

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, October 13, 2020

7:00 PM

Held Remotely

County Legislature

Call to Order**Roll Call****Proclamations****PREVIOUS BUSINESS**

318. AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Sponsors: Audit and Finance Committee and Elder Care Committee

333. REQUESTING THE COUNTY EXECUTIVE AND COUNTY ATTORNEY TO NEGOTIATE WITH SHORT-TERM RENTAL SERVICES AND ONLINE REMARKETERS FOR THE PURPOSES OF COLLECTING THE HOTEL OCCUPANCY TAX

Sponsors: O'Brien, Mayo, Bruschi, Fein, Lekakis and Peter

CURRENT BUSINESS:

336. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: BRIDGE INSPECTION FEES, REPAIRS TO THE ALBANY COUNTY RAIL TRAIL AND THE COUNTY ROUTE 9 SLOPE REPAIR PROJECT

Sponsors: Public Works Committee and Audit and Finance Committee

337. AUTHORIZING AN AGREEMENT WITH THE TOWN OF KNOX FOR THE PURPOSE OF TRANSFERRING AN INTERNATIONAL DUMP TRUCK ENGINE

Sponsors: Public Works Committee

338. AMENDING RESOLUTION NO. 196 FOR 2020 REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT AND AMENDING THE 2020 WATER PURIFICATION DISTRICT BUDGET

Sponsors: Public Works Committee

339. AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS

Sponsors: Social Services Committee

340. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING RESIDENTIAL DOMESTIC VIOLENCE SERVICES

Sponsors: Social Services Committee

341. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

Sponsors: Social Services Committee

342. AUTHORIZING AGREEMENTS REGARDING THE 2020 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Sponsors: Social Services Committee

343. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE ALBANY COUNTY PROBATION DEPARTMENT

Sponsors: Social Services Committee

344. AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT TRAINING

Sponsors: Social Services Committee

345. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR THE SEX ABUSE PREVENTION PROGRAM

Sponsors: Social Services Committee

346. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE JUVENILE SEX OFFENDER PROGRAM

Sponsors: Social Services Committee

347. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM

Sponsors: Social Services Committee

348. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR THE FOCUS ON THE FUTURE PROGRAM

Sponsors: Social Services Committee

349. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES

Sponsors: Social Services Committee

350. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING THE PARENT CARE PROGRAM

Sponsors: Social Services Committee

351. AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS

Sponsors: Social Services Committee

352. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS – BERNE KNOX WESTERLO (BKW) CONNECTIONS PROGRAM

Sponsors: Social Services Committee

353. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING SPECIALTY PREVENTION SERVICES

Sponsors: Social Services Committee

354. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS

Sponsors: Social Services Committee

355. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS

Sponsors: Social Services Committee

356. AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES

Sponsors: Social Services Committee

357. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS

Sponsors: Social Services Committee

358. AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Sponsors: Social Services Committee

359. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES

Sponsors: Social Services Committee

360. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE URBAN INSTITUTE'S UPWARD MOBILITY COHORT GRANT

Sponsors: Social Services Committee

361. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING AGING AND DISABILITY RESOURCE CENTER COVID-19 PANDEMIC RESPONSE FUNDING AND AMENDING THE 2020 DEPARTMENT FOR AGING BUDGET

Sponsors: Elder Care Committee

362. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AN INTERDEPARTMENTAL AGREEMENT REGARDING THE STOP VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM

Sponsors: Law Committee

363. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM AND WITNESS ASSISTANCE GRANT PROGRAM

Sponsors: Law Committee

364. AMENDING RESOLUTION NO. 393 FOR 1995 REGARDING A TAX SEARCH FEE

Sponsors: Audit and Finance Committee and Law Committee

365. AMENDING THE 2020 DEPARTMENT OF AUDIT AND CONTROL BUDGET: ADMINISTRATIVE ADJUSTMENTS

Sponsors: Audit and Finance Committee

366. AMENDING THE 2020 CORONER'S OFFICE BUDGET: MEDICAL SERVICES

Sponsors: Audit and Finance Committee

367. AMENDING THE 2020 BOARD OF ELECTIONS BUDGET: ADMINISTRATIVE ADJUSTMENTS

Sponsors: Audit and Finance Committee and Law Committee

368. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS FOR THE NEW YORK STATE ELECTIONS CYBERSECURITY REMEDIATION GRANT PROGRAM AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

Sponsors: Audit and Finance Committee

369. AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH STEWART'S SHOPS CORP. TO CONTINUE THE USE OF PROPERTY AT 309 DELAWARE AVENUE IN THE TOWN OF DELMAR

