



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
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MICHELE G. MCCLAVE  
COMMISSIONER

ERIN M. STACHEWICZ  
EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

May 8, 2024

Hon. Joanne Cunningham, Chairwoman  
Albany County Legislature  
112 State St., Room 710  
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of Social Services respectfully requests legislative approval for the following:

The Albany County Departments of Social Services and Mental Health request permission to enter into a Memorandum of Understanding (MOU) to work in partnership to support Adult Protective Services (hereinafter referred to as "APS") clientele who are also engaged and being served by the Albany County Mental Health Assertive Community Treatment Team (hereinafter referred to as "ACT"). The purpose of the MOU is to support mutual clients in maintaining a safe and sanitary living space while preventing housing disruptions such as shelter/housing evictions, building code shut downs and environmental challenges that often lead to homelessness.

Albany County Department of Social Services is in receipt of ARPA Federal funding through the NYS OCFSS to enhance and improve Adult Protective Services provided by state and local governments in response to the COVID-19 pandemic. Albany County Department of Social Services received \$272,000 of which up to \$50,000.00 will be designated for environmental cleaning, aka "Enhanced Cleaning Services" to support an enhanced cleaning services pilot program for individuals jointly served by the APS and the ACT teams. Funds under this pilot project must be expended no later than September 30, 2024. Additional information is available in the proposed MOU which is attached to this request.

Sincerely,

Michele G. McClave  
Commissioner

cc: Dennis Feeny, Majority Leader  
Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel

## REQUEST FOR LEGISLATIVE ACTION

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### Description (e.g., Contract Authorization for Information Services):

..title

Contract Authorization for Social Services (MOU with DMH)

..body

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Date: 4/2/24  
Submitted By: Joseph J DeAngelis  
Department: Social Services  
Title: Contract Administrator  
Phone: 518-447-7583  
Department Rep.  
Attending Meeting: Michele G. McClave

### Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed)

[Click or tap here to enter text.](#)

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## CONCERNING BUDGET AMENDMENTS

### Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: [Click or tap here to enter text.](#)  
Source of Funds: [Click or tap here to enter text.](#)  
Title Change: [Click or tap here to enter text.](#)

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**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline 6/15/2020

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed)

Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):

Albany County Dept. of Mental Health  
175 Green St., Albany, NY

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Click or tap here to enter text.

Scope of Services:

Click or tap here to enter text.

Bond Res. No.:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

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**CONCERNING ALL REQUESTS**

Mandated Program/Service:

Yes  No

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes  No

Anticipated in Current Budget:

Yes  No

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding – (Percentages)

Federal: .  
State: .  
County: .  
Local: .

Term

Term: (Start and end date) 2/15/24-9/15/24  
Length of Contract: 8 months

Impact on Pending Litigation Yes  No   
If yes, explain: [Click or tap here to enter text.]

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

The Albany County Departments of Social Services and Mental Health request permission to enter into a Memorandum of Understanding (MOU) to work in partnership to support Adult Protective Services (hereinafter referred to as “APS”) clientele who are also engaged and being served by Albany County Mental Health Assertive Community Treatment Team (hereinafter referred to as “ACT”). The purpose of the MOU is to support mutual clients in maintaining a safe and sanitary living space while preventing housing disruptions such as shelter/housing evictions, building code shut downs and environmental challenges that often lead to homelessness.

Albany County Department of Social Services is in receipt of ARPA Federal funding through the NYS OCFS to enhance and improve Adult Protective Services provided by state and local governments in response to the COVID-19 pandemic. Albany County Department of Social Services received \$272,000 of which up to \$50,000.00 will be designated for environmental cleaning, aka “Enhanced Cleaning Services” to support an enhanced cleaning services pilot program for individuals jointly served by the APS and the ACT teams. Funds under this pilot project must be expended no later than September 30, 2024. Additional information is available in the proposed MOU which is attached to this request.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH  
FOR A SPECIALIZED CLEANING PILOT PROGRAM**

**PURSUANT TO RESOLUTION NO. XXXX, ADOPTED XXXXXXXXs**

This is an Agreement by and between the Albany County Department of Social Services (hereinafter referred to as the “Department of Social Services”) with offices located at 162 Washington Avenue, Albany, New York 12210, and the Albany County Department of Mental Health (hereinafter referred to as the “Department of Mental Health”) with offices located at 175 Green Street, Albany, New York 12202.

