

**COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT
BETWEEN**

THE COUNTY OF ALBANY

AND

THE ALTAMONT PROGRAM, INC

PURSUANT TO RESOLUTION NO. 282, ADOPTED 9/14/2020

This is an Agreement made by and between the County of Albany, a municipal corporation (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), with principal offices located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc., a corporation authorized to do business in the State of New York, located at 428 Duane Avenue, Schenectady, New York 12304 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County has heretofore requested proposals for the provision of comprehensive employment services for the Department, said request for proposals having been denominated RFP# 2017-094 and which is incorporated by reference into this Agreement and made a part hereof; and

WHEREAS, the Provider has heretofore submitted a proposal for services that will provide the necessary tools and resources to facilitate clients' readiness for, and access to, employment which will lead to self-sufficiency. The Provider will engage clients in appropriate programs that lead to employment and financial independence including and verifying engagement activities. These programs and engagement activities will include: orientation to employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in accordance with regulations, to recipients of Temporary Assistance, through a connection with our community.

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

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

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

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

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

ARTICLE II. GENERAL PROVISIONS

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

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

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

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. FAIR HEARINGS

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

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

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

ARTICLE VII. RELATIONSHIP

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. ACCOUNTING RECORDS AND AUDITS

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

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

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

ARTICLE X. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a quarterly basis for benchmarks achieved in accordance with the rates and maximums specified in the performance-based budget section of Exhibit 1, attached hereto and made a part hereof, but not to exceed a total amount of **FIVE HUNDRED TWENTY NINE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$529,700.00)**.

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

ARTICLE XI. NON-APPROPRIATIONS

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

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

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

ARTICLE XIV. ASSIGNMENTS

The Provider agrees to be bound by the provisions of Sections 103-a and 103-b of the General Municipal Law of the State of New York,

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

ARTICLE XV. CONFLICT OF INTEREST

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIV. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 2021. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXV. INTERPRETATION

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

ARTICLE XXVI. IRANIAN ENERGY SECTOR DIVESTMENT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXIX. MODIFICATION

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

ARTICLE XXX. INVALID PROVISIONS

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

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

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

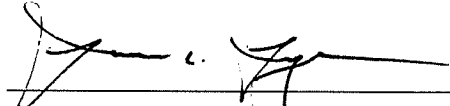
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

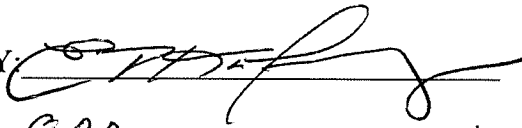
ALBANY COUNTY

DATE: 10/21/2020

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

ALTAMONT PROGRAM, INC

DATE: 9/28/2020

BY: 
CEO
The Altamont Program, Inc.

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

On the ____ day of _____, 20__, 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 21st day of October, 2020 before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF New York)
COUNTY OF Albany) SS.:

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

On the 28th day of September, 2020 before me, the undersigned, personally appeared Earle P. Kelsey personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ERICA L. KELSEY
Notary Public, State of New York
No. 01KE6123696
Qualified in Albany County
Commission Expires March 14, 2021

Erica L. Kelsey
NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

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

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 9/28/2020

By: [Signature]
Signature

Chief Operating Officer
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).

The Altamont Program, Inc.
Organization

[Signature]
Authorized Signature

COO
Title

9/28/20
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.

THE ALLIANCE PROGRAM
Organization

[Signature]
Authorized Signature

COO
Title

9/28/20
Date

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

EXHIBIT 1

TANF/Safety Net Employment Services Contract

Contract Period: 1/1/21 – 12/31/21

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding: \$529,700.00

The Altamont Program is the single source provider of Employment Services for Albany County Department of Social Services (ACDSS). Altamont Program's employment services will be based out of The Schuyler Inn shelter allowing them to better assist families on Temporary Assistance (TA) by providing direct access to their program.

As a single source provider the Altamont Program will provide an efficient and effective transition to employment and self-sufficiency through a "campus" type model. Gaining employment has been shown to directly impact an individual's ability to obtain housing and vice versa having secure stable housing directly impacts the ability to maintain employment. Stable housing and employment are crucial for individuals to obtain self-sufficiency. The Altamont Program housing case management team will support and encourage employment as a way to obtain stable housing.