Sponsors: Audit and Finance Committee

370. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE LAW ENFORCEMENT TERRORISM PREVENTION GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Sponsors: Audit and Finance Committee

371. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 STATE HOMELAND SECURITY PROGRAM AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Sponsors: Audit and Finance Committee

372. A TAX ANTICIPATION NOTE RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE "COUNTY") DATED OCTOBER 13, 2020, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES, PURSUANT TO THE LOCAL FINANCE LAW, IN ANTICIPATION OF THE COLLECTION OF REAL ESTATE TAXES LEVIED IN AND FOR THE COUNTY IN ITS 2020 FISCAL YEAR

Sponsors: Audit and Finance Committee

373. AMENDING RESOLUTION NO. 272 FOR 2020 REGARDING THE CONVEYANCE REAL PROPERTY LOCATED AT 268 STARR ROAD (TAX MAP NO. 155.-1-57) IN THE TOWN OF COEYMANS

Sponsors: Audit and Finance Committee

374. AMENDING RESOLUTION NO. 324 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 4 LINE ROAD (TAX MAP NO. 78.-1-17) IN THE TOWN OF KNOX

Sponsors: Audit and Finance Committee

375. AMENDING RESOLUTION NO. 325 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2607 2ND AVENUE (TAX MAP NO. 32.8-3-9.1) IN THE TOWN OF COLONIE

Sponsors: Audit and Finance Committee

376. AMENDING RESOLUTION NO. 326 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 3068 NEW SCOTLAND ROAD (TAX MAP NO. 93.-2-31) IN THE TOWN OF NEW SCOTLAND

Sponsors: Audit and Finance Committee

377. AMENDING RESOLUTION NO. 327 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 95 MORRIS ROAD (TAX MAP NO. 16.4-4-4.2) IN THE TOWN OF COLONIE

Sponsors: Audit and Finance Committee

378. AMENDING RESOLUTION NO. 303 FOR 2020 REGARDING COVID-19 FUNDING

Sponsors: Audit and Finance Committee

379. CONFIRMING THE APPOINTMENTS OF MEMBERS TO THE ALBANY COUNTY AIRPORT AUTHORITY

380. DESIGNATING THE AUDIT AND FINANCE COMMITTEE TO REVIEW THE TENTATIVE ANNUAL BUDGET FOR 2021

Sponsors: A. Joyce

381. PUBLIC HEARING ON THE 2021 TENTATIVE ANNUAL BUDGET

Sponsors: A. Joyce

382. PUBLIC HEARING ON THE PROPOSED LEGISLATIVE ADDITIONS AND/OR DELETIONS TO THE 2021 TENTATIVE ANNUAL BUDGET

Sponsors: A. Joyce

383. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2020

Sponsors: Efekoro

384. AN ACT PERTAINING TO THE ALBANY COUNTY PLANNING BOARD AND CONSIDERATION OF CRITICAL VIEWSHEDS OF THE HELDERBERG ESCARPMENT

Sponsors: Perlee

385. RESCINDING RESOLUTION NO. 217 FOR 2019

Sponsors: Drake, Mauriello, Burgdorf, Grimm, Whalen, Langdon and Perlee

LOCAL LAWS:

LOCAL LAW NO. "C" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING TECHNICAL AMENDMENTS TO LOCAL LAW NO. 5 FOR 2019

Sponsors: Cunningham

LOCAL LAW NO. "I" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO PROHIBIT SMOKING IN COMMON AREAS OF MULTIPLE UNIT DWELLINGS

Sponsors: Efekoro

Adjournment



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

July 23, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to continue our relationship with Brawn Media to provide media and branding consultation and services to the nursing home operation.

Brawn Media continues to be instrumental in assisting us with our re-branding campaign, as well as maintaining our website and the recruitment of staff members. They also support efforts in communicating to the community about our activities and resident programs that assist with the admission process.

This contract will be for twelve (12) months at a not to exceed cost of \$100,000.00.

We respectfully request approval of this contract so that we can continue our relationship with Brawn Media.

