The Learning Web uses HOME funds it receives from the IURA to assist low-to-moderate-income (LMI) youth households in accessing affordable rental housing, with Tenant-Based Rental Assistance (TBRA), towards security deposits, rent, and utilities for up to 18 months, while each youth works toward achieving independence and the ability to be self-supporting by the end of that period. The terms of this rental assistance are documented in a written agreement between The Learning Web and each person enrolled in the Housing Scholarship Program (HSP). The Learning Web historically assisted the youth it provides supportive services to by serving as the lessee on its leases with landlords, with the youth signing a separate sub-lease. To be reimbursed by the IURA for its rental assistance payments on behalf of the youth (and comply with HUD’s TBRA regulations at 24 CFR § 92.209 and IURA TBRA Policies & Procedures), The Learning Web needs to demonstrate in writing that each Tenant’s lease has been formally assigned to the Tenant.

CERTIFICATION

The undersigned duly attest that The Learning Web is hereby assigning the lease with the Landlord specified above to the Tenant. (The complete lease/lease extension and addendum are attached.)

<table>
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<tr>
<th>Tenant Name (TYPE/PRINT):</th>
<th>Signature:</th>
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<th>Landlord Name (TYPE/PRINT):</th>
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<tr>
<th>Learning Web Executive Director:</th>
<th>Signature:</th>
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<tbody>
<tr>
<td>Olan Mack</td>
<td></td>
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</tbody>
</table>
OLAN E. MACK
2846 E. GENESEE STREET · SYRACUSE, NEW YORK 13224
315.396.3222(C) - Omack2846@gmail.com (E)

SUMMARY
Executive with over 25 years’ management experience. Builder of agency, partner and community coalitions to collectively address community needs. Versatile, transparent, effective leader dedicated to helping communities, families and individuals improve their circumstances through education, support, and advocacy, while maintaining consummate agency stewardship.

SKILLS
Agency Management * Program Development * Advocacy * Grant Writing * Funder Relations * Community Relations * Vision * Communication * Entrepreneurial Insight * Change Management * Fiscal Astuteness * Collaboration * Strategic Planning * Staff Development

EXPERIENCE
CHAPEL HOUSE
Executive Director 2019 - Present
Responsible for the overall daily, fiscal, and strategic operation of the leading homeless services provider in Cayuga County, services include operation of the only 2 homeless shelters within the county, as well as all homeless related case management services. Permanent supportive housing, and advocacy services, are additional provided services.
- Increased organizational structure, accountability and efficiency, through design / implementation and consistent adherence to standards, policies and procedures.
- Substantially increased operational footprint through increases in; County funding, program staffing, and persons served by programs all by over 100%.
- Facilitated a team tasked with the strategic development of a plan to fund / build a homeless shelter complex incorporating, a shelter, supportive housing and space for associated service providers.
- Improved communications, and transparency with collaborators, community, donors, and funders.
- Oversaw consolidation of multiple federal (HUD) grants into one funding and reporting grant.

SENeca COUNTY HOUSE OF Concern
Executive Director 2016 - 2019
Responsible for the overall daily, fiscal, strategic operation and growth of the largest food insecurity centered agency in Seneca County, including its retail operations (Thrift Store).
- Increased revenue generated by, funding streams, private donors, and grants by 30%.
- Nurtured private donor relations which resulted in 70% increased giving.
- Lead in the development of multi-agency partnership and resource sharing relationship with smaller food insecurity agencies within the county.
- Within initial 15 months, authored, orchestrated and managed agency reorganization which realized agency efficiencies and savings of 30% agency wide.
- Secured private funding for agency wide upgrade of technology including computers, peripherals, and phones system.
GREATER SYRACUSE WORKS
President 2014 –2015, Vice President (2013)
Responsible for the adherence to policy and oversight of operations for a coalition-based workforce related agency serving the Greater Syracuse, NY region. Consisting of a diverse group of agencies helping address workforce related needs within the community including, employment, parenting, job readiness, case management and legal assistance among others.
- Facilitated the coordination of services across agencies, including consolidated reporting of services.
- Maintained collaborative relationships with agencies, fostering growth of the coalition.
- Lead agency in collaborative team of agencies which secured $5 million in federal DOL funding.
- Lead agency on various workforce related community advocacy issues including community benefits agreements, educational / job training funding and Death of the Box.

WESTCOTT COMMUNITY CENTER
Executive Director 2012 - 2014
Responsible for the overall daily, fiscal, and strategic operation of a multi-generational, arts and human services community center. Community Center provided community space, youth / senior programming, art gallery, school based youth services, legal services, case management services, and a community computer lab among others.
- Increased municipal and major funder revenue by over 25%.
- Created “Friends of…” private donors group resulting 30% increase in donor giving.
- Secured new funding / funding sources to fund outdoor nature, computer coding, and gardening youth programming.
- Expanded funder (municipality) support to 60% of programing, up from 20% of programming.

SOUTHSIDE COMMUNITY CENTER
Executive Director 2005 - 2012
Responsible for the overall daily, fiscal, and strategic operation of a historic community center. Community Center provided community space, youth programming, music studio, gymnasium, food pantry, pet clinic, licensed after school youth services, senior shopping and a community computer lab among others.
- Undertook the challenge of and succeeded at reestablishing / improving / and growing a severely damaged relationship with major funders (United Way / Municipality).
- Recaptured and grew funding that was lost because of an inability to perform and report.
- Lead in house team of Board and community members which secured New York State funding for creation and maintenance of new innovative Music Studio.
- Nurtured private donor relations resulting in increased giving, creation of a youth feeding program, new agency technology and the purchase of a new transportation van with logo / graphics.

OFFENDER AID AND RESTORATION
Executive Director 1999 - 2005
Responsible for the overall operation of a human services agency providing services to a population involved in the criminal justice system and their families.
- Mended and maintained crucial agency relations with Law Enforcement Community which allowed agency to increase services and access to essential client base.
- Created reporting mechanism to report outcomes which lead to increased funding.

Education
COLUMBIA COLLEGE 1998 - 2000
Business Administration
SYRACUSE UNIVERSITY 1985 - 1987
Political Science
MICHELLE GARRITY NOLAN
301 Linn Street Ithaca, NY 14850 607.279.1633 mnolan421@gmail.com

Educational leader distinguished for facilitating mission-driven school reform. Creates and maintains alliances with area administrators, social service departments, community groups and families to build a coalition of support for students. Builds and retains high performance teams by hiring, developing and motivating skilled professionals.

