

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY**

PURSUANT TO RESOLUTION NO. 141, ADOPTED 4/8/2019

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Catholic Charities of the Diocese of Albany - Mercy House (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

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

WHEREAS, pursuant to Social Services Law 18 NYCRR 352.8, local districts are required to provide emergency assistance to eligible homeless persons and authorize payment to emergency shelters providing care to public assistance-eligible homeless persons, and

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at Mercy House, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to

obtain the community services necessary to become self-sufficient and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 12 St. Joseph's Terrace, Albany, New York 12210

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

ARTICLE III. GENERAL PROVISIONS

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

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 agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement and shall submit therewith recommendations for solution(s).

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

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the

Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

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

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

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII. FAIR HEARINGS

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

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

ARTICLE IX. ACCOUNTING RECORDS

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

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the

Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

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

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **FOUR HUNDRED SIXTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$468,000.00)** as full compensation for the services described under this Agreement.

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

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. SCHEDULE

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

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

ARTICLE XV. CONFLICT OF INTEREST

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

ARTICLE XVI. NON-APPROPRIATIONS

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

ARTICLE XVII. NON-DISCRIMINATION 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 Provider agrees that neither it nor its sub providers shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and able to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

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

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

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

This Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. INVALID PROVISIONS

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

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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 XXIX. ADDITIONAL ASSURANCES

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

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

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

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

(The Rest of this Page Left Intentionally Blank)

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

COUNTY OF ALBANY

DATE: _____

BY: _____

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

**CATHOLIC CHARITIES OF
THE DIOCESE OF ALBANY**

DATE: _____

BY: _____

Name

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting 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:

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____
Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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).

Organization

Authorized Signature

Title

Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

Title

Date

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

EXHIBIT 1

Single Adult Emergency Shelters

Service Provision

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

- I. Service Definition** - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons**- An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision**- Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

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

- a. assures the protection of resident's rights and
- b. promotes the social, physical and mental well-being of the resident.

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

A. Residents' Rights

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

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

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.
5. With regards to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in

accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.

6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

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

1. Environmental Standards:

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

2. Food Service:

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.
- c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.

- d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
- e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services:

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

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

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

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

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

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

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

e. In the event of the serious injury or death of a resident, the Provider shall:

- immediately obtain necessary assistance and services;
- notify the resident's next of kin or representative; and
- notify the appropriate local authorities.

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

- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
 - h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
 - i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
 - j. Staff shall be immediately accessible at all times while on duty.
 - k. Provision shall be made for backup staff.
 - l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.
4. Resident's Shelter Budget
- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
 - b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
 - c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.
5. Information and Referral Services:
- a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
 - b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
 - c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
 - d. The Provider shall designate sufficient staff to perform information and referral services as well as housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

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

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

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

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

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

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

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

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

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.

- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
 - No more than one period of stay (i.e. consecutive days) per month.
 - A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
4. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
5. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
6. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider in the amount specified in Article XI, as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and TA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled on a quarterly basis, based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided. Short-falls not justified through the "hold harmless" provisions outlined below will result in a payment adjustment commensurate with the extent of the short-fall.
 - b. Payment under the "Enhanced Performance" component will be issued at quarterly intervals and reconciled on a quarterly basis, upon submittal by the Provider of a report of actual case-specific milestone achievement. The performance target and milestones to be utilized for the contract period are specified below. Payment will be issued in equivalent quarterly amounts based upon the Provider achieving a minimum average of 75% of targeted milestone levels for the period. All residents' achievement will be counted for these purposes, regardless of PA-eligibility status.
2. The Provider will be "held harmless" from fiscal penalty for failure to achieve designated levels under either the "Room and Board" or "Enhanced Performance" components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period, a) due diligence was exercised in assisting residents to apply for temporary

assistance benefits and b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period despite compliance with standards for admissions decisions involuntary discharges and bed hold policies.
- c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.

II. Fiscal Reporting

- 1. As a condition of the execution of this Agreement, the Provider must submit to the Department a proposed facility budget for the contract year, specifying projections of all income and expenditures.
- 2. The Provider agrees to provide the Department with a copy of its annual fiscal audit.
- 3. All budgetary information and reports required under this section shall be submitted to the designated Department contact person.

III. Performance-Based Contract Summary

Dates of Operation: 7/1/2019 – 6/30/2020, 365 operating days
Maximum Shelter Capacity: 19 beds, 6,935 bed days
Maximum Contract Amount: \$468,000

Room and Board Maximum: \$349,286
Minimum PA-Eligible Bed Days: 5,840
Average per Night PA-Eligible Beds: 16

Enhanced Performance-Based Funding: \$118,714

The maximum contract capacity is 19 beds. Minimum PA-Eligible bed days for this contract period are 16 daily and 5,840 bed nights yearly. Performance target and milestone enhancement are as follows for this contract term:

Shelter: Mercy House
Enhanced Performance-Based Component: \$118,714
Maximum Shelter Capacity: 19
Minimum PA-Eligible Bed Days: 16
Average per Night PA-Eligible Beds: 16

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of <u>unduplicated</u> individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of <u>unduplicated</u> families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												
16-30 days												

31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

**Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)*

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												
Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												
# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												

Mental Health Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Substance Abuse Treatment												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Adult Protective Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Rep Payee Services												
Linked												
Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Primary Care Physician Assistance												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Health Care Services (other than PCP services e.g. dental, chronic disease mgmt., etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Health Insurance (other than Medicaid)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Legal Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												

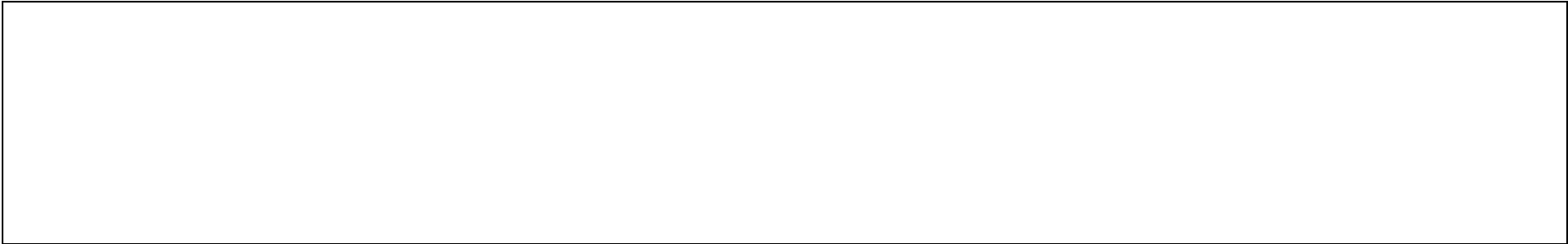
Re-Engaged												
Not Applicable												
Domestic Violence Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Employment Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)												

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Housing Related Services (completing housing apps, conducting apt. searches, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Children Support (e.g. after school program, summer camps, etc.)												
Linked												
Newly Engaged												
Already Engaged												

Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no income</u> or benefits <u>at admission</u> .												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												
Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual # of Shelter Clients <u>with earned income</u> paying towards shelter costs												

Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are <u>required to pay</u> divided by total amount of income collected</i>)												
Actual # of Shelter Clients <u>with unearned income</u> paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are <u>required to pay</u> divided by total amount of income collected</i>)												
Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):												
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												

Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Met HMIS reporting requirements												
Comments/Notes												



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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the

information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 - June 30, 2020. 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.