

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
UNITED TENANTS OF ALBANY
FOR THE
EMERGENCY RENTAL ASSISTANCE PROGRAM**

RESOLUTION NO. 96 ADOPTED 3/8/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 and United Tenants of Albany (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 255 Orange St., Suite 104, Albany NY 12210.

WITNESSETH:

WHEREAS, the Emergency Rental Assistance Program (ERAP) is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic; and

WHEREAS, the Department has received an award of funds from the US Treasury, under ERAP; and

WHEREAS, the Provider under the terms of its corporate authority has the power to provide the services set forth hereafter; and

WHEREAS, the Provider is a not-for-profit organization established in such a manner as to allow for the provision of the services set forth hereafter, and meets all State standards applicable to providers of such services; and

WHEREAS, the Department and the Provider are desirous of further specifying the mutual obligations and responsibilities of the parties;

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide Emergency Rental Assistance Program Services, as set forth in ARTICLE II, entitled "SCOPE OF SERVICES" and Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider shall assist the Department to carry out an Emergency Rental Assistance Program, as authorized by the US Treasury and as administered by the Department, and shall expend funds and otherwise perform under this Agreement as set forth herein and as more particularly described in the approved Project Work Plan and Budget which are annexed hereto and incorporated herein as Exhibit 1.

All program activity shall conform to the description thereof in Exhibit 1. Any substantive change in the approved program shall be carried out by amendment of Exhibit 1 and shall be at the sole discretion of the Department, and fully subject to the approval of the US Treasury and by written amendment of the Agreement between the Provider and the Department.

This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic. The scope of ERAP Services shall include the following.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

- Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- Demonstrates a risk of experiencing homelessness or housing instability; and
- Has a household income at or below 80 percent of area median income. NOTE priority will b given to households at 50% of area Median income or less.
- Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available.
- The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized.

ARTICLE III. TERM OF THE AGREEMENT

The term of this Agreement shall commence on March 15, 2021 and continue in effect through March 31, 2022. It is agreed by the Provider that performance under this Agreement shall be fully contingent upon execution of the contract with the Department under the Emergency Rental Assistance Program.

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 US Treasury 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 and Schedules attached hereto and made a part hereof.

ARTICLE IV. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00)**, as full compensation for the Services described under this Agreement. This amount includes financial assistance to be provided on behalf of eligible client households through a system approved by the Department.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 1.

The Provider shall submit its final claim to the Department under this Agreement within thirty (30) days of completion of program activities or upon termination of this Agreement.

ARTICLE V. INFORMATION ACCESS

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

The County 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.

The Provider agrees that the US Treasury shall have the same access to any books documents, records and other information relevant to the project as is provided to the County.

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

ARTICLE VI. COOPERATION

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

ARTICLE VII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County 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 VIII. ASSIGNMENTS

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

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

ARTICLE IX. OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this Agreement shall remain the property of the County.

The results of any activity under this Agreement may not be published without prior written approval of the Department. Any publication of such results

- 1) shall acknowledge the support of the Department and the U.S. Treasury, and;
- 2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of either the Department or the U.S. Treasury.

ARTICLE X. SCHEDULE

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

ARTICLE XI. RELATIONSHIP

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

ARTICLE 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, until final acceptance by the County, of the services covered by this Agreement, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing work, 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 had been given to the County, and the COUNTY OF ALBANY is named as an additional insured.

ARTICLE XIV. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County, or 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 XV. TERMINATION OF AGREEMENT

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

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

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

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

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

In the event of termination for any reason, the County shall be entitled to compensation for all work therefore authorized and performed, pursuant to this Agreement, such compensation to be in accordance with Article V. Fees of this Agreement.

ARTICLE XVI. MODIFICATIONS

This Agreement may only be modified by a formal written amendment or change order executed by the County and the Provider.

ARTICLE XVII. PARTIAL INVALIDITY

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

ARTICLE XVIII. 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 XIX. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE XX. 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 XXI. LEGAL OPINIONS

The Department and the Provider agree that opinions prepared by consultant law firms construing the statutes or constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York, with a copy to the Department's contact person and the NYSOTDA Project Officer. It is expressly agreed, however, that the Department's subcontractors shall not be deemed consultant law firms to the Department, the County of Albany, NYSOTDA, or the State of New York.

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXIII. GOVERNING LAWS

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

ARTICLE XXIV. FEDERAL LOBBYING

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

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

ARTICLE XXV. REMEDY FOR BREACH

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

ARTICLE XXVI. MACBRIDE PRINCIPLES

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

ARTICLE XXVII. IRANIAN ENERGY SECTOR DIVESTMENT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five 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 XXVIII. 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 XXIX. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider shall be bound by the additional terms and conditions contained in all the Exhibits and Schedules which are attached hereto and made part hereof.

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 warrants that all statements, data and other information and material furnished by the Provider and set forth in Exhibit 1 or incorporated by reference are true, complete and correct.

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.

Any failure by the County or the US Treasury to declare a breach or to insist upon the strict performance by the Provider of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and Albany County and the US Treasury, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Provider of any and all of the covenants, terms and provisions of this Agreement to be performed by the Provider.