**Areas of Excellence**

- Alternative Education
- Special Education
- Restorative Discipline
- Mission Development
- Instructional Coaching
- Teacher Evaluation
- Family Involvement
- Mentoring
- Communication
- Advisory Programs
- Community Partnerships

**Professional Experience**

**Tompkins-Seneca-Tioga BOCES (2016-2022)**

**Principal, Regional Alternative School/Regional Summer School/Summer Academy**

Highly effective instructional leader. Mission-driven programming. Staff hiring, evaluation and coaching. Discipline focused on restorative practices and alternatives to suspension. Frequent communication with families, component districts and community agencies. Initiated 1:1 Chromebook program. Curriculum leader including initiation of innovative courses and additional credit-bearing opportunities. Mentor to new administrators/interns. Campus wide initiatives including teacher mentoring/on boarding, professional learning, recruitment and creation of Building Leadership Team. Focus on campus and student safety. Regents administration. Staff and student handbooks edited to reflect school mission. Fiscal management. Member of ASCD, SAANYS and NASSP

**Tompkins-Seneca-Tioga BOCES (2007-2016)**

**Special Education Teacher, Regional Alternative School**

Highly effective consultant teacher to middle, high, and TASC (GED) students. Consultant teacher and co-teaching services to students with learning and/or emotional disabilities in all academic areas. Collaborated with component school districts to design/implement IEPs, 504s, BIPs and Transition Plans. Provided program modifications and test accommodations. Frequent communication with families, CSE Chairpersons and community agencies. New teacher mentor. Created/supported initiatives including Community Read, Professional Development Plan and Literacy Leaders. Member of Teachers’ Association Executive Committee

**Lead Teacher, Extended Day Program, Enfield Elementary School**
Developed/led program that included direct instruction and enrichment activities for 45 elementary students receiving AIS or special education services. Supervised instructional and support staff. Fiscal management.


**Supervisor of Student Teachers (Ithaca, Trumansburg and Newfield School Districts)**
Supported student teachers during semester-long placements. Evaluated student progress related to NYS standards. Organized and presented professional seminars. Worked cooperatively with colleagues.

**Milpitas Unified School District, Milpitas, CA (1993-1996)**

**Special Education Teacher, Calaveras Hills High School**
Teacher/advisor to students identified as “at-risk”. Initiated/implemented team teaching model. Consultant teacher and co-teaching services to students with learning disabilities in all academic areas.
Designed/implemented IEPs. Collaborated with CA Department of Rehabilitation. Developed School-to Work program. Co-created award-winning mentoring program for at-risk youth

**Lehigh University, Bethlehem, PA (1991-1993)**

**Special Education Teacher, Centennial School**
Supported students with severe emotional disabilities in both full and half-day 8:1:1 self contained classrooms. Incorporated intensive behavior management system into daily instructional practice. New teacher mentor

**Baltimore County Schools, Baltimore, MD (1989-1990)**

**Special Education Teacher, Kenwood High School**
Teacher/advisor to students with learning or emotional disabilities in all academic areas. Freshman class advisor

**Education**

SUNY Cortland, Cortland, NY
Certificate of Advanced Study, School District and School Building Leadership
Summa cum laude

Lehigh University, Bethlehem, PA
Master of Education, Special Education
Cum laude

Bloomsburg University, Bloomsburg, PA
Bachelor of Science, Special Education
Certifications

School District Leader, Professional  
New York State, September 2013

School Building Leader, Professional  
New York State, April 2020

Special Education Teacher (PK-12), Permanent  
New York State, 1998
Anthony Paolangeli
ADDRESS: 73 Lewis Street, Dryden NY
EMAIL: APAOLANGELI1187@GMAIL.COM
PHONE: (607) 592 - 4213

EDUCATION:
Ithaca High School, Ithaca NY
Graduated: June 2005

Tompkins Cortland Community College
Computer Information Systems
Graduated: May 2018

WORK EXPERIENCE:

Casemanager
The Learning Web
- Conduct Intake to assess participant needs and goals and establish level of vulnerability to homelessness.
- Assist participants in identifying and assessing immediate and long term needs, including safety, well-being, and self-sufficiency.
- Advocate on participant's behalf with other service providers, landlords, the legal system, and employers.
- Assist participants in entering a TLP apartment, orienting and supporting them to set up a safe, healthy home.
- Ensure that all agency, Federal grantor, and NY State mandates, policies & procedures are followed throughout the course of work.
- Maintain required documentation on both the program and all participants.
- Place and monitor participants in workplace apprenticeships, based upon the participant's interests and skills. Recruit, screen, and support volunteer mentors.

Tenant Relations Assistant
October 2018 - Present
Ithaca Housing Authority
- Establish and maintain files for approximately 300 families, provide information regarding program purposes, eligibility, housing and other related matters that pertain to subsidized housing programs. Prepare, type letters and keep abreast on all changing laws, regulations and policies to perform related duties.
- Accept, record, code, review and verify applications for tenancy under subsidized housing programs sponsored by HUD.
- Gather information relating to eligibility determination by interview, telephone and related contacts; review applications against eligibility criteria for respective housing programs; recommends approval or disapproval of applicants and recommends amounts of housing assistance for eligible applicants and current tenants.
- Re-certify current tenants for continued eligibility for subsidized private housing, based on income, credit and related financial criteria.

Program Assistant
February 2017 – October 2018
Tompkins Learning Partners:
- Create and manage database for federal and state funding.
- Provided organizational statistics for annual reports.
- Managed Assists database.
- Updated and maintained Tompkins Learning Partners Website.
- Assist Program coordinators with student related inquires.
- Administered best plus test for students enrolled in English as a second language program.
- Provided administrative and clerical support (mailing, scanning, faxing, copying, filing).
Database Manager  
October 2013 – December 2016

Catholic Charities Immigrant Services:
  ● Create and manage database files for federal grants
  ● Managed and maintained over 300 confidential files reviewed quarterly by federal auditor
  ● Instructed courses in computer literacy for immigrants at TST BOCES ESL School
  ● Assisted non-native speakers in seeking housing, employment and Social Services School
  ● Provided Computer technical support for TST BOCES students and staff members

Technology Support  
September 2011 – October 2013

Ithaca Spinal Wellness Center:
  ● Install new software, troubleshooting, virus removal, general technology support

Program Coordinator for Athletes First  
September 2010 - June 2013

Greater Ithaca Activities Center
  ● Tutored high school student athletes
  ● Acted as a liaison between students and their teachers working together to improve their grades and understanding of course material
  ● Prepared spreadsheets using excel to keep track of student grades and created reports to share with teachers and parents
  ● Assisted multiple at-risk students with the goal of continuing to maintain academic eligibility and graduate from high school with their classmates
  ● Budgeted for materials necessary for the program

