AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
HOMELESS AND TRAVELERS AID SOCIETY FOR HOMELESS/HOUSING EMERGENCY SERVICES

RESOLUTION NO. 204 Adopted 7/12/2021

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Homeless and Travelers Aid Society (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 138 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the County, acting through its Department of Social Services (hereinafter referred to as the "Department"), pursuant to Social Services Law, is responsible for responding to homeless housing emergencies encountered by individuals who are eligible or potentially eligible for temporary assistance; and

WHEREAS, the County, through Albany County Department of Social Services, has heretofore requested proposals for Homeless/Housing Emergency Services for homeless and at-risk person, through Request for Proposals #2021-055 (hereinafter, the "RFP"), which is incorporated by reference and made a part of this Agreement; and

WHEREAS, the Provider has heretofore submitted a proposal to provide Homeless/Housing Emergency Services (hereinafter, the "Proposal") and said Proposal submitted by the Provider is incorporated by reference and made part of this Agreement; and

WHEREAS, the County has accepted the Proposal of the Provider to provide the aforementioned services, and

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide a Homeless/Housing Emergency Services Program that provides after business hours, weekends and holiday coverage services to individuals and families who present as homeless or at imminent risk of homelessness, by assisting them to access needed emergency shelter or to be diverted from homelessness by retaining or securing adequate housing, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, as more particularly detailed in Exhibit 1.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Any requests by either party to modify the provision(s) of the exhibits must be mutually agreed to 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, except where otherwise designated in Exhibit 1, item C2.

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

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.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books,

papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement, in the possession of the County or in the possession of the Provider, shall be made available to 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. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

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

The Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for determination of the issues.

ARTICLE VIII. 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 IX. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed **ONE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED FIFTY FIVE and 00/100 ($134,955)** as specifically set forth in Exhibit 2, attached hereto and made a part hereof.

ARTICLE X. 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 XI. 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.

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto 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 XIV. 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 XV. 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 XVI. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the 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 XVII. GOVERNING LAWS

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

ARTICLE XVIII. 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 XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2021 and will continue in effect through September 30, 2022. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. 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 XXI. 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 XXII. 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 XXIII. 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 XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXV. 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 XXVI. 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 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. MODIFICATION

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

ARTICLE XXIX 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 (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 XXX. INTERPRETATION

The Contract Documents consist of the following: this Agreement; the RFP; which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called the "Agreement").

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: 8/27/2021 BY: _____

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

HOMELESS AND TRAVELER'S AID SOCIETY

DATE: 8/18/21 BY: Elizabeth H

Name

Executive Director

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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

_____
Notary Public

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

On the 27th day of August, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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 18th day of August, 2021, before me, the undersigned, personally appeared Elizabeth Hitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PATIENCE M DAVIDSON
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Saratoga County
01DA6411406
MY COMMISSION EXPIRES 11/23/2024

8/18/21
_____
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:

Liability for:	**Combined Single Limit:**
Bodily Injury	$1,000,000.
Property Damage	$1,000,000.
Personal Injury	$1,000,000.

4. **Professional Liability Insurance:** A policy or policies with limits of not less than one million ($1,000,000).

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Elizabeth Hitt, do hereby affirm that during the term of Albany County's contract with HATAS, for the provision of 24HHES, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 8/18/21

By: Elizabeth Hitt
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).

HATAS
Organization

Elizabeth Hitt
Authorized Signature

Executive Director 8/18/21
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.

HATAS
Organization

Elizabeth Hitt
Authorized Signature

Executive Director — 8/18/21
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

SCOPE OF SERVICES:

A. The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, including the following roles and responsibilities.

- Receive referrals from the Department's Diversion/Homeless Team and make placements as directed by the Department of Social Services during normal business hours.

- Receive, screen and refer homeless and at-risk individuals and families to emergency shelters, motels and other essential emergency resources during non-business hours, 7 day/week basis.

- Identify and intervene with individuals and families who can be diverted from homelessness through retaining their current residence during non-business hours only.

- Utilize electronic systems for recording individual case information, sharing assessment and referral information with key providers of emergency shelter and homelessness prevention services, and tracking and analyzing data related to the incidence, characteristics and outcomes of encounters with homeless and at-risk persons.

- Collect and share with the Department all relevant information required for quarterly reporting mandated by OTDA, incidents of homelessness and current homeless trends.