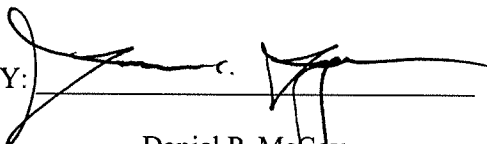
The Provider agrees to the following additional terms: 1) that the work performed by the Provider must be in accordance with the terms of the contract between the Department and the US Treasury for the performance of the Emergency Rental Assistance Program; 2) that nothing contained in this Agreement shall impair the rights of US Treasury under their contract with the Department; and 3) that nothing contained in this Agreement, nor in the contract between the US Treasury and the Department, shall be deemed to create any contractual relationship between the Provider and the US Treasury.

The Provider agrees to post any jobs that it creates or seeks to fill under this Agreement, through the New York State Department of Labor (<http://labor.state.ny.us>), notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this agreement must indicate that the position is funded with federal stimulus funds.

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

COUNTY OF ALBANY

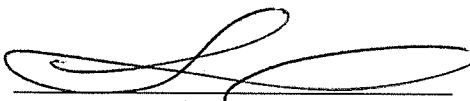
DATE: 4/20/2021

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

UNITED TENANTS OF ALBANY

DATE: 3/31/2021

BY: 
Signature

EXECUTIVE DIRECTOR
Title

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

On the _____ day of _____, 201_, 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 as County Executive of the County of Albany, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, he executed the instrument.

NOTARY PUBLIC

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

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



NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 31 day of March, 2021, before me, the undersigned, personally appeared Laurel A. Felts, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as duly authorized representative(s) of the Provider, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LINDA D. MACFARLANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6059775
Qualified in Saratoga County
My Commission Expires June 04, 2023


NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

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

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

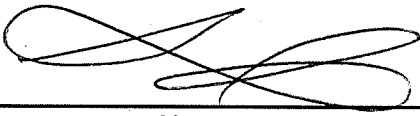
4. **Errors and Omissions Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, LARNA PERLES, do hereby affirm that during the term of Albany County's contract with UNITED TENANTS OF ALBANY for the provision of EMERGENCY RENTAL ASSISTANCE PROGRAM a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 3/31/2021

By: 
Signature

EXECUTIVE DIRECTOR
Title

SCHEDULE C

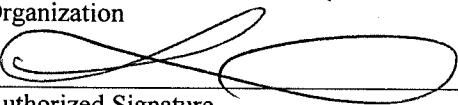
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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).

UNITED TENANTS OF ALBANY
Organization


Authorized Signature

EXECUTIVE DIRECTOR
Title

3/31/2021
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.

UNITED TENANTS OF ALBANY
Organization

[Signature]
Authorized Signature

EXECUTIVE DIRECTOR 3/3/2021
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

United Tenants of Albany will provide Emergency Rental Assistant Program (ERAP) Services, consistent with the following elements provided by the Department and excerpted from the Provider's proposal. The Provider will provide ERAP services primarily to eligible households that are unable to pay rent and utilities due to the COVID-19 pandemic. ERAP is for direct assistance, including rent, rental arrears, utility arrears and other expenses related to housing.

Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19; households with income at or below 80 percent of Area Median Income (households at or below 50% of area Median Income will be prioritized for assistance).

Eligible households may receive up to 12 months of assistance for rent, rent arrears, utility and home energy costs, utility or home energy arrears, plus an additional three months if there is a determination the additional months are needed to ensure housing stability and there are sufficient funds available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized. Assistance will be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once an eligible household's rental arrears has been reduced future rental assistance will only be approved at three month intervals. Households may reapply for additional assistance at the end of the three month period if needed and the overall time limit for assistance has not been exceeded.

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. In general, funds will be paid to the landlord or utility service provider.

Project Description:

This program will primarily fund the following direct positions as more detailed in the Provider budget:

Community Organizer (20%) - Engages difficult to reach and historically marginalized communities.

Rental Assistance Counselor (100%) - Dedicated staff person who will assist households with application completion/submission.

Community Engagement Coordinator - (40%) Coordinates engagement activities and conducts direct outreach.

Tenant Intake coordinator (20%) Will integrate rental assistance program into intake coordination of hotline and drop-ins.

Mobile Housing Counselors - (10%) for 3 FTE Housing Counselors who coordinate across programs and will link previous and current cases to assistance.

Outreach Advocate – (20%) Outreach activities will be dedicated to canvassing, outreach, and providing flyers for the ERAP Program.

Outreach:

eligible tenants about ERAP eligibility and benefits, how to apply and where to access case management and legal assistance. Outreach will be conducted in multiple languages. Outreach, approved by the Department, will include social media, virtual town halls, and educational flyers. Outreach will be prioritized to those individuals who are facing potential eviction, regardless of immigration status, especially in communities who:

- have a high percentage of households whose income is 50% of the Area Median Income (AMI); and
- have the highest unemployment rates; and
- have experienced the highest rate of COVID-19 infections during the pandemic.