The Altamont Program will support and encourage employment through the following activities and services:

Orientation Plan/Approach (within 1 week of referral):

In addition to covering all the employment program requirements, the Altamont Program will focus on the benefits of employment and how this is a direct correlation to self-sufficiency. The Altamont Program will use a proven Intake Orientation model, which focuses on the importance of establishing a simulated work environment thus setting the foundation for preparedness for the workforce.

All clients will participate in a group Orientation conducted by the Altamont Program Senior Case Manager. This Orientation will consist of an introduction to the Altamont Program and the sequence of activities the client can expect as they are guided through the process of growth towards employment and self-sufficiency. In addition, the clients are introduced to the major welfare to work provisions of PRWORA that includes critical issues such as time limitations and compliance with work requirements that are mandatory. Orientation also includes the following information:

- How each client can most effectively benefit from the Altamont Program on their path to self-sufficiency;

- Rights and responsibilities of clients including, but not limited to the client's responsibility to cooperate in establishing paternity and enforcing child support obligation;
- Supportive services available through ACDSS and the obligations of the district to provide them;
- The assistance available upon request to help clients assigned to work activities obtain child care services;
- Education, employment and training opportunities available, including those that are at no cost to the client and the client's responsibilities associated with the repayment of student financial aid;
- Work activities available to each client;
- Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
- Information regarding the development of a self-sufficiency plan; the IEP.

Assessment/Pre-employment/Job-Readiness Plan/Approach:

The Altamont Program assessment process will occur on day one which will begin the road to employment and self-sufficiency. The assessment will address work histories, work skills, mobility, communication, motivation, short and long-term goals, hygiene and other activities of daily living that relate directly to work and the individuals ability to function effectively in a work environment. The intake assessment is the foundation for the development of an Individualized Employment Plan (IEP). Throughout the life of the TA case all IEP's and modifications will be developed in partnership with Altamont Program staff and the client and will be signed and dated by both parties. The IEP will include 4 components; goals, action steps, agreements, information/referral. The Altamont Program case managers will conduct a re-assessment meeting approximately 2 weeks after the initial assessment to further develop the IEP and assess progress to date and compliance thus far. During the re-assessment, the client's circumstances, strengths, limitations; disabilities as well identify needs to be met and services to be provided will be re-evaluated and additional services or issues that may prevent a client from succeeding will be identified so a plan towards self-sufficiency can be developed. Understanding that the IEP is a working document, the frequency of follow up assessment will be determined through routine monitoring by the Altamont Program case management team and will be based on the activities to which the client is assigned or the challenges the client may be facing. The IEP will be updated and modified as needed. Altamont Program's model of coach and counsel sessions will provide the support necessary to assist the client in staying on track with their goals.

For those clients who are referred to the Altamont Program and who are already engaged with another community agency at time of referral, the Altamont Program will review and take into consideration any case management, planning, IEP development and scheduling that may already be in place with the existing provider. The Altamont Program will work with the client to make any modifications to the IEP that will assist in moving towards self-sufficiency

Career Adult Life Skills (CALS) classes. The Altamont Program will offer Career Adult Life Skills classes to assist in addressing some of the barrier's that clients may face in securing employment. These classes provide an excellent opportunity for networking among the client's, opens conversations about barriers to employment and fosters activities such as mock interviewing. Altamont Program has found that by offering this class first thing in the day it not only provides a positive start and support - but propels client's motivation towards their day.

Sample CALS Topics include:

- Why Should I Change My Life?
- Perception Verses Reality
- Empowerment and Motivation
- Workplace Conflict
- Resume Preparation
- Dress and Attendance
- Mock Interviewing
- Child Care Back-Up Plans and Their Importance
- What an Employer is Looking for in a Good Employee
- Criminal History
- Workplace Drug Testing
- How to Address Gaps in Employment
- Soft Skills Training
- Financial Literacy

Individual case conferences will be scheduled as needed to discuss the particular needs of a client who may be struggling or requiring additional linkages throughout the Capital District.

Referral to Other Programs/Services Plan/Approach

The Altamont Program Community Service Case Navigator is an integral part of the team and is a direct resource for the case managers and clients providing education and linkages to community resources. Networking under this service model will increase communication amongst service providers and enable the client to focus on their success in a more coordinated effort.