Sincerely,

Larry I. Slatky
Executive Director

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





County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1789, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Brawn Media to Provide Media and Branding Consultation and Services

Date: July 23, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Brawn Media

Additional Parties (Names/addresses):

441 New Karner Road, Albany, New York 12205

Amount/Raise Schedule/Fee: \$100,000.00

Scope of Services: Brawn Media is our current media company (see contract attached for scope of services). Brawn Media will continue to provide media services that includes the management of our website, staff recruitment, branding and community notifications.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Appropriation Account and Line: 44047
Appropriation Amount: \$100,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021
Length of Contract: 12 months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 55
Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Brawn Media was retained to rebrand our nursing home. This project continues to be a work in progress, as our nursing home is still undergoing renovations and new construction. Brawn Media is also responsible for our website and media campaigns for the recruitment of staff and communication to the public and the programs offered to prospective clients who we will care for in our long term care facility.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DVG MEDIA, INC. D/B/A BRAWN MEDIA
FOR AN INTEGRATED COMMUNICATIONS PLAN
FOR THE ALBANY COUNTY NURSING HOME

CONTRACT NO. 4317 FOR 2018

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and DVG Media, Inc., a New York corporation, with its principal place of business located at 441 New Karner Road, Albany, New York 12205 (hereinafter called the "Consultant," and, together with the County, may be referred to herein as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter called the "Purchasing Division") has issued a request for proposals for an integrated communications plan for the Albany County Nursing Home (hereinafter called the "ACNH"), said request having been designated RFP #2017-127, issued on November 27, 2017 and published on November 30, 2017 and December 7, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on December 7, 2017 (hereinafter called the "Addendum #1") and the second on December 21, 2017 (hereinafter called the "Addendum #2," and, together with Addendum #1, may be referred to as the "Addenda"); and

WHEREAS, the Consultant has submitted a proposal dated December 29, 2017 to provide the aforesaid integrated communications plan (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid integrated communications plan; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

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

- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The Consultant shall provide the ACNH with an integrated communications plan, which includes, but is not limited to, a comprehensive program of branding/rebranding of the ACNH's logo, website and social and clinical experiences, and promoting its recognition as an organization set apart from the other facilities in the area. The services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 and RFP4, consistent with the Addenda, more specifically, the following:

- a. Promote the recognition of the ACNH that sets it apart from competition;
- b. Demonstrate its leadership in the industry;
- c. Create trust with its residents, family members and community;
- d. Strengthen the value of the ACNH organization;
- e. Establish an expectation of quality.

The new brand shall create a unique personality and have a positive impact on whether people want to engage ACNH services, and shall focus on brand trust that is earned through consistently delivering on the brand promise and a brand promise that reflects the value or experience the ACNH's residents and families can expect to receive every single time they interact with its facility, staff and service providers.

The Consultant shall provide a rebranding/marketing strategy that includes, but is not limited to, overall structure and architecture of a new media, social media and website creation. Determining the best utilized "touchpoint" is central to a successful rebranding and shall require:

- a. Brand Rollout/Activation of Program;
- b. Customer/staff research to develop an understanding of what people think about the ACNH's current brand;
- c. Photography/ Video;
- d. Brand Strategy;
- e. Website;
- f. Brand Identity;
- g. Brand Audit-both internal and competitive audit-how we fit into the competitive landscape;
- h. Naming and Tagline; and
- i. Brochures, Stationary and Promotional Materials.

The parties anticipate that the scope of this engagement shall require periodic updates, either in person or by other means of communications.

- 2.2 In addition to the services described in Paragraph 2.1, the Consultant shall provide

the services described in the Proposal, consistent with the RFP and the Addenda.

2.3 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed NINETY EIGHT THOUSAND FIFTY FIVE AND 00/100 DOLLARS (\$98,055.00) as full compensation for all services rendered under this Agreement. Said not to exceed amount is based on the following amounts attributable to the four (4) phases of services that the Consultant will provide during the term of the Agreement:

Phase 1: Research
Total Fee not to exceed: \$ 8,000.00

Phase 2: Branding Strategy
Total Fee not to exceed: \$ 5,000.00

Phase 3: Website Design and Development
Total Fee not to exceed \$15,055.00

Phase 4: Marketing and Execution
Total Fee not to exceed: \$70,000.00

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Executive Director of the ACNH.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2018 and will continue in effect through December 31, 2020.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules

and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or

privileges of employment.

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

The Consultant 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 Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. 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 under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received 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 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

15.2 The Consultant shall 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, immediately upon request.

15.3 The Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect

the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its 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 Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Consultant is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.

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

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

25.3 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, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

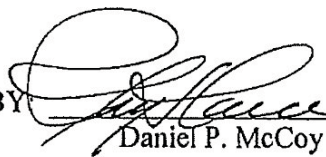
25.4 The County shall bear no responsibility other than that set forth in this Agreement.