Recreation Assistant:  
September 2006 - September 2010

Greater Ithaca Activities Center
  ● Supervised and instructed children between the ages of 5 through 18
  ● Organized recreational activities for educational purposes
  ● Assisted with homework and tutoring of students
  ● Planned and coordinated all activities following budget guidelines for the year

Head Counselor  
Summers of June 2006 - June 2013

Greater Ithaca Activities Center
  ● Supervised and instructed children between the ages of 5 through 18
  ● Planned, coordinated and facilitated daily activities for summer camp groups
  ● Organized all recreational activities for the summer following budget guidelines

Survey Research Institute Assistant:  
May 2005 - September 2006

Cornell University
  ● Performed telephone surveys to obtain data for multiple research studies

SKILLS:
MS Office, MS Word, MS Access, MS Excel, PowerPoint, Outlook, Photoshop, HTML.
Excellent planning and organizational skills
Excellent communication and interpersonal skills
Hard working and motivated
PROFESSIONAL SUMMARY

Candidate with an M.S. in Conflict Analysis and Resolution seeking a position with a goal-orientated and impact-driven organization. 2+ years experience in academic, government, and education roles. Strong written and verbal communication skills; working knowledge of word processing, spreadsheet, presentation software; broad reading background; aptitude for working with computers and related equipment.

EMPLOYMENT HISTORY

CTE VISTA, Americorps. Washington, District of Columbia
Aug. 2021 – Present

To support the Career and Technical Education department create and coordinate a robust work-based-learning and college readiness calendar of activities for SY 2021-22 and to support the expansion of CTE Programming.

- Track and monitor WBL student participation, and conduct data analysis to determine trends, as well as identify lessons learned and areas needing improvement.
- Conduct outreach and build relationships/partnerships with the hotel industry and other worksites to be considered for student internship placement.
- Participate in CTE staff strategic planning meetings to support the growth and development of student retention efforts.

Intern, U.S. Department of State. Washington, District of Columbia
Jan. 2020 – Mar. 2020

Completed a 3-month unpaid internship at the U.S. State Department’s Bureau of Human Rights, Democracy and Labor.

- Administratively supported U.S. Foreign and Civil Service Officers in policy meetings by representing the team, taking notes, and producing post-meeting write-ups.
- Adapted and excelled in a fast paced office environment handling multiple tasks with strict deadlines.
- Conducted, produced, and completed an LGBTI policy research and analysis for the marginalized population team. Duties included monitoring government cables, social media, and international news outlets, contacting U.S. embassy personnel, and coordinating the exchange of sensitive information.

Research Assistant, University of California San Diego. San Diego, CA
Sep. 2017 – May. 2019
Contributed to the design and publication of an academic literature review on policing exposures and HIV/drug-related risk behaviors among people who inject drugs.

- Performed online database research from a variety of academic journals using specific research techniques.
- Interpreted complex thematic information and determined its applicability to the project’s goals.
- Communicated findings during project meetings explaining decisions made in a concise and clear manner.

EDUCATION

George Mason University, Arlington, VA
Master of Science, Conflict Analysis and Resolution, Apr. 2021

University of California San Diego, San Diego, CA
Bachelor of Arts, Political Science/International Relations, Mar. 2018

SKILLS

International Travel
Attention to Details
Building Trustworthy Stakeholder Relationships
Microsoft Office
Database Research
Well Organized
Self-Starter
Interpersonal Communication
Writing
Administrative Support
# The Learning Web, Inc. 2023 Board of Directors & Senior Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>Kristine M. DeLuca</td>
<td>President</td>
<td><a href="mailto:kd15@cornell.edu">kd15@cornell.edu</a></td>
</tr>
<tr>
<td>Adam Hughes</td>
<td>Vice President</td>
<td><a href="mailto:adamthughes1@gmail.com">adamthughes1@gmail.com</a></td>
</tr>
<tr>
<td>Viki McDonald</td>
<td>Secretary</td>
<td><a href="mailto:viki@mcgrawhouse.org">viki@mcgrawhouse.org</a></td>
</tr>
<tr>
<td>Tammy Dean</td>
<td>Treasurer</td>
<td><a href="mailto:tdean@tompkinsfinancial.com">tdean@tompkinsfinancial.com</a></td>
</tr>
<tr>
<td>Jon Hilton</td>
<td>Director</td>
<td><a href="mailto:hiltronex@aol.com">hiltronex@aol.com</a></td>
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<tr>
<td>Ana Riley</td>
<td>Director</td>
<td><a href="mailto:alc.riley@gmail.com">alc.riley@gmail.com</a></td>
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<tr>
<td>Jorge Cuevas</td>
<td>Director</td>
<td><a href="mailto:jorge@fliconline.org">jorge@fliconline.org</a></td>
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<tr>
<td>Gary Bercow</td>
<td>Director</td>
<td><a href="mailto:garybercow@gmail.com">garybercow@gmail.com</a></td>
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<tr>
<td>Kimberly Pugliese</td>
<td>Director</td>
<td><a href="mailto:kimberlyp@aboutchallenge.org">kimberlyp@aboutchallenge.org</a></td>
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## SENIOR STAFF

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<th>Name</th>
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<tbody>
<tr>
<td>Olan Mack</td>
<td>Executive Director</td>
<td><a href="mailto:olan@learning-web.org">olan@learning-web.org</a></td>
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</table>
January 27, 2023

Ithaca Urban Renewal Agency
108 East Green Street
Ithaca, NY 14850

To Whom It May Concern:

I am writing in support of the Housing Scholarship Program IURA Housing Project grant submitted by The Learning Web. The Learning Web’s Youth Outreach Program is a very critical part of the county’s network of services to homeless youth and young adults. It is the only local program able to provide long-term intensive case management to this vulnerable population. The Learning Web’s Youth Outreach Program has established a strong record, spanning almost 30 years of successfully assisting youth in building the skillsets necessary to live a healthy and self-sufficient life.

As the Director of Tompkins County Youth Services Department, I have been impressed with both their ability to work with our local unattended youth population, and their collaborations with other local youth services agencies. The Tompkins County Youth Services Department funds a continuum of services to work with the youngest you who may be considering running away but have not yet done so, to those older youth who have been on the street. The Learning Web, one of our funded agencies, provides an excellent model of how to work with street youth in a manner which not only empowers the youth to set goals but then support them in the journey of achieving them. Additionally, their community collaborations with places like St. John’s Community Shelter, the only provider of emergency shelter for youth 16 and older, helps to fill a critical local gap in youth services. They also work closely with the Child Development Council’s Teen Pregnancy/Parenting program assisting a sub-group of the local homeless youth population that are raising families. These are only a few examples of the various collaborations that allow for mutual referrals, case management meetings, and direct work with youth and staff from other programs, giving a strong backbone to the critical work that is needed to end youth homelessness in our county.