The Altamont Program Community Service Navigator is responsible for the identification and connection of the clients to services and education opportunities available within the Capital District. Additionally, the Altamont Program Community Service Navigator will identify programs and services that may be available through other State and Federal funds

to augment programs and services provided by this contract. Referrals to community partnerships and resources will be made based on the individual's needs and obstacles to employment.

The Altamont Program Community Service Navigator will develop and expand upon the Altamont Program's resources and partnership pool within the community. The Altamont Program Community Service Navigator will establish a provider meeting facilitating an environment where Capital District providers, including Albany County Department of Social Services, can come together on a routine basis to share information and gain knowledge on services available in the Capital District. The Schuyler Inn is an excellent venue for these community meetings offering adequate meeting space and convenient parking. These meetings will provide an excellent opportunity for all service providers to understand what resources are available in the community, what might be lacking, and how best to address those concerns that may prevent clients from achieving self-sufficiency.

The Altamont Program will also work with this provider group to develop a comprehensive service provider manual identifying what is available in the community.

Job Search (6 weeks)

The Altamont Program will ensure that clients are conducting job search activities. Job search activities include linkage to the One Stop Employment Center, NYSDOL Job Bank/Development and registration in the Job Zone which is required of all job ready clients. Clients are required to conduct a minimum of 15 verified job contacts each week in an active effort to secure employment. All job search documentation will be reviewed by the client's case manager. Any Altamont Program center based job search activities implemented will be closely supervised.

Due to the changing workforce it has become increasingly apparent for the need for basic computer skills for efficient job searching and to navigate the on-line application process which is becoming the more expected process of employment application. The Altamont Program will provide a computer lab which will accommodate resume development, on line job searching and skills teaching which will improve a client's ability to directly apply for jobs on line in a more efficient manner.

Work Experience/Community Service (3-6 months)

For those clients who are unable to secure unsubsidized employment following supervised job search for at least six weeks the Altamont program, as a not-for-profit agency has the ability to provide work experience in areas of clerical, food service, hospitality, janitorial and maintenance. The Altamont Program will provide individuals with job experience in real-world employment settings as a transition step to permanent employment. The work experience through the Altamont Program provides clients with the opportunity to learn and practice both soft skills such as coming to work on time, following directions, interpersonal relationships, problem solving and job related skills. Clients also have the opportunity to learn and practice job skills in an environment in which they can make mistakes without losing their jobs. Furthermore, it encourages confidence, improves self-esteem, builds on their resume and increases their reference base. This work experience approach also provides Altamont Program staff an opportunity to observe clients in a real-world setting and identify issues that can interfere

with employment success. All placements and participation hours will be determined on mandatory requirements.

In addition to this work experience opportunity, The Altamont Program Community Service Navigator will also develop new work experience and employment partners with public/non-profit agencies. The Altamont Program will work closely with these public/non-profit agencies/providers to best assist the client in their success.

Education and Training Services

The Altamont Program must obtain prior approval from Albany County Department of Social Services for all educational and training services.

The Altamont Program has a long standing relationship with the Capital Region BOCES, and will have High School Equivalency (HSE) classes brought on-site at the Schuyler Inn. These classes allow a student to register, enroll, complete the Test of Adult Basic Education (TABE) and attend classes up to 6 hours per week by a BOCES certified teacher. Attendance reports will be provided following each class. Progress and testing results as administered by BOCES per their schedule are provided to Altamont Program's employment staff. Families who begin at the Schuyler Inn will have the ability to continue attending classes either on site or at another BOCES location following their transition to permanent housing.

Altamont Program will provide short-term training in the fields of Janitorial and Culinary. These trainings are supported by the following NYS Department of Labor Occupational Job Codes as "very favorable" for employment opportunities, Food Service/35-0000, Janitor/37-2011, and General Maintenance/49-9071.

These programs include the following training topics:

- Maintenance/Janitorial:
 - Cleaning Chemical Overview
 - Floor and Floor Care Equipment
 - Restroom Care and Sanitization
 - Carpet and Upholstery Care
 - Up to 40 hours of Practicum Experience
 - Separate Blood Borne Pathogen certification is also completed
- Food Service:
 - Food Service terms and definitions
 - Sanitation and Food Safety
 - Weights Measurements and Knife Skills
 - Demonstrations and Hands On Experience

- Up to 40 hours of Practicum Experience
- Separate Serve Safe certification is also completed

Clients will receive certificates of completion for the job training program they have successfully participated in.

