

**COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT  
BETWEEN  
THE COUNTY OF ALBANY  
AND  
SCHENECTADY COUNTY CHAPTER NYSARC, INC.  
DBA PINE RIDGE INDUSTRIES**

**PURSUANT TO RESOLUTION NO. 354, ADOPTED 10/11/2022**

This is an Agreement made by and between the County of Albany, a municipal corporation (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), with principal offices located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and Schenectady County Chapter, NYSARC, Inc., dba, Pine Ridge Industries, a corporation authorized to do business in the State of New York, located at 52 Market Street, Scotia, New York 12302 (hereinafter referred to as the "Provider").

**WITNESSETH:**

**WHEREAS**, the County has heretofore requested proposals for the provision of comprehensive employment services for the Department, said request for proposals having been denominated RFP# 2022-077 and which is incorporated by reference into this Agreement and made a part hereof; and

**WHEREAS**, the Provider has heretofore submitted a proposal for services that will provide employment success coaching and resource services to confidentially assist Temporary Assistance (TA) recipients who are employed in low-wage entry-level positions and are experiencing barriers to work. The Provider will provide solutions to immediate challenges and pathways to short and long term goals for greater stability and job retention. The purpose of this service is to improve entry-level workforce retention for TA recipients through supports and services that will help the individual maintain and thrive in their employment. Employees may face crisis resulting from lack of resources, lack of skills or a combination of both. The Provider will have an Employment Services Success Coach who will assess and confidentially help guide and assist these individuals in obtaining the necessary training and/or advanced education for work-based skills, and ensure linkages and supports are provided to address life skill issues and barriers.

**WHEREAS**, the County has accepted the proposal of the Provider to provide comprehensive employment services as the lowest responsible bidder; and

**WHEREAS**, the County has accepted the offer of the Provider to provide comprehensive employment success coaching services.

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

**ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE PROVIDER**

As part of this Agreement, the Provider shall provide all services set forth in their proposal and as more particularly described in Exhibits 1 and 2 of this Agreement attached hereto and made a part hereof.

**ARTICLE II. GENERAL PROVISIONS**

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County and the New York State Department of Social Services will be able to fulfill their function and responsibility.

The Provider shall complete the service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

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

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

### **ARTICLE III. CONFIDENTIALITY REQUIREMENTS**

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

### **ARTICLE IV. INFORMATION ACCESS**

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

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation. 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 either party to this Agreement without expense to the other party. All client records and either forms, reports, statistics and materials shall be retained by and at the County.

### **ARTICLE V. COOPERATION**

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

### **ARTICLE VI. FAIR 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 VII. RELATIONSHIP**

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

#### **ARTICLE VIII. SCHEDULE**

The Provider shall complete the work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

#### **ARTICLE IX. ACCOUNTING RECORDS AND AUDITS**

Proper and full accounting records shall be maintained by the Provider whose 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 of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a quarterly basis for benchmarks achieved in accordance with the rates and maximums specified in the performance-based budget section of Exhibit 1, attached hereto and made a part hereof, but not to exceed a total amount of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00).**

Fees for the service provided shall be payable upon submission by the Provider of a claim form signed by the Provider to the Albany County Department of Social Services. The claim form or attached invoice must contain itemized detail of the services rendered.

#### **ARTICLE XI. NON-APPROPRIATIONS**

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

#### **ARTICLE XII. INDEMNIFICATION**

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

#### **ARTICLE XIII. INSURANCE**

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. 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 XIV. ASSIGNMENTS**

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

#### **ARTICLE XV. CONFLICT OF INTEREST**

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

## **ARTICLE XVI. NON-DISCRIMINATION**

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

## **ARTICLE XVII. SUSPENSION AND DEBARMENT**

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

- a) is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c) does not have a proposed debarment pending; and
- d) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

## **ARTICLE XVIII. GOVERNING LAWS**

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

## **ARTICLE XIX. TERM OF AGREEMENT**

The term of this Agreement shall commence on January 1, 2023 and will continue in effect through December 31, 2023. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

## **ARTICLE XX. TERMINATION OF AGREEMENT**

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

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail, return receipt requested, or hand delivered with receipt granted by 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 the receipt granted by 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 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(s).

#### **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, a Member of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, 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 other than 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 disclosures on a specified disclosure form.

