHIP OF THE PARTIES. Each of the Parties are and shall at all times function as independent contractors under this Agreement. Neither FLTC nor Subgrantee shall by virtue of this Agreement be deemed an employee, joint venturer, principal, agent or partner of the other Party, and neither is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the direction and control of that Party.

13. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction other than the State of New York. Each of the parties hereto hereby (i)

submits to the jurisdiction of the State and Federal courts in Albany County, New York; and (ii) waives any defense of inconvenient forum.

14. SUCCESSORS AND ASSIGNS. This Agreement and the rights and obligations of the Parties hereto shall bind and inure to the benefit of any permitted successors or assigns, provided, however, that neither this Agreement nor any rights or benefits hereunder may be assigned by Subgrantee without the prior written consent of FLTC, which consent may be withheld in FLTC's sole discretion.

15. SURVIVAL. The covenants set forth in Sections 4, 8 and 11 of this Agreement shall survive the termination of this Agreement.

1. ENTIRE AGREEMENT; SEVERABILITY

(a) This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

(b) This Agreement may be modified, extended or waived only by a writing, signed by an authorized representative of each Party.

(c) In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and each other provision will to the full extent consistent with law continue in full force and effect. If any provision of this Agreement is held invalid in part, such invalidity will in no way affect the rest of such provision, and the rest of such provision, together with all other provisions of this Agreement, will, to the full extent consistent with law, continue in full force and effect.

2. NOTICES. Any notices, consents or other communications required to be sent or given hereunder by either Party shall in every case be in writing and shall be deemed effective if and when delivered by hand or delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the other Party at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Subgrantee:

Name: Larry I. Slatky

Company Name: Shaker Place Rehabilitation and Nursing Center

Street Address: 100 Heritage Lane

City/State/Zip: Albany, New York 12211

If to the FLTC:

Denise Mitchell Alper

Foundation for Long Term Care, Inc.

13 British American Boulevard, Suite 2

Latham, New York 12110

3. FORCE MAJUERE. Neither Party shall be considered in default of the performance of its obligations hereunder while performance of such obligations is prevented or delayed by any event or circumstance which is beyond the affected Party's reasonable control. Such events or circumstances include, but are not limited to: acts of god, war, fire, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, strike or lockout (other than those involving a party's employees or subcontractors) (collectively, a "Force Majeure Event").

4. MISCELLANEOUS.

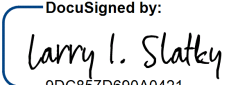
(a) This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party, on the grounds that such Party was primarily responsible for drafting the Agreement, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

(b) This Agreement may be executed in any number of counterparts, including counterparts by facsimile or e-mail, all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart.

(c) Section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the Effective Date.

SUBGRANTEE: Shaker Place Rehabilitation and Nursing Center

DocuSigned by:

By: _____
Name: Larry, Slatky
Title: Executive Director



Please click on the attachment icon to upload your W-9 form.

FOUNDATION FOR LONG TERM CARE, INC.

By: _____
Name: Denise Mitchell Alper
Title: Executive Vice President

Karen Lipson

Foundation for Long Term Care

Exhibit A

Mother Cabrini Health Foundation, Inc. (the "Foundation") has approved a Coronavirus Emergency Support Grant (the "Grant") to Grantee in the amount set forth above to enable Grantee to provide critical services to New Yorkers during the COVID-19 crisis. The Grant may be used solely for the grant purpose described in Section 1 below and in the Grantee's Grant application, with such changes and addenda as requested or required by the Foundation (the "Proposal").

Grant Award Terms

1. Use of Funds.

Grantee agrees that it will use Grant funds solely in furtherance of the following emergency purpose ("Grant Purpose") to support the charitable program and activities detailed in the Proposal.

Grantee shall use Grant funds only for allowable costs as agreed upon by the Foundation in accordance with the budget attached hereto as Exhibit A and the terms and conditions of this Agreement.

Grant Purpose:

Provide funding for the following services and supplies necessitated by the COVID-19 crisis: (i) funding for nursing homes and adult care facilities within Grantee's network to address COVID-19 costs including hazard pay to frontline workers, personal protective equipment, telehealth technology, training and education for staff and providing support for staff such as transportation, childcare and wellness programs; and (ii) produce a series of free webinars and toolkits to assist adult day health care providers on how to effectively operate during this time of crisis.