Case Management, Application and Legal Assistance:

UTA will assist in prescreening Albany County residents to determine if they are eligible for ERAP, and if eligible, The Provider will assist the households in applying for ERAP benefits and securing required documentation of eligibility and need. The Provider will assist households to complete their online applications, upload documents or otherwise guide them through their own completion of the process. UTA will work with tenants and landlords to ensure that rental agreements, court stipulations or other agreements are in place to achieve ongoing housing stability after payment of the arrears. The Provider will seek renewed leases or other rental agreements for a term, reduced or waived ongoing rent, arrears, or late fees, or shifting some arrears, increased rent or payment of additional security to a future (non-pandemic) time. The Provider will work to ensure that the current tenancy is sustainable and is in safe housing. The Provider will ensure that tenants will feel empowered to speak about problems in their housing and utilize this time and funding to stabilize their housing situation not just for the present moment but for as long as possible.

The Provider will work to bridge technological issues that occur when appearing remotely when applying for ERAP or other financial assistance online. UTA will fill a need for in depth assistance to each household helping them to understand and secure emergency and long-term financial assistance, coordinating their efforts to secure that funding and overcoming technological issues that arise in utilizing online portals

The support and navigation efforts of UTA will ensure that evictions will be prevented, and clients will maximize benefits available to them to ensure ongoing housing stability and more households can be served with more in-depth assistance and support.

COLLABORATION AND COORDINATION

The Provider agrees to achieve administrative efficiency and fiduciary responsibility by collaborating and coordinating closely with the Department of Social Services and Legal Aid Society of Northeastern NY. Collaboration and coordination efforts will include but are not limited to:

- The Provider agrees to work closely with the Department of Social Services and Legal Aid Society of Northeastern NY to prevent duplicative efforts in conducting education, outreach efforts and assisting the same individuals in ERAP application process.

- The Provider agrees to participate in regular meetings with the Department of Social Services and Legal Aid Society of Northeastern NY to discuss programmatic activities related to ERAP.

REPORTING

Reporting for ERA program will be required by the Provider and at minimum will include the following:

- 1) Must provide details of activities, the number of households reached, and the number of households assisted with ERAP in the specified format requested by the County for the period requesting reimbursement.
- 2) Must submit a quarterly narrative and quantitative report for each quarter of their contract, regardless of whether there was any grant activity. Quarterly progress reports will be due the 15th day of the month following the end of the calendar quarter
- 3) Any additional reporting requirements that are required in relation to the ERA program by the County, U.S. Treasury or NYS Office of Temporary Disability Assistance (OTDA) to meet the funding requirements.

UTA Emergency Rental Assistance Program Budget	
Personnel	
Title	Cost
Executive Director (FT)	\$3,175
Executive Assistant (FT)	\$1,092
Community Organizer (FT)	\$8,736
Program Director (FT)	\$2,230
Community Engagement Coordinator (FT)	\$13,104
Assistant Program Director -ERAP (FT)	\$40,950
Housing Counselor (FT)	\$3,549
Housing Counselor (FT)	\$3,822
Court Advocate (FT)	\$0
COVID-19 Housing Counselor (FT)	\$3,549
Tenant Advocate/Intake Coordinator (PT)	\$7,098
Outreach Advocate (PT)	\$4,160
Fringe	\$15,735
Personnel Subtotal:	\$107,200
Non Personnel Services	
OTPS	Cost
Client Assistance	\$0
Telephone	\$3,500
Rent & Utilities	\$3,300
Program Supplies	\$3,000
Printing	\$1,000
Postage	\$500
Advertising	\$500
Training	\$0
Bond	\$0
Audit	\$1,000
Technology Maintenance	\$1,500
Equipment	\$2,000
Bookkeeping	\$1,500
OTPS Subtotal:	\$17,800
TOTAL PROGRAM BUDGET:	\$125,000

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law..
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law., Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall commence on March 15, 2021 through March 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2021

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

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

PRODUCER Aurora Incorporated 120 Broadway Albany, NY 12204	CONTACT NAME: PHONE (A/C, No, Ext): (518) 449-3180	FAX (A/C, No): (518) 449-1182
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Co		19682
INSURER B : Twin City Fire Insurance Company		29459
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED United Tenants Of Albany Inc 255 Orange Street, Suite 104 Albany, NY 12210	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		01SBAAJ6340	2/4/2021	2/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WECTB1698	9/17/2020	9/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Albany County is an additional insured for General Liability, per written contract or agreement, with regard to the operations of the Named Insured, subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER Albany County 162 Washington Avenue Albany, NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>UNITED TENANTS OF ALBANY, INC. 255 ORANGE ST STE 104 ALBANY NY 12210</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-426-1590</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 14-1557371</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Albany County 162 WASHINGTON AVE ALBANY NY 12210-2304</p>	<p>3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459</p> <p>3b. Policy Number of Entity Listed in Box "1a": 01 WEC TB1698</p> <p>3c. Policy effective period: 09/17/2020 to 09/17/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Danielle Clausen 04/11/2021
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 449-3180

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.