Depending upon budgetary constraints, the Altamont Program will consider reintroducing short-term training in General Office Skills and Housekeeping as these are also listed as "very favorable" for employment opportunities according to the NYS Department of Labor.

Job Placement

The Altamont Program case managers will work individually with a client to provide encouragement and motivation to empower client he/she to achieve his/her own success. The Altamont Program will also have a Retention Specialist available to build relationships with employers to not only increase job retention but to develop additional job opportunities within the employers businesses.

Retention Services

The Altamont Program will provide up to 2 Retention Specialists to support and encourage client retention efforts including the provision of retention services for 6 months post Temporary Assistance closing due to income.

The Altamont Program Retention Specialist will meet with each client early to establish a relationship which not only extends to the IEP and employment but will also be the client's point of contact for issues or concerns that may affect his/her ability to maintain employment or gain re-employment if needed. The Altamont Program Retention Specialist will also reevaluate whether skills enhancement and/or job search activities should be required of clients.

Client engagement with the Retention Specialist is voluntary for those whose TA case has closed due to income. The Altamont Program will offer the flexible hours and ability to meet someone at their job site or at a mutually agreed upon community location, including evening and/or weekend hours, in order to try and engage clients in services and contacts. The Retention Specialist will be expected to work with the client to assist he/she in reaching their long term goals including; skills upgrades and income enhancement for opportunities for better employment.

The Altamont Program Retention Specialist will work closely with the Altamont Program Community Services Case Manager on services the client may need post-employment or at DSS case closing. The Altamont Program Retention Specialist will

also work closely with employers identifying areas of success, skills upgrades or where business growth is needed. The information compiled from the employers should be used to further enhance the Altamont Program Career Adult Life Skills (CALS) classes and community partnerships.

Case Management Plan/Approach

Clients who are primarily engaged with the Altamont Program, will be monitored on a daily basis for progress and attendance and IEP's will be adjusted as needed. For clients engaged with other providers within the Capital District, the Altamont Program case managers will have regular contact with providers to monitor client's progress and attendance. The Altamont Program case managers will conduct on-site visits to develop relationships, problem solve when needed and/or address crisis intervention needs. The Altamont Program, as lead agency, will be proactive in ensuring all clients are moving forward with their IEP.

Monitoring and Reporting

The Altamont Program will regularly monitor all clients, regardless of whether they are engaged with the Altamont Program or with other Capital District providers. Resistant behaviors of clients will be monitored through the Altamont Program's coach and counseling sessions. These sessions may include other providers working with the client who may be struggling in their ability to follow through on the agreed upon IEP. If necessary, the team will determine whether modifications should be made to the IEP.

The Altamont Program will make every attempt to reintegrate a non-compliant individual into program immediately. If unable to reintegrate an individual, all no show and non-compliance notification will be provided to the ACDSS Employment Unit Contract Manager within 48 hours.

The Altamont Program will establish a computerized database to document, track and report all employment related activities for all clients. In addition to this data base, information will be retained on paper in case files for clients. The Altamont Program agrees to have the reporting database approved by ACDSS so that all reports requested by ACDSS can be produced and in the format desired,

The Altamont Program agrees to electronically submit daily attendance reports along with weekly evaluations of the client's progress to the ACDSS Employment Unit Contract Manager. All attendance and/or data from the various agencies that clients are involved with will be compiled into a single document to be provided to ACDSS, The Altamont Program will record all information on a DSS approved time sheet form and provide all information timely to the ACDSS Employment Unit Contract Manager. These reports will be entered into the Welfare to Work Caseload Management System (WTWCMS) so participation rates can be generated.

In order to measure success and monitor job placement and retention, the Altamont Program will analyze the data collected on clients, especially following program completion and will discuss with ACDSS any modifications to program efforts to better assist clients in achieving self-sufficiency.