25.5 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 12/6/18

BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

DVG MEDIA, INC.
D/B/A BRAUN MEDIA

DATED: 11/30/18

BY: 
Name Donna Brownson

President
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 20th day of December, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 30th day of November, 2018, before me, the undersigned, personally appeared Donna Brownson, 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

Michelle L. Goca
Notary Public, State of New York
Reg. No. 01GO6366893
Qualified in Rensselaer County
My Commission Expires November 6, 2021

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 or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000
4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DVG MEDIA INC. D/B/A BRAUN MEDIA
FOR AN INTEGRATED COMMUNICATIONS PLAN
FOR THE

SHAKER PLACE REHABILITATION AND NURSING CENTER

PURSUANT TO RESOLUTION NO. 55 OF 2020, adopted February 2, 2020

ORIGINAL AGREEMENT PURSUANT TO
CONTRACT NO. 4317 OF 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as "County"), and DVG Media, Inc., a New York corporation, with its principal office located at 441 New Karner Road, Albany, New York 12205 (hereafter referred to as the "Consultant"). County and Consultant may hereafter be referred to individually as a "[P]arty" and collectively as the "[P]arties."

WITNESSETH:

WHEREAS, the County has an Agreement with the Consultant to provide an integrated communications plan for the Shaker Place Rehabilitation and Nursing Center, via Contract No. 4317 of 2018, which was executed on December 6, 2018; and

WHEREAS, the County requires additional services to be completed by the Consultant in order to realize the goal of an integrated communications plan for the Nursing Home; and

WHEREAS, the Parties have agreed upon the additional compensation required to complete the integrated communications plan; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this First Amendment to the Agreement, increasing the total amount not to exceed of the Agreement from \$98,055 to \$200,000.00 via Resolution No. 55 of 2020, adopted February 10, 2020; and

WHEREAS, this First Amendment to the Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

A. That the Agreement at ARTICLE 3. COMPENSATION shall be amended to read as following:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed TWO HUNDRED THOUSAND AND 00/100 (\$200,000) DOLLARS as full compensation for all services rendered under this Agreement.

DVB

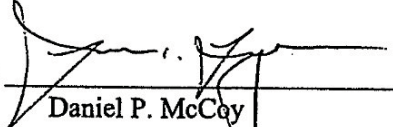
3.2 The Parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit, and any other ancillary fees and cost including, but not limited to: permits, licenses, and insurance.

B. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

COUNTY OF ALBANY

DATED: 4/21/2020

By: 
 Daniel P. McCoy
 County Executive, or
 Daniel C. Lynch, Esq.
 Deputy County Executive

**DVG MEDIA INC. D/B/A
BRAWN MEDIA**

DATED: 4/14/20

By: 

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

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 24th day of April, 2020, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

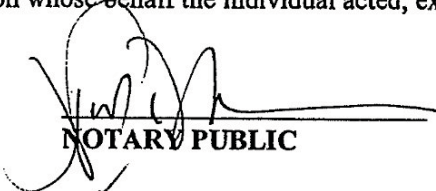


NOTARY PUBLIC EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 14th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Dana Brownson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NICOLE A. MORANO
Notary Public – State of New York
No. 01MO5060617
Qualified in Rensselaer County
My Commission Expires 5/20/2022



NOTARY PUBLIC

RESOLUTION NO. 55**AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
BRANDING AND PROMOTIONAL SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER**

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Contract Administration Board has previously authorized contract number 4317 for 2018 with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$98,055 for a term commencing October 1, 2018 and ending December 31, 2020 regarding an integrated communications plan for marketing and branding services at the Shaker Place Rehabilitation and Nursing Center, formerly known as the Albany County Nursing Home, and

WHEREAS, The Executive Director of Shaker Place Rehabilitation and Nursing Center has requested authorization to amend the aforementioned agreement with Brawn Media in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and

WHEREAS, The Executive Director has indicated that the amendment to the contract is necessary in order to complete the comprehensive program of branding related to the logo, website, social media footprint, and connected media outreach for Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the aforementioned agreement with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of the resolution the appropriate County Officials.

Adopted by unanimous vote - 2/10/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 10th day of February, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 12th day of February, 2020.

Nicole Chambers
Clerk, Albany County Legislature

RESOLUTION NO. 318

**AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER**

Introduced: 9/14/20

By Audit and Finance and Elder Care Committees:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Brawn Media in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Executive Director has indicated that such an agreement is necessary to provide media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Brawn Media, Albany, NY 12205 for the provision of media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance and Elder Care Committees – 9/14/20

Favorable Recommendation Elder Care Committee – 9/30/20

Favorable Recommendation Audit and Finance Committee – 10/1/20

RESOLUTION NO. 333

REQUESTING THE COUNTY EXECUTIVE AND COUNTY ATTORNEY TO NEGOTIATE WITH SHORT-TERM RENTAL SERVICES AND ONLINE REMARKETERS FOR THE PURPOSES OF COLLECTING THE HOTEL OCCUPANCY TAX