2. Timing of Payment.

Grantee will receive the full amount of the Grant following the Foundation's receipt of a counter-signed Agreement.

3. Catholic Tenets and Teachings.

Grantee agrees to use the Grant funds in compliance with the ethical principles, tenets, and teachings of the Roman Catholic Faith including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops, and other applicable guidelines promulgated by the United States Conference of Catholic Bishops, as directed by the Foundation.

4. Permissible Activities.

Grantee acknowledges and agrees to the following additional requirements on the use of Grant funds:

- The Grant will only be used for programs and activities that are within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
- No part of the Grant shall be used to supplant existing government funding, although Grant funds may be used to augment services funded using government sources.
- The Grant shall not result in private inurement or personal benefit of any kind.
- No part of the Grant shall be used to fulfill a personal or corporate pledge of financial support.
- No part of the Grant shall be used in exchange for payment for tickets to benefit events, auction items or membership.

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- No part of the Grant shall be used: (i) to carry on propaganda, or otherwise to attempt to influence any legislation; or (ii) to influence the outcome of any specific election or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
- No part of the Grant shall be used for the purpose of influencing any actions or decisions or bribing of any government official, or otherwise in violation of the Foreign Corrupt Practices Act or similar law.

5. Changes to Proposal.

Grantee agrees to notify the Foundation in a timely manner of any proposed modifications to its Proposal, including as to the purpose, character, or method of operation of the Proposal. Any such changes to the Proposal must be approved in writing by the Foundation prior to implementation. With regard to budgetary line-items, Grantee must request prior written approval by the Foundation of any proposed reallocation of a budgetary line-item that reduces or increases the line item by 10% or \$10,000, whichever is greater, based on the approved itemized budget provided in Exhibit A.

6. Reimbursement.

Grantee represents that it has not sought or obtained reimbursement from any source, including any government agency or insurance company, for the amounts for which it is seeking Grant funds hereunder. Grantee further represents that it has not sought or obtained any duplicative funding for the Grant Purpose from any other source, including any individual, foundation, corporation or government agency, for the amounts for which it is seeking Grant funds hereunder. Grantee will promptly notify the Foundation if it receives any such reimbursement or duplicative funding, and agrees to redirect an equivalent amount to another charitable purpose pre-approved in writing by the Foundation.

7. Re-Granting.

Grantee shall not re-grant any Grant funds to other organizations without prior written approval of the Foundation. If such written approval has been provided, Grantee agrees to take all necessary steps to ensure that the sub-grantee will be subject to the terms and conditions of this Agreement, including the requirements related to adherence with the ethical principles, tenets, and teachings of the Roman Catholic Faith and the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops.

8. Notice of Key Developments.

Grantee shall notify the Foundation in a timely manner of changes in key personnel, significant difficulties in making use of the Grant funds in accordance with the Proposal, the inability to expend the Grant funds within the Grant term, or material changes to its overall financial position or solvency. Grantee agrees that it will notify the Foundation immediately of any actual or threatened change in its status as a publicly supported organization determined by the Internal Revenue Service to qualify under Section 501(c)(3) of the Code.

9. Records and Licenses.

Grantee shall maintain all financial records and all records pertaining to the use of the Grant, including receipts and records of Grant expenditures, and make such records available to the Foundation upon request. Grantee also agrees to maintain documentation of current licensure for all professionally licensed staff, as applicable, and to make such records available to the Foundation upon request.

10. Evaluation.

Grantee agrees to permit the Foundation and/or its authorized representatives to conduct an evaluation of the Grantee and the progress of the Grant, which may require in person or virtual site visits by the Foundation's representatives to observe Grantee's program procedures and operations and include discussions with Grantee's personnel.

11. Final Report.

Using the template to be provided by the Foundation, Grantee shall submit a final report to the Foundation concerning the Grantee's use of the Grant, along with a final expenditure report for the entire Grant period. The final report, including the final expenditure report, will detail the accomplishments achieved during the entire Grant period, any significant circumstances or problems encountered by the Grantee in administering the Grant, and efforts made to resolve them. The final report, including the final expenditure report, is due by July 31, 2020 and will cover the entire Grant period from April 15, 2020 – June 30, 2020. Grantee agrees to provide the Foundation with such additional information concerning the Grant as may be requested by the Foundation.

12. Nondiscrimination.

Grantee shall ensure that no person will, regardless of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied benefits of, or be subjected to unlawful discrimination under any program or activity funded by the Foundation.