**WITNESSETH:**

**WHEREAS**, the Albany County Departments of Social Services and Mental Health are working in partnership to pilot an enhanced house cleaning services to shared consumers specifically, participants of Adult Protective Services and Assertive Community Treatment Team.

**WHEREAS**, the Albany County Departments of Social Services and Mental Health are working in partnership to support Adult Protective Services (hereinafter referred to as “APS”) clientele and whom are also engaged and being served by Albany Count Mental Health Crisis Team (hereinafter referred to as “ACT”) individuals in maintaining a safe and sanitary living space while preventing housing disruptions; shelter/housing evictions, building code shut downs and environmental challenges that often lead to homelessness; and;

**WHEREAS**, Albany County Department of Social Services is in receipt of ARPA Federal funding enhance and improve Adult Protective Services provided by state and local governments in response to the COVID-19 pandemic. Albany County Department of Social Services received \$272,000 of which up to \$50,000.00 will be designated for environmental cleaning, aka “Enhanced Cleaning Services” utilized to support an enhanced cleaning services pilot program for individuals jointly served by the APS and the ACT teams. Funds under this pilot project must be expended no later than September 30, 2024.

**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, 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 of the State of New York; and

**WHEREAS**, Albany County Department of Mental Health has the capacity and expertise to assist the Department of Social Services in case managing shared clientele so they move towards self-support and care pursuant to Mental Health Law of the State of New York; and

**NOW, THEREFORE**, the parties, recognizing their mutual interest in serving individuals demonstrating the need for enhanced cleaning services in order to retain stable housing, do enter

into this Agreement governing the cooperative relationship and defining their respective roles and responsibilities.

## **ARTICLE I. SCOPE OF SERVICES FOR ENHANCED CLEANING SERVICES PILOT PROGRAM**

The Scope of Services to be performed with regard to the Enhanced Cleaning services pilot program is set forth in Exhibit 1 of this Agreement attached hereto and made a part hereof.

The respective roles and responsibilities of the Departments of Social Services and Mental Health, related to implementation of an enhanced cleaning services pilot are as follows:

### **I. Department of Social Services – Adult Protective Services Responsibilities**

- APS will work with the ACT team to identify individuals on joint caseload who are at risk of a housing disruption due to cleanliness of their living space;
- If upon direct observation and assessment it is determined that the environment poses a risk to the client remaining in the home safely, staff will follow the steps outlined in the program guidelines (type of cleaning needed, frequency, etc.);
- There is a \$5,000.00 limit per client;
- Provide administrative and supervisory oversight of the Department's staff for the implementation of this specialized project;
- Collaborate with the Department of Mental Health to evaluate and modify procedures as appropriate to improve the outcomes and success Enhanced Cleaning Program.
- DSS will manage the budget for this pilot project;
- DSS will issue payment to identified cleaning agency;
- Hold regular meetings with the Department of Mental Health to review and evaluate the services provided under this Agreement.
- Assist the Department of Mental Health in evaluating and monitoring the implementation of the services provided by this Agreement.

### **II. Department of Mental Health – Assertive Community Treatment Responsibilities**

- ACT will identify individuals on caseload who are working with APS and are at risk of a housing disruption due to the cleanliness of their living environment. Individuals with greatest need will take priority.
- ACT will work with the APS team to identify individuals on joint caseload who are at risk of a housing disruption due to cleanliness of their living space;
- ACT will ensure that there is a solid after care plan for client.
- Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the Enhanced Cleaning Program.
- Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.