Introduced: 9/14/20

By Messrs. O'Brien, Mayo, Bruschi, Fein, Ms. Lekakis and Mr. Peter:

WHEREAS, The County of Albany is responsible for the collection of the Hotel Occupancy Tax as a revenue source to service our debt and provide funding for tourism, and

WHEREAS, The Hotel Occupancy Tax is not currently being applied to short-term rental services and online remarketers, significantly diminishing the possible revenue of the County, and

WHEREAS, More than thirty (30) counties throughout the state have reached agreements with online remarketers for the purposes of collecting the Hotel Occupancy Tax being rented through their services, including three counties contiguous to Albany County, and

WHEREAS, The potential revenue generated from the inclusion of short-term rental services and online remarketers could significantly improve the County's financial status, now, therefore, be it

RESOLVED, That this Honorable Body requests that the County Executive and County Attorney negotiate or otherwise enforce the collection of taxes due the County for the occupancy of rooms maintained by short-term rental services and online remarketers located within the County of Albany, and, be it further

RESOLVED, That any agreement providing for the collection of taxes due the County for the occupancy of rooms maintained by short-term rental services and online remarketers located within the County of Albany shall come before the Legislature for its approval, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Referred to Audit and Finance Committee – 9/14/20

Favorable Recommendation Audit and Finance Committee – 10/1/20



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 26, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



Legislation Text

File #: TMP-1876, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Transfer for Public Works

Date: August 26, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: D95110.4046 Fees for Services/D5110.4077 Road Materials
Source of Funds: DM5130.4102 Gas and Oil
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

2020 BUDGET AMENDMENT

[illegible]

BRIDGES TO BE INSPECTED

- 1) Helderberg Hudson Rail Trail over Vly Creek
2 build-up riveted steel plate girders supported on stone masonry abutments
Span 45’”
No Bin
- 2) Helderberg Hudson Rail Trail over State Farm Rd. (SR155)
Longitudinal steel thru-girders and transverse floorbeams supported on
cast-in-place concrete abutments with in-line wingwalls
Span 40’
BIN 7038610
- 3) Helderberg Hudson Rail Trail over New Scotland Ave. (SR85)
Three span steel thru-girder superstructure supported on steel pier bents and
cast-in-place concrete abutments and inline wingwalls
Span 78’
BIN 7032650
- 4) Helderberg Hudson Rail Trail over Delaware Ave. (SR443)
Three span thru-girder structure supported by concrete abutments and individual
steel columns
Span 138’
BIN 7025300
- 5) Helderberg Hudson Rail Trail over Elsmere Ave. (SR335)
Longitudinal steel thru-girders and transverse floor beam superstructure
supported on cast-in-place concrete abutments with in-line wingwalls
Span 49’
BIN 7046170
- 6) Helderberg Hudson Rail Trail over the Normanskill
2 pin connected “pratt” trusses supported on stone masonry abutments with
U-type stone masonry wingwalls
Span 184’
No BIN

- 7) Helderberg Hudson Rail Trail over South Pearl St. (SR32)
Single span steel thru-girder superstructure supported on cast-in-place concrete abutments with in-line wingwalls
Span 92'
BIN 7022460
- 8) Multi-Use Trail over Watervliet-Shaker Rd. (CR157)
2 prefabricated "pratt" steel trusses with steel floorbeams supported on poured concrete abutments and wingwalls
Span 30.48'
No BIN



Materials Price Quote

8 Southwoods Blvd., 4th Floor
Albany, NY 12211
Phone (518) 374-2222
Fax (518) 381-6775
Customer Service 1 (800) 446-8649 x 2
www.callanan.com

Callanan Industries, Inc. is pleased to quote the following prices on the below referenced project:

Customer Acct No.	144256	Date:	5/13/2020
Submitted To:	Albany Co DGS	Quote Number:	Q594636-2
Contact Name:	Nick Calordino	Project Address:	FOB Quarry South Bethlehem, NY
Address:	112 State St - Rm 1210 Albany, NY 12207	Quoted Date	5/13/2020
Contact Phone:	(518)-655-7918	Valid Thru Date	8/20/2020
Contact Email:	nicholas.calordino@albanycounty	Tax Exempt	Yes
Contact Fax:	ny.gov	Customer PO	

Project Name: CR 9 Slope Failure

Sales Rep:	James Elacqua	(518)-225-2539	James.Elacqua@callanan.com
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Location	Item Description	Approx. Tons (US Tons)	FOB Price/Ton
Stone - South Bethlehem	CRUSHER RUN	4,000	\$7.00
Stone - South Bethlehem	STONE FILL MEDIUM 620.04	1,000	\$12.00
Stone - South Bethlehem	STONE-FILL LIGHT 620.03	600	\$10.00
Stone - South Bethlehem	#1 MIX CRUSHED STONE	60	\$9.75

Special Notes:

Please see notation for
Exemption Certificate for Sales Tax

If project is tax exempt,
please send tax exempt form prior to material supply

Terms and conditions may be found on the following page.