Finally, one of the most unique and important community collaborations is the local administration of the Independent Living Program Survey, where for almost three decades, a research team consisting of Learning Web youth participants, Web staff, County Youth Services, and Cornell University researchers have collected data from youth with lived experience that informs the spectrum of services supported by Tompkins County. As the youth involved in the Housing Scholarship program survey their peers, we are continually being told is that the most critical resource a homeless youth needs, to actually improve their lives, is safe and stable housing. This grant opportunity provides support for the only transitional housing option for youth in Tompkins County. We know that by participating in the program, youth master the skills necessary to become financially self-sufficient members of the community and to maintain stable
housing. Thank you for your time and I would ask that you please give the Learning Web’s application your highest consideration.

Sincerely,

Kate Shanks-Booth
Director of Youth Services
Tompkins County
CONTRACT # LEARNING WEB 2023

AGREEMENT

AGREEMENT, made as of the 1st day of January 2023, by and between the COUNTY OF TOMPKINS, a municipal corporation of the State of New York, with offices at 125 E. Court Street, Ithaca, New York, hereinafter referred to as the “County”, and LEARNING WEB located at 515 W. Seneca St., Ithaca, New York, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the parties hereto wish to enter into an agreement for the provision of youth services,

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. The term of this agreement shall be from January 1, 2023 through December 31, 2023.

2. The CONTRACTOR shall provide all reasonable and necessary supervision, direction, and record-keeping and bookkeeping services to comply with the fiscal and program reporting requirements of the County and the New York State Office of Children and Family Services.

3. The CONTRACTOR shall operate the program(s) as described in the approved application(s) on file at the County Youth Services Department by rigidly adhering to the program’s narrative and budget consistent with implementation of the purposes and objectives of such program.

4. The County Youth Services Department will act in an advisory relationship to the CONTRACTOR regarding contracted program(s).

5. The CONTRACTOR shall permit the County Youth Services Department to conduct thorough reviews and evaluations of any and all activities to be funded under this agreement and shall provide the County Youth Services Department with any information and records requested for the purpose of program review or evaluation; provided, however, that any such release of information will not infringe upon the confidentiality of the participants or staff.

6. Programs supported with funds from the NYS Office of Children and Family Services may not charge participants fees for service.

7. Programs supported with funds from NYS Office of Children and Family Services agree to comply with the OCFS conflict of interest policy by assuring that no current officers, directors, or incorporators of the CONTRACTOR shall be hired or retained by the CONTRACTOR to fill any staff position or perform any service required under the Agreement, and that parents, spouses, siblings, and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the County.

8. Office of Children and Family Services funding for the County and the CONTRACTOR after January 1, 2023 is contingent upon appropriation of such funds to the Office of Children and Family Services by the New York State Legislature. The funding is further contingent on authorization by Tompkins County for
operation of programs designed to prevent juvenile delinquency and promote youth development. If such funds are not appropriated by New York State or authorized by Tompkins County, the County may, on written notice, eliminate or reduce the amount payable to the CONTRACTOR.

9. TO PARTICIPATE IN NYS OFFICE OF CHILDREN AND FAMILY SERVICES’S YOUTH DEVELOPMENT PROGRAM FUNDS,

A. The CONTRACTOR shall operate the YOUTH EXPLORATION PROGRAM (YEP) as described in the approved application on file at the County Youth Services Department.

B. The CONTRACTOR must submit an updated and current 2023 program budget to the T.C. Youth Services Dept. no later than March 15, 2023. Failure to do so will result in payments being withheld until a budget is received.

C. The County shall reimburse the CONTRACTOR for one hundred percent (100%) of properly documented, allowable expenditures submitted in an amount not to exceed $25,395.

D. The CONTRACTOR shall provide the non-County share of the local match from sources allowable under the NYS Office of Children and Family Services Rules and Regulations.

10. TO PARTICIPATE IN NYS OFFICE OF CHILDREN AND FAMILY SERVICES’S RUNAWAY AND HOMELESS YOUTH SERVICES PROGRAM,

A. The CONTRACTOR shall operate the YOUTH OUTREACH PROGRAM as described in the approved application on file at the County Youth Services Department and in accordance with the Runaway and Homeless Youth regulations.

B. The CONTRACTOR must submit an updated and current 2023 program budget to the T.C. Youth Services Dept. no later than March 15, 2023. Failure to do so will result in payments being withheld until a budget is received.

C. The County shall reimburse the CONTRACTOR for sixty percent (60%) of properly documented, allowable expenditures submitted in an amount not to exceed $19,985.

D. The CONTRACTOR shall provide the non-County share of the local match from sources allowable under the NYS Office of Children and Family Services Rules and Regulations.

11. TO PARTICIPATE IN TOMPKINS COUNTY YOUTH SERVICES PROGRAM,

A. The CONTRACTOR shall operate the YOUTH EXPLORATION PROGRAM (YEP) as described in the approved application on file at the County Youth Services Department.

B. The CONTRACTOR must submit an updated and current 2023 program budget to the T.C. Youth Services Dept. no later than March 15, 2023. Failure to do so will result in payments being withheld until a budget is received.

C. The County shall reimburse the CONTRACTOR for fifty percent (50%) of properly documented, allowable expenditures submitted in an amount not to exceed $67,063.
D. The CONTRACTOR shall not request more than half (50%) of the total allocation stated above by the end of June 2023. CONTRACTOR cannot submit requests for payment of more than $33,531.50 before 6/30/23.

E. The CONTRACTOR shall provide the local share from funds other than Office of Children and Family Services state aid.

A1. The CONTRACTOR shall operate the YOUTH OUTREACH PROGRAM as described in the approved application on file at the County Youth Services Department.

B1. The CONTRACTOR must submit an updated and current 2023 program budget to the T.C. Youth Services Dept. no later than March 15, 2023. Failure to do so will result in payments being withheld until a budget is received.

C1. The County shall reimburse the CONTRACTOR for eighty-five percent (85%) of properly documented, allowable expenditures submitted in an amount not to exceed $85,353.

D1. The CONTRACTOR shall not request more than half (50%) of the total allocation stated above by the end of June 2023. CONTRACTOR cannot submit requests for payment of more than $42,676.50 before 6/30/23.