B. Target Population

1. The targeted population eligible to receive services through the Homeless/Housing Emergency Services Program will include all persons or households who present in Albany County as homeless or at imminent risk of homelessness, including but not limited to the following subgroups:

    - Single individuals
    - Childless couples
    - Pregnant women and teens
    - Families with minor children, including teen parents
    - Homeless, runaway youth, ages 16 and older
    - Victims of domestic violence

2. Consistent with the provisions of NYS directives, a homeless person or household will be considered "...an individual or family that is not domiciled, has no fixed address, lacks a fixed regular nighttime residence, resides in a place not designed for or ordinarily used as a regular sleeping accommodation for human beings (such as a hallway, bus station, lobby or similar place), resides in a homeless shelter, resides in a residential program for victims of domestic violence, or resides in a hotel/motel on a temporary basis".

3. For the purposes of this program, an individual or family will be considered as being at imminent risk of homelessness if they are experiencing one or more of the following circumstances:

- Their rent is in arrears and/or they are involved in a landlord-tenant dispute that has resulted in, or is likely to result in, a threatened eviction.
- The household resides in housing that has code violations.
- The household is at risk of loss of housing due to an actual or threatened utility shut-off.
- The household is living doubled-up in overcrowded housing conditions.

4. Resolution to all homelessness emergencies must continue to be sought until explicit approval to terminate service provision is provided by an authorized Albany County Department of Social Services representative.

5. Eligibility for services under this program will not be dependent upon receipt of Temporary Assistance benefits from the Department, although a household's eligibility may impact the services provided and options available to them for addressing their homeless/housing emergency.

   A household's eligibility or sanction status may impact the options available to them for addressing their homeless/housing emergency, and is determined by Departments Diversion/Homeless Team.

6. In order to be eligible for FFFS-funded services (see Section 6.4) under this program, families must either be in receipt of or eligible to receive assistance from the Department, or be determined to have income not exceeding 200% of poverty. Families with income who are sheltered at Marillac Residence will be considered to be eligible under this definition, even if their income exceeds 200% of poverty.

   The Provider will certify whether households served are at or below 200% of the Federal poverty level. Certifications will be obtained consistent with the provisions of 00-LCM-20, issued by New York State Office of Temporary and Disability Assistance. Under this directive, the Provider will be responsible for obtaining and reviewing self-attestations of income from those households eligible for 200% TANF Services, but not currently in receipt of Family Assistance or Safety Net Assistance. Such certifications should be obtained at the time of initial contact with the family. In the event that an intake is being conducted by telephone after-hours, relevant eligibility information should be verbally obtained and documented, and an effort made to have the consumer provide a completed self-attestation form from the consumer the next working day.

7. Eligible homeless persons and households will include those who reside in or present themselves in Albany County with a homelessness emergency, or who reside in Albany County and present as at-risk of experiencing homelessness. If a question or dispute arises regarding the County with responsibility to serve a homeless individual or family, the Provider will accept the household for services and refer the matter to the Department's contract manager for resolution. Under no circumstances should an individual or family presenting in Albany County as homeless be refused services as the result of an inter-jurisdictional dispute.

8. Victims of domestic violence who are appropriate for placement in a Residential Domestic Violence Facility will receive only limited services under this program, to include screening to identify the presence of domestic violence and immediate referral for residential domestic violence services. The Provider will be responsible for referring

victims of domestic violence who contact the program to a provider(s) to be designated by the Department, in accordance with an agreed upon protocol.

9. Homeless and at-risk persons who meet the definition of eligibility for services under this program will include but not be limited to those having mental health, drug/alcohol, physical, medical, intellectual and developmental disabilities, and language/communication barriers. Included are persons previously living in the community, on the streets, or being discharged from hospitals, psychiatric facilities, correctional facilities, and other similar institutional programs.

10. Homeless and at-risk persons may seek services from the Homeless/Housing Emergency Services Program either directly, or through referral from a community agency or other entity during non-business hours only.

C. Program Operations and Siting

1. The Provider will operate a program with the capacity for individuals and families to present homeless and housing emergencies on an after business hours, weekends and holiday coverage basis, as follows.

   - Direct staff coverage must be maintained after-hours, on weekends and holidays. After-hours coverage must at minimum be provided through a telephone on-call system. The Provider agrees to operate a system for after-hours coverage that involves minimal response waiting time, and that also minimizes the need for a homeless individual or family to initiate multiple phone calls.

3. The Provider will establish a response system that ensures that eligible individuals and families throughout Albany County have the ability to readily access services through this program.