Customer Signature _____

Salesperson Signature _____

James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.



Materials Price Quote

8 Southwoods Blvd., 4th Floor
Albany, NY 12211
Phone (518) 374-2222
Fax (518) 381-6775
Customer Service 1 (800) 446-8649 x 2
www.callanan.com

Exemption Certificate for Sales Tax

In compliance with tax bulletin TB-ST-240 from the New York State Department of Taxation and Finance, it is required that all customers submit a properly completed tax exemption certificate within 90 days from the date a sale is made. If an exemption certificate is not provided within 90 days, customers should apply for a refund of sales tax from the State of New York using form AU-11, "Application for Credit or Refund of Sales or Use Tax."

Terms and Conditions

Trucking is available at \$97.50/hour Tri-Axles and \$137.50/hour Flow Boy Trailers. Delivery charge for Medium & Heavy Stone Fill is \$120.00/hour portal to portal.

Above pricing is for normal daytime plant and delivery hours only, Monday through Friday. Additional charges will be assessed for night or weekend supply. Above Stone pricing is based on delivery with Dump trailers to a stock pile only.

Acceptance of order by Callanan Industries Inc. subject to terms and credit approvals.

New York State Sales Tax, if applicable, required by law to be paid by the purchaser. If you have any questions, please contact me at (518)-225-2539.

"If Seller's materials are being used to satisfy any MWBE/DBE/SDVOB participation goals, Buyer and Owner shall determine what work Buyer needs to perform in order for Buyer to perform a commercially useful function. Seller makes no representation whether this sale satisfies any MWBE/DBE/SDVOB participation goals."

To place an order or schedule delivery call 1-800-446-8649 x 2

24 hour notice is appreciated

Customer Signature _____

Salesperson Signature _____
James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.

Estimate for materials to repair 600 feet of Helderberg Hudson Rail Trail

AMOUNT	TYPE	Cost	TOTAL COST
75 T	Type 3 Binder	\$46.50 per ton	\$3,487.50
75 T	Type 6 Top	\$48.15 per ton	\$3,611.25
167 T	Item 2 Sub-base	\$9.15 per ton	\$1,528.05
121 T	Filter Stone	\$11.00 per ton	\$1,331.00
2 Rolls	Bedding Fabric	\$525.00 per roll	\$1,050.00
1 Roll	Non-woven fabric	\$295.00 per roll	\$295.00
13 rolls	Under drain 6"	\$100 per roll	\$1,300
2-3 yards	Topsoil	\$18 per yard	\$414.00
2 bags	Seed	\$50 per bag	\$100.00
		TOTAL	\$13,116.80
		Materials Est. =	\$15,000.00

*100' roll ÷ 1,260 feet = 12.60. Est - 13 rolls @\$100.00 per roll

RESOLUTION NO. 336

**AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET:
BRIDGE INSPECTION FEES, REPAIRS TO THE ALBANY COUNTY RAIL
TRAIL AND THE COUNTY ROUTE 9 SLOPE REPAIR PROJECT**

Introduced: 10/13/20

By Public Works and Audit and Finance Committees:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to amend the 2020 Department of Public Works Budget to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road in the amount of \$40,000, and

WHEREAS, The Commissioner has also requested authorization to amend the 2020 Department of Public Works Budget to cover the cost of repairs to the Albany County Rail Trail and the County Route 9 Slope Repair Project in the amounts of \$15,000 and \$40,000 respectively, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Department of Public Works Budget is amended as follows:

Decrease Appropriation Account DM5130.4 by decreasing Line Item DM5130 4 4102 Gas and Oil by \$95,000

Increase Appropriation Account D5110.4 by \$95,000 by increasing the following line items:

Line Item D5110 4 4046 Fees for Services by \$40,000

Line Item D5110 4 4077 Road Materials by \$55,000

and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 25, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Albany County DPW is requesting Legislative authorization to enter into an Agreement with the Town of Knox for the purpose of transferring a Cummins engine model ISM 350V bearing engine #35094462 (Engine) Manufactured on March 2004 to the Town of Knox. The engine is from a County owned International Dump Truck that has outlived its useful life and has become cost prohibitive for the County to maintain. The County used the truck as a donor vehicle for repairs on other County International Trucks. The County is in possession of the truck's engine, but no longer has this model vehicle in service, so we have no useful purpose for the engine.