- Assist the Department of Social Services in evaluating and monitoring the implementation of the services provided by this Agreement

## **ARTICLE II. GENERAL PROVISIONS**

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

Both parties shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

Each party will be fully responsible for the provision of all equipment and services for their respective staff, necessary to the performance of the requirements of this Agreement.

## **ARTICLE III. CONFIDENTIALITY**

As part of this Agreement, the parties agree to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Memorandum of Understanding and shall maintain the confidentiality of all such information in conformity with the provisions of all applicable State and Federal laws and regulations. Further, to the extent it may be applicable, the Department of Mental Health agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

## **ARTICLE IV. INFORMATION ACCESS**

As part of this Agreement, each party agrees to provide authorized County, 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 parties agree 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 County, State, and/or Federal personnel during such period.

As part of this Agreement, all technical or other data relative to the work pertaining to this Agreement in the possession of either party shall be made available to the other party to this Agreement without expense to the other party. All client records and other forms, reports, statistics and materials shall be retained by and at the respective Departments.

## **ARTICLE V. COOPERATION**

The parties agree to work cooperatively in order that work may proceed expeditiously and economically, and to resolve any specific issues or difficulties that may arise in the course of implementation of this program.

## **ARTICLE VI. GRIEVANCES AND FAIR HEARINGS**

The Department of Social Services 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.

As part of this Agreement, the Department of Mental Health, upon the request of the Department of Social Services, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

#### **ARTICLE VIII. NON-APPROPRIATIONS**

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Department of Social Services for payment. The Department of Social Services will immediately notify the Department of Mental Health 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 Department of Social Services of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### **ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS**

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

#### **ARTICLE X. GOVERNING LAWS**

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

#### **ARTICLE XI. TERM AND TERMINATION OF AGREEMENT**

The term of this Agreement shall commence on February 15, 2024 and will continue in effect through September 15, 2024, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by ninety (90) days written notice of such termination.



**IN WITNESS WHEREOF**, the parties have hereunto signed this Memorandum of Understanding on the date and year appearing opposite their respective signatures.

**County of Albany**

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel P. McCoy  
Albany County Executive  
or  
Michael P. McLaughlin  
Deputy County Executive

**Albany County Department of Social Services**

Date: \_\_\_\_\_

\_\_\_\_\_  
Michele G. McClave, Commissioner

**Albany County Department of Mental Health**

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen J. Giordano, Director

## **EXHIBIT 1 SPECIALIZED CLEANING SERVICES**

Albany County Department of Social Services is in receipt of ARPA Federal funding enhance and improve Adult Protective Services provided by state and local governments in response to the COVID-19 pandemic. Albany County Department of Social Services received \$272,000 of which up to \$50,000.00 will be designated for environmental cleaning, aka “Enhanced Cleaning Services” utilized to support an enhanced cleaning services pilot program for individuals jointly served by the APS and the ACT teams. Funds under this pilot project must be expended no later than September 30, 2024.

### **ELIGIBILITY**

To be eligible for the program a person must:

- Have an open Adult Protective case including being Adult ASAP.net active (assessment or open on-going)
- Be able to be maintained safely in the community once the environmental issues have been addressed
- Exhaust all other funding options; i.e. personal resources, Veterans Services, Senior Services, etc.)
- Willing to accept cleaning services

### **PROCEDURE**

- A. If upon direct observation and assessment the Act Team and APS Caseworker determine that the environment poses a risk to the client remaining in the home safely, the ACT staff and APS caseworker will:
  - Engage with client and initiate a joint assessment of environment situation with the client.
  - Document the conditions of the home in progress notes;
  - Take photographs of the environment with the county phone or county camera for documentation purposes, with consent of the client;
  - Discuss the concerns with the client; and
  - Assess the client’s willingness to accept assistance.
  