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

#### **ARTICLE XXIII. 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 XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION**

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its

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

#### **ARTICLE XXV. INTERPRETATION**

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

#### **ARTICLE XXVI. 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 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. 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 XXIX. MODIFICATION**

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

#### **ARTICLE XXX. INVALID PROVISIONS**

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, that determination shall not invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

#### **ARTICLE XXXI. ADDITIONAL ASSURANCES**

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

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

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

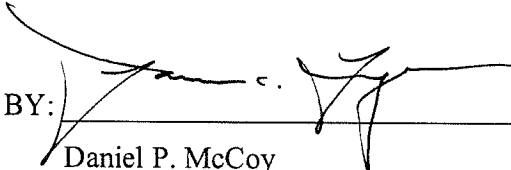
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.



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

**ALBANY COUNTY**

DATE: 1/5/2023

BY: 


Daniel P. McCoy  
Albany County Executive

or

Daniel C. Lynch  
Deputy County Executive

**SCHENECTADY COUNTY CHAPTER  
NYSARC, INC. DBA PINE RIDGE  
INDUSTRIES**

DATE: 12/29/22

BY: 

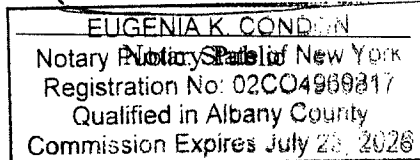
STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

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

\_\_\_\_\_  
Notary Public

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

On the 5th day of January, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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

On the 29th day of December, 2022, before me, the undersigned, personally appeared Kirk M. Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

RICHARD A. FRANKEL  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 02FR4812193  
Commission Expires April 30, 20 26

## SCHEDULE A

### INSURANCE COVERAGE

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

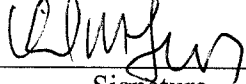
1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury,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

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

**SCHEDULE B**

**AUTOMOBILE INSURANCE WAIVER STATEMENT**

I, Kirk M. Lewis, do hereby affirm that during the term of Albany County's contract with Schenectady County Chapter NYSAPC for the provision of Employment Support Services, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 12/29/22 By:   
Signature

Executive Director  
Title

## SCHEDULE C

### CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

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

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

Schenectady County Chapter NYSARE  
Organization

[Signature]  
Authorized Signature

Exec. Director      12/29/22  
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.

Schenectady County Chapter NYSACE  
Organization

[Signature]  
Authorized Signature

Executive Director                      12/29/22  
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**

### **TANF/Safety Net Employment Success Coaching Contract**

**Contract Period: 1/1/23 – 12/31/23**

**TANF: \$90,000**

**Safety Net: \$10,000**

**Total Funding: \$100,000.00**

The Provider will be the designated provider of Employment Success Coaching for Albany County Department of Social Services (ACDSS) Temporary Assistance recipients. All services will be offered in an in-person or virtual setting or a combination thereof based on circumstances and needs of the individual.

The Provider will provide a four-stage case management system through a Success Coach to assist TA recipients in retaining or obtaining employment including: (1) needs assessments/barriers identification, (2) development of an individualized assistance plan, (3) real time referral to community resources, and (4) monitoring outcomes, progress and ongoing need. Through pre and post-employment assessment services, designed to identify and address barriers that are interfering with job retention or acquisition, the Success Coach will develop a plan containing real time community resources and training necessary to resolve those barriers and work towards self-sufficiency. The Success Coach will assist TA recipients to successfully navigate and connect with those resources and services; and connect TA job seekers with human resource and recruitment departments. The Provider will also collect, track and report progress and outcomes using the Salesforce data management platform.

The Success Coach will use the following case management approach to evaluate, engage, coordinate and monitor a participant's needs and progress:

#### **Needs Assessment /Barrier Identification:**

The Success Coach will convene with referred TA recipients, individually or in groups, on an as needed basis (but no less than quarterly) to discuss the role of the Success Coach and then confidentially conduct an initial needs assessment/interview on each individual participant. This needs assessment and interview will encourage each participant to describe a typical day, with particular emphasis on work, life and personal stressors, which may be compromising current or prospective employment. The Success Coach will also use this initial meeting to identify strengths and barriers, provide contact information, arrange a follow-up meeting and determine the individual's preferred meeting location (worksite, off-site, virtual). Meetings will occur at a frequency that best meets the individual's needs, preferences and availability. The Success Coach will be well versed in a wide variety of potential barriers including, but not limited to: childcare, transportation, heat and utility, food and nutrition, workplace etiquette and diversity in the workplace.