The Town of Knox is in need of an engine for their 2007 International 7600 Dump Truck with Tenco Plow bearing VIN#1HTWXAHT57J453273. The engine in their truck suffered a catastrophic failure and is inoperable.

We are requesting the Legislature's approval to enter into a mutually beneficial agreement whereby the County would transfer the engine to the Town of Knox for use in their 2007 International 7600 Dump Truck, in exchange for the Town making the truck available to haul material for the County as needed.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



Legislation Text

File #: TMP-1878, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for an Agreement with the Town of Knox

Date: August 26, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed)

Transfer of a Cummins Engine to the Town of Knox

Contract Terms/Conditions:

Party (Name/address):

Town of Knox Highway Department

1411 Township Rd.

Altamont, NY 12009

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 0

Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

Click or tap here to enter text.

Appropriation Amount:

Click or tap here to enter text.

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

Click or tap here to enter text.

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

Click or tap here to enter text.

Length of Contract:

Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Albany County DPW is requesting Legislative authorization to enter into an Agreement with the Town of Knox for the purpose of transferring a Cummins engine model ISM 350V bearing engine #35094462 (Engine) Manufactured on March 2004 to the Town of Knox. The engine is from a County owned International Dump Truck that has outlived its useful life and has become cost prohibitive for the County to maintain. The County used the truck as a donor vehicle for repairs on other County International Trucks. The County is in possession of the truck's engine, but no longer has this model vehicle in service, so we have no useful purpose for the engine.

The Town of Knox is in need of an engine for their 2007 International 7600 Dump Truck with Tenco Plow baring VIN#1HTWXAHT57J453273. The engine in their truck suffered a catastrophic failure and is inoperable.

We are requesting the Legislature's approval to enter into a mutually beneficial agreement whereby the County would transfer the engine to the Town of Knox for use in their 2007 International 7600 Dump Truck, in exchange for the Town making the truck available to haul material for the County as needed.

RESOLUTION NO. 337

AUTHORIZING AN AGREEMENT WITH THE TOWN OF KNOX FOR THE PURPOSE OF TRANSFERRING AN INTERNATIONAL DUMP TRUCK ENGINE

Introduced: 10/13/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with the Town of Knox for the purpose of transferring a County-owned International Dump Truck engine to the Town that has become cost prohibitive for the County to maintain, in exchange for services, and

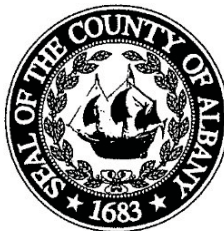
WHEREAS, The Commissioner has indicated the County is in possession of a Cummins model ISM 350V engine manufactured in March of 2004 that no longer has any useful purpose for the County, and

WHEREAS, This mutually beneficial agreement would allow for the aforementioned engine to be transferred to the Town of Knox Department of Public Works to install in its 2007 International 7600 Dump Truck in exchange for the Town making the truck available to haul material for the County as needed, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Town of Knox for the purpose of transferring a County-owned Cummins model ISM 350V engine to the Town in exchange for the Town making the truck available to haul material for the County as needed, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

September 17, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: National Grid Master Agreement Amendment & Budget Amendment Request
Resolution 196 of 2020**

Dear Mr. Joyce

The Water Purification District (District) is requesting legislative approval for a contract amendment to the existing Master Agreement for Energy Conservation and Management Services with National Grid (Grid). This contract was initially entered into to expedite the replacement of an existing 400 horsepower boiler that failed at the District's North Plant for an estimated cost of \$225,000. The District is seeking approval to increase the contract value to a not to exceed value of \$400,000. The cost increase is attributed to the need to assemble the boiler on site and replace the existing boiler exhaust breech. The cost also includes the engineering services associated with the design of a smaller more efficient boiler.

As the boiler replacement was not anticipated in this year's budget the District is also requesting approval of a budget amendment to transfer \$500,000 to the equipment repair and rental budget line to meet the estimated expenses for the boiler replacement. The \$500,000 is expected to cover the cost of the National Grid contract cost plus the asbestos abatement work that is needed for the boiler breech. The requested transfer is as follows:

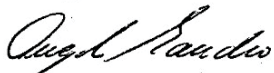
Increase fund line G98130.44070.10000 (Equipment Repair): \$500,000.

Decrease fund line G98130.44101.10000 (Electric): \$500,000.