E1. The CONTRACTOR shall provide the local share from funds other than Office of Children and Family Services state aid.

12. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State and Federal Courts within Tompkins County, New York. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.

13. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of the COUNTY’s terms and conditions shall prevail.

14. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

15. The PARTIES agree that the terms contractor, consultant, vendor, agency, or recipient may be used interchangeably throughout an Agreement.
16. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.

17. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.

18. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.

19. The CONTRACTOR shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.

20. The COUNTY agrees to pay the CONTRACTOR for services based upon the determination by COUNTY of the satisfactory completion of services and products, unless otherwise specified in the body of the Agreement. CONTRACTOR will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

21. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY's own forces, and to award separate agreements in connection with other portions of the scope of work under conditions of this Agreement identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

22. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or CONTRACTOR’s fault or negligence.

23. The CONTRACTOR shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

24. It is mutually agreed between the PARTIES that the CONTRACTOR is an independent contractor and that no employee-employer, partnership, agent, representative relationship exists between the CONTRACTOR and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.

25. Except as may otherwise be specified in the body of the Agreement, the CONTRACTOR agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.

26. During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited to,
recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

27. The CONTRACTOR shall release, waive, indemnify, hold harmless, and defend the COUNTY and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the COUNTY and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the CONTRACTOR, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the COUNTY. The indemnification will survive the term of this Agreement whether it is terminated or expired. The CONTRACTOR shall maintain the minimum limits of insurance as outlined by this Agreement in Attachment A or as required by law, whichever is greater.

28. The CONTRACTOR certifies to the COUNTY that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.

29. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the CONTRACTOR’s records by auditors in compliance with the Federal Single Audit Act of 1984.

30. All required Federal, State, and Local licenses shall be obtained by the CONTRACTOR prior to commencement of this Agreement and shall be maintained by the CONTRACTOR for the duration of this Agreement. The CONTRACTOR agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the CONTRACTOR under this Agreement, the CONTRACTOR agrees that it will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

31. CONTRACTOR agrees to observe and satisfy the requirements of the COUNTY’s Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at www.tompkinscountyny.gov, or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the CONTRACTOR, nor its employees, directors, officers, and subcontractors are “excluded individuals or entities” under Federal and/or New York State statutes, rules and regulations. If the CONTRACTOR provides healthcare services, the CONTRACTOR agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

The CONTRACTOR shall promptly notify the COUNTY if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The COUNTY reserves the right to immediately cancel this Agreement, at no penalty to the COUNTY, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

By signing this Agreement, the CONTRACTOR attests to that fact that the CONTRACTOR and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.
32. The COUNTY must consider the wage levels and benefits, particularly health care, provided to their employees by would-be contractors when awarding bids or negotiating agreements/ contracts, and encourages the payment of livable wages whenever practical and reasonable. If the CONTRACTOR certifies on the Livable Wage attestation (Attachment B) that its employees who directly provide services under this Agreement are NOT paid a living wage, the department contract representative may have a conversation with CONTRACTOR to understand a) the cost implications of achieving the living wage threshold, b) whether there are structural barriers impacting the ability to pay the living wage, c) the CONTRACTOR’s plans to improve wages over time, and d) whether generous fringe benefits or other considerations should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold by increasing the contract value.

Paying the living wage rate to all employees directly involved in providing the contracted COUNTY service is not mandatory. However, the attainment of a broadly applied living wage is a COUNTY goal and is therefore an important consideration applied by the COUNTY when reviewing agreement/contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union. Living wage without employer-provided health insurance is currently $16.61/hour. Prospective contractors providing health insurance for employees may qualify for a lower Living Wage if the amount that employees are required to pay for that coverage is less than $0.75/hour. The rate will be adjusted again in 2024.

Requirement of CONTRACTOR: As a part of its proposal or contract representations, a prospective service contractor must advise the COUNTY whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, CONTRACTORS are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, CONTRACTORS are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:
- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement
33. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DATE: ___________________ ____________________________
County of Tompkins
Jessi Spudis, Risk & Compliance Administrator

DATE: ___________________ ____________________________
Learning Web

__________________________________________
Print Name of Signer

__________________________________________
Title of Signer
**ATTACHMENT A:**
Contractor/Subcontractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

### A.) Workers’ Compensation and New York Disability

#### Workers’ Compensation
Statutory coverage complying with NYS Workers’ Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

- CE-200 - Certification of Attestation of Exemption form NYS Workers’ Compensation and/or Disability Benefits Coverage available at [http://www.wcb.ny.gov/content/main/forms/AllForms.jsp](http://www.wcb.ny.gov/content/main/forms/AllForms.jsp), OR
- CE-105.2 - Certification of NYS Workers’ Compensation Insurance (U-26.3 for State Insurance Fund version), OR
- SI-12 - Certificate of NYS Workers’ Compensation Self Insurance, OR
- GSI-105.2 - Certificate of NYS Workers’ Compensation Group Self-Insurance Employers’ Liability $1,000,000

#### Disability Benefits Requirements
Statutory coverage complying with NYS Workers’ Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

- CE-200 - Certification of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage, OR
- DB120.1 - Certificate of Disability Benefits Insurance, OR
- DB155 - Certificate of Disability Self-Insurance

**NOTE:** Proof of NYS Workers’ Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at [http://www.wcb.ny.gov/content/main/forms/AllForms.jsp](http://www.wcb.ny.gov/content/main/forms/AllForms.jsp) or Bureau of Compliance at (866) 546-9322).

### B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
• If the CGL contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
• Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
• Policy may not contain any exclusions relating to NY Labor Law or municipal work.
• It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
• Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insured’s on a primary and non-contributory basis.
• Contractor, owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CGF2010 (04/13) AND CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

C.) Commercial Umbrella $1,000,000
• Policy may not contain any exclusions relating to NY Labor Law or municipal work.
• Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insured’s on a primary and non-contributory basis.
• Umbrella coverage must include as insured all entities that are additional insureds on the CGL.
• Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.