EXHIBIT 2
Payment Schedule

ALTAMONT PROGRAM, INC. TOTAL CONTRACT - \$529,700

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding Available: \$529,700.00

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

\$129,925 per quarter will be paid to the provider, Altamont Program, for a maximum of four (4) quarters, not to exceed the maximum funding amount for the contract period of \$529,700, for an acceptable level of compliance for all quarterly standard performance levels as specified in this Exhibit. A quarterly review will be conducted by the Albany County Department of Social Services Employment Unit, after the end of each applicable quarter, to determine if Altamont Program has reached an acceptable level of compliance for the quarter.

It is the expectation that Altamont Program will engage all clients in countable employment activities on their path towards economic self-sufficiency. No client can be claimed in multiple quarterly standard performance levels in any given quarter.

Payment will be made upon approval by designated ACDSS staff for the number of achieved standard performance levels, as defined in this Exhibit. If ACDSS determines that the provider has not met the acceptable quarterly standard performance level for a particular activity during a quarter, the applicable percentage set forth herein for that quarterly standard performance level will be withheld and the amount paid to Altamont Program for the quarter will be reduced accordingly. ACDSS may completely waive the reduction for a particular unmet quarterly standard performance level based upon a written request submitted by Altamont Program demonstrating that such a failure was due to extraordinary or unforeseen circumstances. ACDSS shall notify Altamont Program in writing of the Agency's approval of any such request, or shall notify the disapproval of any such waiver and delineate the reasons for such disapproval.

Performance Standards

Quarterly Standard Performance Level 1 – Engagement in high school or equivalent, or basic and remedial education consistent with employment goals contained in an Individual Employment Plan (IEP).

Ten (10) clients shall be engaged in high school education or education designed to prepare the client for high school equivalency certificate, including alternative high school and High School Equivalency (HSE) courses. Each client must be concurrently engaged in a countable core activity as outlined in Exhibit 3 for a minimum of 20 hours weekly to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in high school or equivalent, or basic and remedial education for a minimum of 5

consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 1 – ***Ten (10) clients*** are engaged in high school or equivalent, or basic and remedial education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 2 – *Engagement in vocational education consistent with employment goals contained in an IEP*

Five (5) clients shall be engaged in organized educational programs offering a sequence of courses that are directly related to the preparation of individuals for employment in current or emerging occupations that require training of up to four years of post-secondary education or the part-time equivalent. All actual hours are fully countable but only for 12 months lifetime. Participation beyond this limit must be in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 5 adults in vocational education for a minimum of 5 consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 when applicable. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 2 – ***Five (5) clients*** are engaged in vocational education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 3 – *Engagement in work experience consistent with employment goals contained in an IEP.*

Clients who have been unsuccessful in securing full-time employment after having completed a supervised six week job search will benefit from opportunities to acquire and enhance marketable employment skills. ***Ten (10) clients*** shall be engaged in a work activity in which they perform unpaid work in the public or not-for-profit sector to improve employability of the client, including unpaid internships. The monthly work experience hours will be determined on a case by case basis by the Employment Unit. Work experience hours will be balanced by and in concurrence with a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in work experience for a minimum of 5 consecutive weeks in the quarter. Altamont Program will follow each individual through their engagement with the work experience goal to ensure attendance and progress in concurrence with a balance of a countable core activity as

outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 3 – ***Ten (10) clients*** are engaged in work experience consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 4 – *Job placement in unsubsidized employment (employment does not have to result in TA closing) consistent with employment goals contained in an IEP.*

Employment is the primary path to self-sufficiency with clients. Facilitating clients from Temporary Assistance to the work force and, therefore to self-supporting lifestyles is a progression for each individual. ***Five (5) clients*** shall be engaged in full-time employment (30 or more) hours per week with a focus on a career or employment ladder.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and facilitate 5 adults in full-time employment (30 or more hours per week) with a focus on a career or employment ladder for a minimum of 5 consecutive weeks in the quarter. A career or employment ladder must be substantiated by the employer. Altamont Program will follow each individual through their engagement with the employment goal to ensure attendance and capability. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 4 – ***Five (5) clients*** are in engaged in job placement in unsubsidized employment consistent with employment goals contained in an IEP is not met, 2.5 % of the quarterly contract amount will be withheld.

Post TA Closing Incentive: \$10,000

Altamont Program will secure job and wage information each month for each client with a TA case closing for 120 continuous days due to earned income. Upon submission and verification of this secure job and wage information, ACDSS will provide Altamont Program with a flat \$200.