### **Planning Actions with the Participant:**

Using the Salesforce data collection and tracking platform, the Success Coach will develop an individualized assistance plan which document and captures barriers to employment, assesses the appropriateness of training and educational services and identifies short and long-term goals. These barriers may exist in, but is not limited to, such areas as financial literacy, communication, conflict resolution, social and professional expectations, child care, transportation, domestic problems, nutrition, personal health and workplace etiquette.

### **Coordinating and Linking to Resources:**

The Success Coach will work alongside the participant to identify and utilize a wide variety of real time community-based supports, services, and educational/training opportunities which could effectively address barriers and ultimately help the employee retain employment and potentially achieve self-sufficiency. These resources are typically relayed in-person or via text or email with direct links to the actual resource. The Success Coach will be well versed regarding an array of resources and training opportunities that will improve and enhance stability and workplace success in such areas, but not limited to, basic computer skills, career counseling, child support, homeless prevention, health insurance, transportation, mental health counseling, financial management, credit repair, affordable family nutrition, problem solving, high school equivalency, health and wellness.

The Success Coach will collaborate with ACDSS Employment Services contracted provider and ACDSS Employment Coordinator or designee, to develop and maintain a resource directory, identify trends in the client population, develop resources and create a targeted curriculum for job readiness and retention. All referrals will be documented in the Salesforce data collection system.

### **Monitoring Progress:**

Based on preferences and availability of the participant, the Success Coach will maintain ongoing follow-along to track adherence to the individualized plan, identify ongoing needs and outcomes and provide linkages to resources. Meetings between the participant and the Success Coach will occur no less than quarterly, can occur at the worksite, remotely or virtually and participant can contact their Success Coach using phone, text or email in between meetings.

Resistant behaviors will be monitored by the Success Coach using coach and counseling sessions with participants. The Success Coach will make every attempt to reintegrate a non-compliant individual into the coaching process immediately. If unable to reintegrate an individual, notification will be provided to the referring entity (ACDSS contracted Employment Services provider or ACDSS Employment Unit case manager) within 48 hours.

### **Helping TA Recipients Who Get Jobs Keep Them:**

The Success Coach, in collaboration with ACDSS Employment Services contracted provider and/or ACDSS Employment Case Manager, will work closely and consistently with assigned



TA recipients identify issues and barriers which can impact motivation to work (i.e.: child care, transportation, money management, soft skill training, housing, and so forth) and, using a mutual problem solving approach, will identify short-term solutions which engender hope, security, confidence and self-sufficiency. This ongoing support, the success of the community resource interventions and the close relationship that is nurtured between the Success Coach and the TA recipient will ultimately foster positive behavior change and improve motivation to find and/or keep and/or enhance employment. Those TA recipients faced with various life crisis intervention needs can consult the Success Coach who will empower them to contact pertinent community resources. The Success Coach will be available Monday through Friday from 8:30am to 5:00pm at the worksite, remotely or virtually. Those needing assistance without disrupting employment can make necessary arrangements with their Success Coach via phone, text or email.

### **Data Reporting:**

The Success Coach will use the Salesforce data management platform to collect, manage and track information at all stages of the Employment Success Coaching process. This is a well-established and proven database used by Success Coaches at 20 Employer Resource Networks (ERN) across the United States, including our Capital Region ERN. Reporting will be submitted electronically to the ACDSS Employment Contract Manager or designee by the 10<sup>th</sup> day of each month. This includes participant documentation of:

- Initial needs assessment
- Identification of barriers
- Development of the individualized assistance plan
- Referral to various community resources and/or
- Referral to educational/training programs
- Outcomes of each referral
- Record all contact made between the Success Coach and the individual including:
  - Follow-along to track adherence to the plan
  - Service outcomes
  - Any ongoing needs
  - Quantitative and Qualitative Data including but not limited to the total monthly and year to date number of:
    - Individuals served
    - Aggregate data on ages, gender, race/ethnicity of those served
    - Individuals reintegrated
    - Avg. number and types of meetings (virtual, in person, text, etc.) between Success Coach and participants.
    - Services/Resources requested
    - Services/Resources linkages made
    - Services/Resources actually delivered
    - Outcome trends for all participants
    - Aggregated Needs and Barrier Trends among participants
    - Individuals who were unable to be reintegrated
    - Other reports that ACDSS identifies and can be obtained from pertinent data collected