D.) Waiver of Subrogation

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by the New York State and have an A.M. Best’s Key Rating no lower than “A-X”. Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.
Contractor’s Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union. Living wage without employer-provided health insurance is currently $16.61 per hour. Prospective contractors providing health insurance for employees may qualify for a lower Living Wage if the amount that employees are required to pay for that coverage is less than $0.75/hour. The rate will be adjusted again in May 2024.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement
Contractor's Living Wage Representation

1. What is the approximate number of Covered Employees involved in the provision of the contracted service?
   ______________

2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage?
   _____Yes   _______No

3. If the answer is “No”, approximately how many Covered Employees will NOT be paid at the living wage?
   Full-time__________   Part-time_____________

Print Contractor Name:__________________________________________________________

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract. If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.
# Tompkins County Contract Signature Page

**Contract Number:** 2022-DSS-002758  
**Contract Name:** 2022-23 Learning Web STEHP

## County of Tompkins  
125 East Court Street  
Ithaca, New York, 14850

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### Originating Department Name and Address:

**Department Name:** Department of Social Services  
**Department Address:** 320 W MLK/State St  
Ithaca, NY 14850

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### Vendor Information:

**Vendor Name:** THE LEARNING WEB, INC.  
**Vendor Address:** 515 W. Seneca Street  
Ithaca, NY 14850

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### Contractor’s Liveable Wage Representation:

1. What is the approximate number of Covered Employees involved in the provision of the contracted service?  
   
   [Signature]  
   
   Date: 10-17-2022

2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage? **YES** or **NO**

3. If the answer is "No", approximately how many Covered Employees will NOT be paid at the living wage?  
   
   **Full Time** ______________________  
   **Part Time** ______________________

---

The Vendor and the County agree to be bound by the terms and conditions contained in this Agreement

### VENDOR/CONTRACTOR

**Signature of Contractor's Authorized Representative:**  
**Date:** 10-17-2022

### COUNTY OF TOMPKINS

**Signature of Authorized Official:**  
**Date:** 10/27/2022

**Typed or Printed Name of Above Official:**  
**Jessi Spudis**
STEHP—Funded Youth Outreach

AGREEMENT made by and between the COUNTY OF TOMPKINS (hereinafter referred to as the "County"), 125 East Court Street, Ithaca, NY 14850, by its DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as the "Department"), 320 West State Street, Ithaca, NY 14850 and LEARNING WEB YOUTH OUTREACH (hereinafter referred to as the "Agency"), 515 West Seneca Street, Ithaca, NY, 14850.

WITNESSETH:

WHEREAS, the County has been awarded “Solutions to End Homelessness Program” (STEHP) grant funding by the New York Office of Temporary Assistance and Disability (OTDA) and

WHEREAS, the Agency is a not-for-profit Agency, and is able and willing to undertake the functions set forth herein,

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, and in order to define their respective roles and responsibilities in the administration of rental assistance, provision of housing placement services, and case management services funded through STEHP, the parties hereto agree as follows:

1. The term of this agreement shall be October 1, 2022 through September 30, 2023, and may be renewed annually, contingent upon the availability of funds for such purpose.

The Department has the right to terminate this contract upon ten (10) days written notice if it, in its discretion, determines that the Agency has failed to perform in a satisfactory manner.

2. The maximum value of this contract shall be $90,024. As per the Approved Grant Budget (see ATTACHMENT A) funds will be allocated as follows:

- $25,750 Youth Outreach Case Manager salary at 0.75 FTE
- $34,500 Youth Outreach Senior Case Manager salary at 0.75 FTE
- $7650 Youth Outreach Program Coordinator salary at 0.15 FTE
- $15,124 Fringe Costs for these position
- $6,000 Supplies and contractual costs
- $1000 Flexible funding for youth
3. The Department shall retain the responsibility and authority delegated to it by OTDA; no provision in this agreement shall limit such responsibilities and liabilities.

Nothing contained herein shall create any contractual relationship between the Agency and OTDA.

4. The Agency shall provide case management for participants. More specifically: it will provide flexible financial assistance and support services as outlined in the Project Work Plan (see ATTACHMENT B.)

5. The Agency shall determine participant eligibility following HUD guidelines and recordkeeping (see ATTACHMENT C.)

6. The Agency shall obtain required STEHP intake, update, and discharge information for participants receiving rental assistance. It shall enter and maintain records concerning intake, update, and discharge in the Homeless Management Information System (HMIS).

The Agency shall transmit this information in Excel file format to the Department at least monthly, if not more frequently, via a secure email service provided by the Department.

7. Staff of the Agency will observe the same conflict of interest prohibitions and confidentiality requirements under which the Department operates.

8. At the end of each quarter the Agency shall report to the Department its actual costs incurred in operating the program, organized along the lines of the approved budget.

9. The Department agrees to provide advance payment for projected costs of Agency rental assistance and support services at the beginning of each quarter. The Agency will provide a quarterly invoice. Advances will adjusted to reflect any net over- or under-payment in previous quarters based on the above expenditure reports.

In addition, the Agency will submit quarterly time study report using OTDA form showing actual time staff performed STEHP related work.
10. The Department agrees to provide for the Agency overall STEHP program administration, coordination, technical support for use of the HMIS and quarterly reporting for the grant.

11. The Agency ensures that no person shall, on the grounds of race, creed, color, national origin, age, gender, disability, marital status or sexual preference, be excluded from participation in or be denied the benefits of this program, nor shall any person be subjected to discrimination under any activity funded in whole or in part with funds made available under the Low Income Home Energy Assistance Act of 1981. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall apply to any such program or activity.


13. The Agency agrees to observe all applicable regulations issued by the Department of Health and Human Services in implementing the Federal Rehabilitation, Comprehensive Services, and Developmental Disabilities Act of 1978 contained in 45 CFR Parts 84 and 85 entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation."

14. The Agency agrees to keep all records relating to this agreement for a period of 3 (three) years following the end of the calendar year in which they are created. The aforesaid records shall be subject to audit by the Department, the New York State Department of Audit and Control, and the U. S. Department of Health and Human Services. The Agency agrees to provide the aforesaid governmental agencies and their duly authorized representatives with full access to the aforesaid records.


16. Finally, the Provider accepts the additional terms, presently required by Tompkins County for inclusion in all its contracts, which are in found in the addendum titled “Additional Terms”, attached hereto and made part hereof.
NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the COUNTY and CONTRACTOR (the “PARTIES”) agree as follows:

1. Payment to the CONTRACTOR shall be made by the COUNTY upon receipt of an invoice from the CONTRACTOR and acceptance by the COUNTY that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The County will not prepay for services prior to services being provided.

2. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State and Federal Courts within Tompkins County, New York. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.

3. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of COUNTY’s terms and conditions shall prevail.

4. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

5. The PARTIES agree that the terms contractor, consultant, vendor agency, or recipient may be used interchangeably throughout an Agreement.

6. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.

7. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.

8. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.