- B. The ACT staff and APS Caseworker together with the client will review the client’s liquid resources to determine if the client is capable of paying for the cleaning service.
  - If the client has the funds, but unwilling to pay for the service due to extenuating circumstances, a consult with the Social Services Case Supervisor B/Assistant Director/Director should occur to further review.
  - To help stabilize client/retain housing, even if there are resources, look at potential to reduce client cost share.
  - If the client does not have the resources necessary to address the environmental issues, the worker will document the client’s liquid resources in the progress notes.
  
- C. The APS Caseworker will meet with their supervisor and provide a detailed summary of the client’s needs, resources, and the benefits associated with providing the service; a progress note by the Unit Supervisor will be entered summarizing the conference.

- D. If the Case Supervisor B/Assistant Director and Director of APS agree with the plan to provide cleaning services to the client, a meeting will be held with ACT Team to discuss next steps;
- E. All Enhanced Cleaning Program progress notes summarizing the discussions and approvals shall be entered into ASAP by the APS Caseworker and if necessary by Supervisor/Assistant Director/Director.
- F. Upon approval, the ACT Team and APS Caseworker will meet with the client to complete and sign the Enhanced Cleaning Program Approval form, which will be submitted to the Social Services Case Supervisor B/Assistant Director/Director for approval.
- G. Upon receipt of necessary approvals, the ACT Team and APS Caseworker will assist the client in obtaining three written estimates for the work required including liability insurance, worker's comp insurance, business license, and a permit to work in the client's municipality. The estimates should be uniform in scope.
- H. The Caseworker will compile the Enhanced Cleaning Program Bids with their recommendation for a vendor and attach the three written estimates for the work including liability insurance, worker's comp insurance, business license, and a permit to work in the client's municipality to their supervisor for review who will then submit to the Social Services Assistant Director/Director for final approval.
- I. Once the work has been approved and a vendor selected, the paperwork will be forwarded to the assigned Caseworker who will verify whether the vendor chosen is an established vendor for the county.
- If established vendor, the Caseworker will send out confirmation to the Cleaning Provider that we have accepted their bid and they are the chosen vendor.
  - If the vendor is not an established vendor, the Caseworker will follow the existing procedure that Accounting has in place regarding vendor establishment and once established, mail the W-9 and any other documentation required for the vendor to become an established vendor for payment purposes.
- J. The ACT Team staff/APS Caseworker will:
- Notify the client which vendor is approved to complete the work;
  - Contact the vendor advising them to mail the original invoice broken down by labor and materials to the caseworker's attention;
  - Advise both the client and the vendor to contact the Caseworker once the work has been completed so a final inspection can be completed by the ACT staff and APS Caseworker.
  - Complete a final inspection with the client and take photos for inclusion in the case record.
  - When the work is satisfactory, the client and the APS Caseworker will submit the vendor invoice (and whatever other documents Accounting requires) to supervision for authorization of payment; and the Caseworker will document the activity into ASAP.
  - After the cleaning, the mental health case manager will ensure there is solid after care plan for client.

#### K. Types of Cleaning Services provided

- Clean bathroom
- Clean toilet
- Clean shower
- Clean hallway
- Clean kitchen counter and cabinets
- Clean sink
- Clean stove
- Clean microwave
- Clean refrigerator
- Clean walls
- Clean ceilings
- Clean door handles
- Vacuum
- Sweep floors
- Mop floors
- Disposed of trash
- Clean / remove urine and feces from all areas of the residence
- Other significant hoarding/decluttering clean out

#### L. Frequency of Services Provided

- One time
- Weekly
- Bi-Weekly
- Monthly
- As Needed

#### M. Pilot Project Evaluation

Both Albany County Mental Health and Albany County DSS agree to review the outcomes of this special project to determine whether any ongoing funding sources can be secured to further stabilize and maintain this shared population safely in the community.

## 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 Albany County Department of Mental Health.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or Albany County Department of Social Services.
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**

- 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.
- 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).
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 January 1, 2023 – December 31, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to

ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### **G. EFFECT OF TERMINATION**

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

#### **H. MISCELLANEOUS**

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