D. Screening and Assessment

1. During regular business hours, an initial, - screening will be conducted by Department's - Homeless Emergency Services Team to determine the immediate needs of the individual or family and their eligibility to receive services through the program.

   Denials of service at the point of initial screening may be made only for those households who present a need that does not fall under the scope of the program or who do not meet the specified eligibility criteria will be made by the Departments Homeless Emergency Services Team.

2. For those individuals and families who are screened as eligible for program services, an immediate referral will be sent to the Shelter Provider for shelter placement. Information to be obtained through the assessment interview will include but not be limited to the following. (Note that for initial contacts with households that take place after-hours by telephone, an abbreviated interview will be conducted by the Provider, focused on obtaining such information as essential to an appropriate emergency response.)

   - Identifying information (name, aliases, date of birth, social security number)
   - Demographic information (sex, household size and composition)
   - Income sources and amounts

- Current or last address of residence
- Reason for current housing emergency or episode of homelessness
- Disabling conditions or special needs of household or individual members, including but not limited to:
    - Mental illness
    - Medical or physical disabilities, including physical limitations with relevance to communicating and/or selection of appropriate shelter/housing sites
    - Domestic violence
    - Veteran status
    - Seniors, frail and/or very old elderly
    - Runaway/homeless youth
    - Pregnant or parenting teen
- Arson conviction
- Sex Offender Registry screening results (see item 4 below)

3. With appropriate consumer consent and where circumstances allow, collateral contacts will be made as necessary to determine a household's current status and related housing and service needs.

4. All adults must be screened through the following Sex Offender Registries, prior to referral for placement in an emergency shelter or motel, regardless of whether they self-identify as a sex offender. All placements of individuals listed on any Sex Offender Registry must be in compliance with any applicable restrictions imposed under existing Federal, State or Local Law when possible. An individual should not be denied shelter because we cannot meet the Federal State and local Laws. It will be the responsibility of the Department to address the situation and find appropriate emergency housing.

    NYS Sex Offender Registry
    http://criminaljustice.state.ny.us/nsor/search_index.htm

    Albany Police Department "Sex Offender Watch"
    http://www.apdonline.org/police/index.htm

    NYS Department of Correctional Services Prison Inmate Registry
    http://www.criminaldivision.com/database/nys_inmates.html

    US Department of Justice Dru Sjodin National Sex Offender Public Website
    http://www.nsopr.gov/

E. Establishment of Emergency Services Plan during Non-business Hours

1. An emergency services plan will be developed for each eligible household, to address needs identified through the screening and assessment process. The service response to a household's housing emergency will be individualized, with the goals of intervention being specific to the household's circumstances.

2. In all instances, the service response must address one of the following two goals:

    - The household is diverted from homelessness by retaining or securing available, safe housing, whether temporary or permanent.

- The immediate food and shelter needs of homeless households are met through placement in an appropriate emergency shelter or motel.

3. A basic needs assessment must also be provided to all households, as required, with particular attention to Temporary Assistance, Food Stamps, Medicaid, HEAP, Social Security Administration and Veterans Administration benefits. For homeless families and individuals where such is not feasible, the Provider will obtain the client's consent and share the assessment with the emergency shelter providers.

4. Homelessness Prevention During Non-Business Hours

Interventions during non-business hours intended to prevent homelessness and avoid the need for emergency shelter placement will include but not be limited to the following.

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary or permanent housing.

- Verifying the status of tenancy in instances where a household reports a threat of eviction, to determine whether the housing unit remains currently available.

- Homelessness prevention advice, including emergency and short-term interventions intended to stabilize a household's immediate housing circumstances sufficiently to divert the need for emergency shelter placement. Homelessness prevention services provided must not duplicate, but rather expand upon, other homelessness prevention services available within Albany County.

- For instances of threatened eviction or utility shut-off, directly communicating pertinent information of the households circumstances with the Department on the next business day.

- Directly providing short-term advocacy and service linkage support to assist in stabilizing the household's immediate housing circumstances. To the fullest extent possible, the Provider will link households diverted from entering emergency shelter with services and resources available in the community to assist them in retaining or securing safe, stable permanent housing.

- For households with access to permanent housing in another county, state or country, assisting with making arrangements for their return to that location, including but not limited to verifying the availability of the housing, coordinating with the Department of Social Services for payment of travel costs, assisting with and verifying travel arrangements.

- Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage with resources, supports and benefits that will allow for their continued stay, in lieu of shelter placement, until alternate permanent housing can be secured.