EXHIBIT 3

POLICY AND PROCEDURE

- 1) Provider will engage all clients in countable employment activities on their path towards economic self-sufficiency.
- 2) Provider will provide countable pre-employment services and activities leading to full time employment (unsubsidized and/or subsidized public or private employment) for up to 40 hours per week.

Core Activities up to 40 hours per week

- Work experience
 - Job readiness/ job skills training
 - Supervised job search (combination of directed and self-directed)
- 3) Provider will make every effort to place clients into an equivalent of full time employment.
 - 4) Provider shall develop, maintain and monitor work experience sites where clients who are in need of work experience and/or who do not find paid employment are placed.
 - 4) Provider will provide the Employment Unit with preferred dates and times for intake appointments.
 - 5) The Employment Unit will provide the Provider referral letters with the name, time and date of the intake appointment for each individual requiring employment related services.
 - 6) Each individual's enrollment status or failure to attend shall be reported by the Provider within two business days of the intake date to the appropriate Employment Unit contact via the CMS Referral feedback form.
 - 7) Provider will maintain a computerized data base to track participation in all employment related activities. In addition to this data base, a written case file containing comprehensive information for each client will be retained.
 - 8) Provider will provide ACDSS with any requested reporting will be provided as requested by ACDSS.
 - 9) Provider is responsible to submit monthly attendance records for each client documenting the appropriate daily activity including, but not limited to absences and/or as may be required due to changes in the client's status. Each time sheet must be signed and dated by the client and the Provider.

- 10) Signed and dated monthly attendance records must be submitted to the Employment Unit Contract Manager by the close of business on the 6th day of the succeeding month (when the 6th falls on a weekend, the close of business is set as the last work day prior to the 6th) and/or as may be required due to changes in the client's status.
- 11) ACDSS will provide training on the WTW/CMS system to the Provider so Provider has the ability, if requested by ACDSS, to enter countable hours into the WTW/CMS system prior to the 6th day of the month following the month countable hours were performed.
- 12) For billing purposes, Provider will submit all billing documents electronically to the Employment Unit Contract Manager no later than the 15th of the month following the billing quarter. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.
- 13) If completion of the billing documents occurs on or after the 25th of the month following the billing quarter, an extension may be granted at the discretion of the Employment Unit Contract Manager. All requests for extension must be submitted in writing to the Employment Unit Contract Manager prior to the end of the billing cycle in which the completion of the billing documents occurs.
- 14) Provider agrees to provide employment related services to each client for the entire year of the contract.
- 15) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer programming during the contract year.
- 16) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager.
- 17) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.
- 18) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

Information by the Business Associate which is in violation of the requirements of the Agreement.

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

C. PERMITTED USES AND DISCLOSURE

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

management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, 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, 2021 through December 31, 2021. 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.



ALTAPRO-01

MMELLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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 Commercial Coverage, Inc. PO Box 5060 Saratoga Springs, NY 12866	CONTACT NAME: Monica Mello	
	PHONE (A/C, No, Ext): (518) 602-2024	FAX (A/C, No): (518) 602-0236
	E-MAIL ADDRESS: mmello@commercialcoverage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Co	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Altamont Program Inc
428 Duane Ave
Schenectady, NY 12304

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2134891	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2134891	5/17/2020	5/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB722939	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			PHPK2134891	5/17/2020	5/17/2021	BLKT BPP 1,735,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Albany County Department of Social Services is added as additional insured if required by written contract per endorsement PI-GLD-HS NY.

CERTIFICATE HOLDER

CANCELLATION

Albany County Department of Social Services
Vocational Services
162 Washington Ave 3rd Floor
Albany, NY 12210

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



New York State Insurance Fund

1 WATERVLIT AVENUE ALBANY, NEW YORK 12206-1649

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141708881
COMMERCIAL COVERAGE INC
PO BOX 5060
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER THE ALTAMONT PROGRAM INC 428 DUANE AVE SCHENECTADY NY 123042627		CERTIFICATE HOLDER ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	
POLICY NUMBER A1400 994-8	CERTIFICATE NUMBER 256536	POLICY PERIOD 10/25/2019 TO 10/25/2020	DATE 6/1/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1400 994-8, 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](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.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 113434534