13. Compliance with Laws.

Grantee shall comply with all applicable local, state and Federal laws and regulations during the term of the Grant, as well as the terms and conditions set forth herein.

14. Publicity.

Grantee agrees to obtain written pre-approval from the Foundation prior to using or referencing the name or emblem of the Foundation, including issuing any press releases or otherwise making any public statement referring to the Grant or the Foundation or using the Foundation's name or emblem. Any approved publicity regarding the Grant or the Foundation must include an acknowledgement that the project was supported by a "Grant of the Mother Cabrini Health Foundation." Approved public announcements and releases about the Grant must be coordinated with the Foundation. To coordinate any such proposed announcements, please contact communications@cabrinihealth.org.

15. Recapture of Funds.

Grantee agrees to comply with the terms and conditions of this Agreement. If Grantee fails to comply with the terms and conditions set forth herein, including by using any portion of the Grant for anything other than the Grant Purpose, the Foundation reserves the right to require immediate repayment of any expended or unexpended Grant funds.

16. Grantee Representations.

Grantee represents (i) that it is either a domestic public charity as described in IRC section 509(a)(1) or (2) or an exempt operating foundation as described in IRC section 4940(d)(2); and (ii) the Grant will not result in private inurement or personal benefit of any kind.

Other Terms and Conditions**17. Additional Support.**

By making this Grant, Grantee acknowledges that (i) the Foundation assumes no obligation to provide any other or additional support to Grantee, and (ii) this Grant does not establish, nor shall it be construed as establishing, a precedent for any future support of Grantee.

18. No Agency.

This Agreement does not create, nor shall it be construed as creating, an agency, partnership, employment relationship, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall not make any such representation to anyone. Neither party shall have any right or authority,

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express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

19. Indemnification.

Grantee agrees to indemnify and hold harmless the Foundation, its officers, directors, members, agents, representatives, employees, volunteers and its invitees with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions), arising from or in connection with the Grant, including, but not limited to, breach by Grantee of any of its obligations and responsibilities under the Grant. This indemnification/hold harmless clause must be included in all re-grants or subcontracts entered into to fulfill the purposes of the Grant.

20. Applicable Law.

This Grant Agreement will be construed and governed by the laws of the State of New York.

21. Amendments.

This Agreement may be modified only by written agreement of the Foundation and Grantee.

22. Arbitration.

If the parties are unable to resolve any disputes, controversies, or claims arising out of or relating to this Agreement, such disputes, controversies, or claims shall be settled by binding arbitration according to the rules of JAMS. Such arbitration shall take place in a location selected by the Foundation. All parties shall have the right to discovery and the arbitrators shall be selected pursuant to the rules of the American Arbitration Association. Arbitration fees shall be shared equally.

23. Notice.

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by email, with email confirmation of receipt by the receiving party; (iii) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (iv) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

To Foundation:

Mother Cabrini Health Foundation, Inc.
777 Third Avenue
23rd Floor
New York, NY 10017
Attn: Chief Programs and Grants Officer
Email: grantawardletters@cabrinihealth.org

To Grantee:

Ms. Karen Lipson
klipson@leadingagency.org
Foundation for Long Term Care Inc
13 British American Blvd

Karen Lipson

Foundation for Long Term Care

Latham NY 12110

24. Counterparts.

This Agreement may be executed in two counterparts, which together shall constitute one and the same instrument.

25. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the Foundation and Grantee and supersedes all prior discussions, agreements and understandings.

Mother Cabrini Health Foundation, Inc.

A handwritten signature in black ink that reads "Gregory Mustaciolo". The signature is written in a cursive, flowing style.

Name: Rev. Msgr. Gregory Mustaciolo

Title: Chief Executive Officer

Date: May 1, 2020

GRANTEE AUTHORIZED SIGNATURE.

Agreed and Accepted by the following individual who certifies that he or she has the authority to bind and commit the Grantee to the terms and conditions of this Agreement:

Name*

Title*

Date*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Albany County	
2 Business name/disregarded entity name, if different from above Shaker Place Rehabilitation and Nursing Center	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> Other (see instructions) ▶ _____ </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 100 Heritage Lane	Requester's name and address (optional)
6 City, state, and ZIP code Albany, NY 12211	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	4	-	6	0	0	2	5	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8/2/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.