5. Emergency Shelter Placement

Interventions targeting the needs of homeless individuals and families will include but not be limited to the following:

- Rapid screening and assessment to determine any special needs that would impact decisions regarding the most appropriate setting for the provision of emergency housing based on direction from Department of Social Services - Homeless Emergency Services Team during normal business hours.

- Daily census reports from all shelter and motels before 9AM and at 4PM for after hours.

- Determination of the most appropriate shelter option available to the family or individual under the direction of the Departments -Homeless Emergency Services Team.

- Consents are obtained from the homeless individual or family to allow for referral to an appropriate facility and to share with the facility.

- Initiation of a referral to the selected facility to verify bed availability and the facility's ability to admit the referred individual.

- Same day placement is expected for all homeless individuals and families, in an emergency shelter or motel that has confirmed its availability and willingness to accept the referral.

  While an inability to secure an appropriate emergency housing placement for a homeless individual or family should occur only rarely, in all such instances the Provider will notify the Department contact person(s) as soon as possible. The Provider will make all reasonable efforts to ensure that the health and safety of the individual or family members are not endangered as a result.

- Arrangements for transportation to the emergency shelter site per direction from the - Homeless Emergency Services Team as necessary.

F. Albany County Department of Social Services Responsibilities

1. Albany County Department of Social Services will work in cooperation with the Provider in developing an effective system to respond to homeless/housing emergencies.

2. Albany County Department of Social Services will maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for the purposes of providing emergency housing to homeless persons. The Provider will report all issues or concerns encountered, related to a specific facility or site, to the Department.

3. Albany County Department of Social Services will be solely responsible for reimbursement of providers of emergency housing. This will not preclude the Provider from obtaining funds through other sources that can be utilized to meet various needs of homeless persons, such as transportation and personal care items. However, this will not be a requirement under the terms of this Agreement.

4. The Department will make available to the Provider such technical and program information, regulations and other administrative directives as may be issued by New York State from time to time and are relevant to the provision of services under this Agreement.

G. Program Outcomes and Performance Measures

1. The Provider will be responsible for implementation of a program that targets the achievement of the following performance measures and outcomes.

   - Homeless and at-risk individuals and families will be screened for program eligibility during non-business referrals only.

   - Households determined eligible will have their immediate housing-related needs assessed and an emergency services plan developed during non-business referrals only.

   - Households determined to have access to adequate housing, whether temporary or permanent, will avoid homelessness and emergency shelter placement through retention of their housing during non-business referrals only.

   - Households determined to be eligible and are in immediate need of emergency housing will receive same-day placement in an emergency shelter, motel or other appropriate program.

   - Homeless and at-risk families with minor children will be assisted to remain together and to work towards achieving family stability.

2. The Provider will be required to maintain a system for tracking and reporting specified performance measures and outcomes, on both a case-specific and an aggregate basis as determined by ADSS.

3. The Provide will provide data and narrative reporting in the format determined by ACDSS.

4. The provider will be required to maintain, at a minimum, at least quarterly meetings with ACDSS to review contract performance.

5. While payment under this Agreement will not be performance-based, the Provider's success in achieving the above outcomes and performance measures will be a factor reviewed and considered in approving annual renewals of the contract.

H. Operating Policies and Procedures

1. The Provider will continue to utilize formal, written procedures, guidelines and forms for staff use in administering, managing and delivering services under this Agreement, except where provided a format change mandated for use by the Department. Such procedures, guidelines and forms will be distributed to all program staff, as appropriate, and updated in a timely manner to reflect changes in program requirements as they may occur over the course of the contract.

2. Changes to procedures, guidelines and forms will be provided to the Department, and subject to the Department's review and approval prior to their implementation.

3. The manual must include policies and protocols related to the following, as well as such additions as may be required by the Department from time to time.
   - Privacy and Confidentiality
   - Maintenance of Case Records and Electronic Information Systems
   - Screening and Assessment
   - TANF Services 200% of Poverty Level Certification
   - Homelessness Prevention/Emergency Shelter Diversion (after hours)
   - Emergency Housing (i.e. emergency shelters, motels/hotels) Referrals
   - Identifying and Responding to Consumers' Special Needs
   - Referral of Domestic Violence Victims
   - Referral of Homeless/Runaway Youth
   - Accommodating Homeless Individuals with Disabilities
   - Accommodating Homeless Disabled Persons With Service Animals
   - Accommodating Homeless Persons Residing in Non-Urban Areas
   - Accommodating Homeless Persons with Mental Health or Substance Abuse Issues

4. The Department reserves the right, at its sole discretion, to require additions and/or changes to the Provider's policies and procedures under this Agreement, as determined necessary for the effective delivery of services, including but not limited to those necessary to ensure compliance with applicable statutory and regulatory directives.