## **EXHIBIT 2**

### **Payment Schedule**

**TANF/Safety Net Employment Success Coaching Contract**

**Contract Period: 1/1/23 – 12/31/23**

**TANF: \$90,000**

**Safety Net: \$10,000**

**Total Funding: \$100,000.00**

### **Reimbursement under this contract will be made based on the following payment schedule:**

It is the expectation that The Provider will engage referred clients in activities designed to help participants secure and retain employment so they can move towards economic self-sufficiency. Each month The Provider will submit a monthly ACDSS claim form and written narrative of the prior month activities to correspond with the Salesforce data management reports. A monthly review will be conducted by the Albany County Department of Social Services after the end of each month, to determine if The Provider has reached an acceptable level of compliance for the month. Payment will be made upon approval by designated ACDSS staff

**\$8,333.33** per month will be paid to the Provider for a maximum of twelve (12) months, not to exceed the maximum funding amount for the contract period of \$100,000.

**EXHIBIT 3**  
**POLICY AND PROCEDURE**

- 1) Provider will conduct initial needs assessment on all referred clients and identify barriers.
- 2) Provider will develop an individualized assistance plan that will outline specialized services to promote job retention.
- 3) Using a mutual problem solving approach the individualized assistance plan will identify solutions to immediate challenges and pathways to short and long-term goals for greater stability and job retention.
- 4) Provider will target services and solution to improve entry-level workforce retention that will help the individual maintain and thrive in their employment through confidential guidance in obtaining immediate, personal relief.
- 5) Provider will ensure that training and/or advanced education for work-based skills or life skills will be focused goals along with barrier reduction.
- 6) Provider will accommodate alternative shifts with participants whenever possible with off-site or employer approved on-site locations and/or via web conference as necessary.
- 7) Provider will provide case management services to TA employed recipients by helping them engage and offer direct connections to community resources.
- 8) Provider will work collaboratively with other ACDSS contracted employment services vendor(s) towards employee retention.
- 9) Provider will work collaboratively with other ACDSS contracted employment services vendor(s) by participating in the development and delivery of a curriculum that will provide job seekers with pre-employment guidance and education on barrier reduction and resource navigation issues.
- 10) Provider will identify and implement technology that will utilize digital strategies to introduce participants to career opportunities and/or training opportunities and/or educational opportunities in a social media focused world.
- 11) Provider shall develop, maintain and monitor a collaborative network of multiple resource services providers who are capable of and willing to work with our participants.
- 12) Provider will provide the ACDSS Employment Unit with preferred dates and times for initial assessment appointments.

- 13) The ACDSS Employment Unit and/or contracted employment services vendor(s) will provide the Provider referral letters with the name, time and date of the initial assessment appointment for each individual requiring Success Coach related services.
- 14) Each individual's enrollment status or failure to participate in Success Coaching shall be reported by the Provider within two business days of the initial assessment date to the appropriate Employment Unit case manager and/or contracted employment services vendor contact via a mutually developed feedback form.
- 15) Provider will maintain a computerized database, Salesforce data management platform, to track participation in all stages of the Employment Success Coaching process. In addition to this database, a written case file containing comprehensive information for each client will be retained.
- 16) Provider will provide ACDSS with any requested reporting.
- 17) Provider is responsible to submit monthly data reporting records for each client documenting the activities as well as aggregate data reports outlined in Exhibit 2.
- 18) Data reporting records must be submitted to the Employment Unit Contract Manager or designee by the close of business on the 10<sup>th</sup> day of the succeeding month and/or as may be required due to changes in the client's status.
- 19) For billing purposes, the Provider will submit an originally signed claim form to the Employment Unit Contract Manager or designee no later than the 10<sup>th</sup> of the month following the billing month. An electronic version is also required at the time of billing. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.
- 20) Provider agrees to provide Success Coaching services to each client for the entire year of the contract.
- 21) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer coaching services during the contract year.
- 22) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager or designee.
- 23) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.
- 24) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.

## **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 Schenectady County Chapter NYSARC, Inc. dba Pine Ridge Industries.
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, 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 January 1, 2023 through December 31, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

**G. EFFECT OF TERMINATION**

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

**H. MISCELLANEOUS**

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