9. The CONTRACTOR shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.

10. The COUNTY agrees to pay the CONTRACTOR for services based upon the determination by COUNTY of the satisfactory completion of services and products, unless otherwise specified in the body of the Agreement. CONTRACTOR will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

11. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY’s own forces, and to award separate agreements in connection with the financing of the project, to the extent necessary to ensure that the project is completed in accordance with the approved plan, within the approved budget and program and within the approved time frame.

12. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages, strikes or any other labor difficulties, or CONTRACTOR’s fault or negligence.

13. The CONTRACTOR shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

14. It is mutually agreed between the PARTIES that the CONTRACTOR is an independent contractor and that no employee–employer, partnership, agent, representative relationship exists between the CONTRACTOR and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.

15. Except as may otherwise be specified in the body of the contract, the CONTRACTOR agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.

16. During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination is prohibited include, but are not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

17. The CONTRACTOR shall release, waive, indemnify, hold harmless, and defend the COUNTY and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgments, including but not limited to, losses, costs,
expenses, penalties, or other damages or liability brought against the COUNTY and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the CONTRACTOR, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the COUNTY. The indemnification will survive the term of this Agreement whether it is terminated or expired. The CONTRACTOR shall maintain the minimum limits of insurance as outlined by this Agreement or as required by law, whichever is greater.

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21. CONTRACTOR agrees to observe and satisfy the requirements of the COUNTY’s Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at www.tompkinscounty.ny.gov, or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the CONTRACTOR, nor its employees, directors, officers, and subcontractors are “excluded individuals or entities” under Federal and/or New York State statutes, rules and regulations. If the CONTRACTOR provides healthcare services, the CONTRACTOR agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statues, rules and regulations, to determine if any employee, director, officer, or subcontractor is on or has been added to the exclusion list.

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22. The COUNTY must consider the wage levels and benefits, particularly health care, provided to their employees by would-be contractors when awarding bids or negotiating agreements/contracts, and encourages the payment of livable wages whenever practical and reasonable. If the CONTRACTOR certifies on the Livable Wage attestation that its employees who directly provide services under this Agreement are NOT paid a living wage, the department contract representative may have a conversation with CONTRACTOR to understand a) the cost implications of achieving the living wage threshold, b) whether there are structural barriers impacting the ability to pay the living wage, c) the CONTRACTOR’s plans to improve wages over time, and d) whether generous fringe benefits or other considerations should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold by increasing the contract value.

Paying the living wage rate to all employees directly involved in providing the contracted COUNTY service is not mandatory. However, the attainment of a broadly-applied living wage is a COUNTY goal and is therefore an important consideration applied by the COUNTY when reviewing agreement/contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union. Living wage without employer-provided health insurance is currently $15.32/hour. Prospective contractors providing health insurance for employees may qualify for a lower Living Wage if the amount that employees are required to pay for that coverage is less than $0.75/hour. The rate will be adjusted again in May 2023.

Requirement of CONTRACTOR: As a part of its proposal or contract representations, a prospective service contractor must advise the COUNTY whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, CONTRACTORS are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, CONTRACTORS are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement.

23. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.
Contract Number: 2022-DSS-002758  
Contract Name: 2022-23 Learning Web STEHP  

**TYPE 2-NoConstr**  
Tompkins County Hold Harmless and Insurance Requirements

Contractor/Subcontractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

**A.) Workers' Compensation and New York Disability**

**Workers’ Compensation**

Statutory coverage complying with NYS Workers’ Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption form  NYS Workers’ Compensation and/or Disability Benefits Coverage available at http://www.wcb.ny.gov/content/main/forms/AllForms.jsp, OR

CE-105.2 - Certification of NYS Workers’ Compensation Insurance (U-26.3 f or State Insurance Fund version), OR

SI-12 - Certificate of NYS Workers’ Compensation Self Insurance, OR

GSI-105.2 - Certificate of NYS Workers’ Compensation Group Self-Insurance Employers’ Liability - $1,000,000

**Disability Benefits Requirements**

Statutory coverage complying with NYS Workers’ Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage, OR

DB120.1 - Certificate of Disability Benefits Insurance, OR

DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers’ Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at http://www.wcb.ny.gov/content/main/forms/AllForms.jsp or Bureau of Compliance at (866) 546-9322).

**B.) Commercial General Liability (CGL) including, contractual, independent contractors, products/completed operations**

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage Legal</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

- Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Agreement.
- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
• Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured’s on a primary and non-contributory basis.**

• If applicable, Contractor, Owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) AND CG2037 (04/13) or CG2037 (04/13) AND CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

**C.) Commercial Umbrella**

$1,000,000

• Policy may not contain any exclusions relating to NY Labor Law or municipal work.

• Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured’s on a primary and non-contributory basis.**

• Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.

• Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL and Employers Liability coverages maintained by the Contractor/Subcontractor.

**D.) Waiver of Subrogation**

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by New York State and have an A.M. Best’s Key Rating no lower than “A – X”. Proof of insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.
# Attachment A: Project Budget

## Personnel Costs

<table>
<thead>
<tr>
<th>Item (as contained in the contract)</th>
<th>Emergency Shelter Services</th>
<th>Annual Rapid Rehousing</th>
<th>Annual Prevention</th>
<th>Annual NYCFAA</th>
<th>Annual Match</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1. Personnel</td>
<td>$67,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$67,900</td>
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<tr>
<td>B-2. Fringe Benefits</td>
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<td></td>
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<td>$15,124</td>
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<tr>
<td>Personnel Services</td>
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<td>$83,024</td>
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## Non-Personnel Services

<table>
<thead>
<tr>
<th>Item (as contained in the contract)</th>
<th>Annual Emergency Shelter Services</th>
<th>Annual Rapid Rehousing</th>
<th>Annual Prevention</th>
<th>Annual NYCFAA</th>
<th>Annual Match</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-3. Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>B-4. Travel</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>B-5. Equipment</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>B-6. Supplies</td>
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<td></td>
<td></td>
<td></td>
<td>$7000</td>
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<tr>
<td>B-7. Contractual</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7000</td>
</tr>
<tr>
<td>B-8. Financial Assistance</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-10 Other</td>
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<td></td>
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<td>$0.00</td>
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<td>Non-Personnel Services Total</td>
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<td>$7000</td>
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</table>