I. Staff Training

1. The Provider will provide regular, ongoing training to its staff to ensure that they have the appropriate knowledge and skills necessary to implement services under this Agreement.

2. The Provider will cooperate with the Department in ensuring staff participation in training opportunities that may be specifically provided or arranged for by the Department.

J. Communication and Coordination

1. The Provider will directly participate in such planning and community coordination activities as the Department may determine necessary to represent the needs and issues encountered by the target population in accessing shelter and services. At minimum, the Provider will maintain representation on the following bodies, at a staff level appropriate to the nature of the discussions.

   - Department of Social Services Emergency Shelter Providers Meetings

2. The Provider will participate in monthly planning and contract monitoring meetings with Department representatives.

K. Homeless Management Information System (HMIS)

1. The Provider will be required to use the HMIS (Homeless Management Information System), as adopted by the Albany County Coalition on the Homeless member agencies, in compliance with HUD Continuum of Care requirements, to record all homeless intakes that occur under this Agreement.
2. The HMIS-AWARDS system is coordinated through CARES, Inc. Albany County

Department of Social Services has licenses through CARES, Inc. for use in implementation of services under this Agreement. The Department of Social Services will grant a license to the Provider to enter information into HMIS so we can monitor and coordinate service provision under this Agreement.

3. The Provider will be required to maintain trained staff to utilize the HMIS system to record all intakes for homeless housing services provided under this Agreement.

4. The Department will be responsible for entering all intakes/referrals and discharges into HMIS for Motel placements that occur during business hours and those received during non-business hours.

5. In addition to the case information entered in the HMIS system, the Provider is required to maintain individual case records, as detailed in section M below.

L. Confidentiality

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

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

2. HIPAA-compliant consent forms must be obtained from individuals and families seeking services, to allow for information to be obtained from and released to referring entities, providers of shelter and services to which referrals are being made, and other providers with key involvements.

M. Record-Keeping and Reporting

1. The Provider must maintain complete records of all program activities, as necessary to document service provision, expenditures and compliance with program-specific rules, regulations and other requirements of this Agreement, as well as to provide the basis for reporting to the Department.

2. The Provider will be required to maintain a single case record on each individual and family provided services under this Agreement, and will at minimum include the following.
   - Screening and Assessment Forms
   - Consumer Consents for Release of Information
   - Case-Specific Correspondence
   - Certifications of Eligibility for 200% TANF Services
   - Case Notes

3. All contacts between a consumer and program staff will be documented in the case notes section of the case record.

4. All case record documentation must be maintained as current.

5. The Provider will be required to obtain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Providers will be required to maintain all original certifications on-site and to submit copies to the Department for review.

6. The Provider will provide reports to the Department on a monthly basis, containing such information and in such format as may be required by the Department. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports. In addition, the Successful Proposer will be required to report monthly data regarding homeless youth to the Albany County Department for Children, Youth and Families, in a format to be determined. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.

7. The Provider will allow authorized Federal, New York State and Albany County representatives to have full access and use of all data collected pertaining to the delivery of services under this Agreement.

N. Monitoring and Recognition:

1. All program facilities of the Provider are to be open to authorized Federal, New York State and Albany County personnel for the purposes of observation and monitoring of program operations. Any written report issued as the result of such inspections will be maintained at the Department's offices, with a copy provided to the Provider.

2. All financial, program and other related records will be made available to Federal, State and/or County personnel conducting monitoring visits to program offices, upon request.

3. The Provider will advise the Department of all press inquiries received and will confer with the Department related to their response, prior to issuing any public statements.

O. Quality Assurance – The Provider will develop and implement a program of quality assurance that includes but is not limited to the following.

1. A routine plan for supervision and evaluation of program staff, service delivery and program outcomes.

2. A system for receipt and response to complaints received from eligible individuals, their representatives, or an involved emergency shelter, hotel/motels, or other human services provider.

3. Each year, as a component of the annual work plan, the Provider will provide the Department with a report of those quality assurance activities implemented during the prior year and any related data, learnings and outcomes.

EXHIBIT 2

PAYMENT PROVISIONS

I. Payment Provisions

The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred according to the following:

1. The Provider shall submit claims for expenses actually incurred on a monthly basis, in accordance with the line-item budget attached to Exhibit 2, using the appropriate County claim form.

2. In the instance that funds, for which the Provider has applied, in support of the CY 2011 Homeless/Housing Emergency Services Program, are not awarded, either in whole or in part, the Department will reimburse the non-administrative, program costs reflected for these sources on the attached line-item budget. This provision will apply only to funding sought from United Way of Northeastern New York, City of Albany Community Development Agency, New York State Office of Temporary and Disability Assistance and the Albany County Youth Bureau, and will be contingent upon the provider's submittal of documentation from the funding source, showing the amount of funding actually awarded or the denial of funding. In no event will Department reimbursement to the Provider during the contract period exceed the total specified in ARTICLE X, FEES.

3. The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

4. Funds provided under this contract cannot be used for the purposes of providing direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, transportation, child care, or general incidental expenses.

III. Cost Allocation

1. Program costs will be allocated between two distinct funding streams, based upon household eligibility. A total of **$80,000** in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty. A total of **$54,955** in Safety Net Administration funds will be allocated for service provision to single individuals and families who do not meet the criteria for TANF eligibility.

2. Payment will be issued upon receipt of monthly claims submitted by the Provider to the Department and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures, consistent with the contractual program budget, and with supporting information necessary to determine the amounts to be allocated to the TANF and Safety Net portions of the contract. Claims are to be submitted by the 13th of the month following the month of service.

BUDGET

Personnel	Annual Salary	FTE	Funding Request (Program Costs less In-Kind/Other Funding)
Executive Director	$94,631	0.05	$4,732
Deputy Director/Emergency Services Supervisor	$67,200	0.15	$10,080
Asst. Director Homeless Services/Emergency Services Manager	$50,000	0.87	$43,500
Emergency Services On-Call Specialists/ Per Diem Workers	$47,264	1.00	$47,264
Total Personnel	$259,096	2.07	$105,576
Fringe Benefits - 18%			
Executive Director	$17,034	0.05	$852
Deputy Director/ Emergency Services Supervisor	$12,096	0.15	$1,814
Asst. Director Homeless Services/ Emergency Services Manager	$9,000	0.87	$7,830
Emergency Services On-Call Specialists/Per Diem Workers	$8,508	1.00	$8,508
Total Fringe Benefits	$46,637	2.07	$19,004
Administrative Overhead of Total Funding Request (limited to 15%)			
Director of Finance	$86,100	0.11	$9,471
Fringe Benefits - 18% - (DOF Only) $1705 minus in kind of $800	$15,498		$905
Total Administrative	$143,598	0.26	$10,376
Total Costs		**2.33**	**$134,955**

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 Homeless and Travelers Aid Society.
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 October 1, 2021 – September 30, 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): 08/18/2021

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	CONTACT NAME: Danielle Poulton Reeder	
Marshall & Sterling Upstate, Inc. 125 High Rock Ave., Suite 206 Saratoga Springs NY 12866	PHONE (A/C, No, Ext): (518) 587-1342	FAX (A/C, No): (518) 587-1348
	E-MAIL ADDRESS: dpoultonreeder@marshallsterling.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Homeless & Travelers Aid Society of the Capital District Inc. 138 Central Ave Albany NY 12206	INSURER A: Great American Assurance Co.	26344
	INSURER B: Great American Insurance Company	16691
	INSURER C: Great American Alliance Ins Co	26832
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2172604990 **REVISION NUMBER:**

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAC3475103 01	07/19/2021	07/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CAP 3475104 01	07/19/2021	07/19/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured/Uninsured	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB 3475105 01	07/19/2021	07/19/2022	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			PAC3475103 01	07/19/2021	07/19/2022	Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Albany, Department of Social Services is an additional insured if required by written contract, per endorsement number CG8995 04/15 (attached).

CERTIFICATE HOLDER

County of Albany Department of Social Services
162 Washington Avenue
Albany NY 12206

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

Kenneth W Grey

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NYSIF
New York State Insurance Fund

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 141482188
MARSHALL & STERLING UPSTATE
PO BOX 931
125 HIGH ROCK AVE #206
SARATOGA SPRINGS NY 12866

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
HOMELESS & TRAVELERS AID SOCIETY OF THE CAPITAL DISTRICT INC 138 CENTRAL AVE ALBANY NY 12206	COUNTY OF ALBANY DEPARTMETN OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY NY 12210

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
A1215 370-6	778399	09/11/2021 TO 09/11/2022	8/18/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1215 370-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

Yes
No

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 973452664

U-26.3