TOTAL PROJECT $90,024 $90,024
<table>
<thead>
<tr>
<th>Position Title</th>
<th>% of Time spent on project</th>
<th>% Salary funded by this grant</th>
<th>Total Annual Salary (12 months)</th>
<th>Total Annual Salary (12 months)</th>
<th>Total Annual Salary (12 months)</th>
<th>Total Annual Salary (12 months)</th>
<th>Total Annual Salary (12 months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Manager</td>
<td>75%</td>
<td>75%</td>
<td>$25,750</td>
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<td></td>
<td></td>
<td>$25,750</td>
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<tr>
<td>Senior Case Manager</td>
<td>75%</td>
<td>75%</td>
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<td>$19,226.00</td>
<td>$34,500</td>
<td></td>
</tr>
<tr>
<td>Coordinator</td>
<td>15%</td>
<td>15%</td>
<td>$7650</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$7650</td>
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<tr>
<td>Person Total</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$67,900</td>
</tr>
</tbody>
</table>

Fringe Benefits Total Rate: $15,124

Total Personnel Services Cost: $90,024
ATTACHMENT B: PROJECT DESCRIPTION

EMERGENCY SHELTER-Learning Web Youth Outreach Drop-In Center: will provide drop-in center services to unaccompanied homeless youth and young adults 24 years old and younger. The target population include homeless youth <= 24 as defined under HUD ESG Categories 1-4. Services by the drop-in center include: outreach, case management, intensive independent living skills and employment support. The goals of this program are: 1) to provide case management to assist clients with locating permanent housing and 2) to provide case management in improving housing related life skills, employability skills and connecting them with support services. Projected outcomes are that 63 of 90 persons will be in permanent housing at discharge and while 22 will be in safe temporary housing.

RAPID RE-HOUSING-Tompkins County DSS: will provide assessment, case management and employment support services primarily for persons who are eligible for rapid re-housing assistance. The target population includes homeless persons as defined under HUD ESG Categories 1 and 4. The case manager at DSS will also assist in coordinating client being served through the other STEHP programs in accessing mainstream benefits such as temporary assistance, food stamps and Medicaid. The goals of this program are: 1) to provide assistance to in locating housing for persons currently residing in the emergency shelter or living a place not meant for habitation; 2) to provide rental assistance for up to 12 months to these persons; and 3) to provide case management to assist clients in improving employability and connecting with available community resources, services and supports. Projected outcomes are that 23 of 25 persons will be placed in permanent housing.

PREVENTION-Tompkins Community Action: will provide assessment, case management and employment support services primarily for persons who are eligible for prevention assistance. TCAction is also responsible for issuing payments for rental arrears, and ongoing rental assistance through the prevention and rapid re-housing programs. The target population is persons at-risk of homelessness as defined under HUD ESG Categories 1-4. The goals of this program are: 1) to prevent loss of permanent housing for persons at risk of homelessness; 2) to provide rental assistance for up to 12 months to these persons; and 3) to provide case management to assist clients in improving employability and connecting with available community resources, services and supports. Projected outcomes are that 45 of 50 persons will be maintained in permanent housing.

In addition, The Human Services Coalition’s 211 Information & Referral Center will provide outreach, initial eligibility screening and referral services for all the programs.

Hours and Location of Service

Learning Web Youth Outreach Drop-In Center: is located in downtown Ithaca. Hours of operation are 9:00 AM – 5:00 PM Monday through Friday. 24 hour on-call is provided to TLP residents.

Tompkins County DSS: is located in downtown Ithaca. Hours of operation are 8:30 AM – 4:30 PM Monday through Friday. Tompkins DSS also provide 24/7 on-call services for emergency shelter when the Rescue Mission shelter is full.

Tompkins Community Action: is located at 701 Spencer Road in Ithaca. Hours of operation are 9:00AM – 5:00 PM Monday through Friday.

Human Services Coalition’s 211 Information & Referral Center: is located in downtown Ithaca and is open for walk-ins 8:30AM- 5:00PM Monday through Friday. The call center is available 24/7
<table>
<thead>
<tr>
<th>Category</th>
<th>Homeless Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Literally Homeless</td>
</tr>
<tr>
<td></td>
<td>• Written observation by the outreach worker; or</td>
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<tr>
<td></td>
<td>• Written referral by another housing or service provider; or</td>
</tr>
<tr>
<td></td>
<td>• Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</td>
</tr>
<tr>
<td></td>
<td>• For individuals exiting an institution—one of the forms of evidence above and:</td>
</tr>
<tr>
<td></td>
<td>o discharge paperwork or written/oral referral, or</td>
</tr>
<tr>
<td></td>
<td>o written record of intake worker’s due diligence to obtain above evidence and certification by individual that they exited institution</td>
</tr>
<tr>
<td>Category 2</td>
<td>Imminent Risk of Homelessness</td>
</tr>
<tr>
<td></td>
<td>• A court order resulting from an eviction action notifying the individual or family that they must leave; or</td>
</tr>
<tr>
<td></td>
<td>• For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; or</td>
</tr>
<tr>
<td></td>
<td>• A documented and verified oral statement; and</td>
</tr>
<tr>
<td></td>
<td>• Certification that no subsequent residence has been identified; and</td>
</tr>
<tr>
<td></td>
<td>• Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing</td>
</tr>
<tr>
<td>Category 3</td>
<td>Homeless under other Federal statutes</td>
</tr>
<tr>
<td></td>
<td>• Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; and</td>
</tr>
<tr>
<td></td>
<td>• Certification of no PH in last 60 days; and</td>
</tr>
<tr>
<td></td>
<td>• Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; and</td>
</tr>
<tr>
<td></td>
<td>• Documentation of special needs or 2 or more barriers</td>
</tr>
<tr>
<td>Category 4</td>
<td>Fleeing/Attempting to flee DV</td>
</tr>
<tr>
<td></td>
<td>• For victim service providers:</td>
</tr>
<tr>
<td></td>
<td>o An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.</td>
</tr>
<tr>
<td></td>
<td>• For non-victim service providers:</td>
</tr>
<tr>
<td></td>
<td>o Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and</td>
</tr>
<tr>
<td></td>
<td>o Certification by the individual or head of household that no subsequent residence has been identified; and</td>
</tr>
<tr>
<td></td>
<td>o Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</td>
</tr>
</tbody>
</table>
| ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program) | Individuals defined as Homeless under the following categories are eligible for assistance in SO:

- Category 1 – Literally Homeless
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

SO projects have the following additional limitations on eligibility within Category 1:

- Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter |
| Emergency Shelter | Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:

- Category 1 – Literally Homeless
- Category 2 – Imminent Risk of Homeless
- Category 3 – Homeless Under Other Federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV |
| Rapid Re-housing | Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:

- Category 1 – Literally Homeless
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) |
| Homelessness Prevention | Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:

- Category 2 – Imminent Risk of Homeless
- Category 3 – Homeless Under Other Federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV

Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.

HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:

- Must only serve individuals and families that have an annual income below 30% of AMI |