The requested transfer is not anticipated to negatively impact the District's 2020 budget

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

A handwritten signature in black ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc. National Grid Master Agreement
 Resolution 196 of 2020

cc: Dennis A. Feeney, Majority Leader
 Rebekah Kennedy, Majority Counsel
 Frank Mauriello, Minority Leader
 Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1913, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract amendment to the existing National Grid Master agreement to increase the contract value from \$225,000 to \$400,000 and an associated budget transfer request.

Date: 9/15/2020
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep. Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☒ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: \$500,000/G98130.44070
Source of Funds: G98130.44101.10000
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

National Grid
300 Erie Boulevard West
Syracuse, NY 13202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$400,000 increase from \$225,000
Scope of Services: Boiler installation

Bond Res. No.: 196 of 2020
Date of Adoption: 6/8/2020

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

G98130.44070.10000

Appropriation Amount:

\$400,000 for Contract Amendment/\$500,000 for budget transfer

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

June 9, 2020 to June 8, 2025

Length of Contract:

5 years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

196 of 2020

Date of Adoption:

6/8/2020

Justification: (state briefly why legislative action is requested)

A contract amendment is requested to increase the National Grid contract value to reflect recent equipment and installation estimates provided by contractors. The existing Master Agreement for Energy Conservation and Management Services with National Grid (Grid) was initially entered into to expedite the replacement of an existing 400 horsepower boiler that failed at the District's North Plant for an estimated cost of \$225,000. The District is seeking approval to increase the contract value to a not to exceed value of \$400,000. The cost increase is attributed to the need to assemble the boiler on site and replace the existing boiler exhaust breach. The cost also includes the engineering services associated with the design of a smaller more efficient boiler.

As the boiler replacement was not anticipated in this year's budget the District is also requesting approval of a budget amendment to transfer \$500,000 to the equipment repair and rental budget line to meet the estimated expenses for the boiler replacement. The \$500,000 is expected to cover the cost of the National Grid contract cost plus the asbestos abatement work that is needed for the boiler breach. The requested transfer is as follows:

Increase fund line G98130.44070.10000 (Equipment Repair): \$500,000.

Decrease fund line G98130.44101.10000 (Electric): \$500,000.

The requested transfer is not anticipated to negatively impact the District's 2020 budget



ANDREW JOYCE
CHAIRMAN

COUNTY OF ALBANY
COUNTY LEGISLATURE
HAROLD L. JOYCE

NECOLE M. CHAMBERS
CLERK

ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207

PAUL T. DEVANE
FIRST DEPUTY CLERK

PHONE: (518) 447-7168 FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

June 18, 2020

Angelo Gaudio
Water Purification District
P.O. Box 4187
Albany, NY 12204

Dear Mr. Gaudio:

Enclosed, you will find a certified copy of the following resolution adopted by the Albany County Legislature on June 8, 2020.

Resolution: 196

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul T. Devane".

PAUL T. DEVANE

PTD: nc

cc: Karen Storm, Purchasing

ACWPD REC'D
'20 JUN 22

RESOLUTION NO. 196

AUTHORIZING A MASTER AGREEMENT WITH NATIONAL GRID REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT

Introduced: 6/8/20

By Public Works Committee:

WHEREAS, The Executive Director of the Water Purification District has requested authorization to enter into a Master Agreement (MA) with National Grid for energy conservation and management services regarding the engineering and construction services associated with the replacement of an existing 400 horsepower boiler at the District's North Plant in an amount not to exceed \$225,000 for a term commencing June 15, 2020 and ending December 15, 2020, and

WHEREAS, The Executive Director has indicated the proposed MA will expedite the process and allow the District to secure the needed engineering and construction services to include design, demolition work, environmental abatement of asbestos and lead, and equipment installation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a MA with National Grid for energy conservation and management services regarding the engineering and construction services associated with the replacement of an existing 400 horsepower boiler at the District's North Plant in an amount not to exceed \$225,000 for a term commencing June 15, 2020 and ending December 15, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 6/8/20

R. Joyce abstained.

**MASTER AGREEMENT FOR ENERGY CONSERVATION AND
MANAGEMENT SERVICES
(ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT),**

BETWEEN

The County of Albany, New York State

AND

Niagara Mohawk Power Corporation d/b/a NATIONAL GRID

This Master Agreement For Energy Conservation and Management Services ("Master Agreement") for energy conservation and management services is entered into as of the 9 day of June, 2020 ("Effective Date"), by and between the **County of Albany** ("The County"), and **Niagara Mohawk Power Corporation d/b/a National Grid** ("National Grid") having a principal office at **300 Erie Boulevard West, Syracuse, NY 13202** each, individually, a "Party" and collectively, the "Parties).

RECITALS

WHEREAS, National Grid and The County mutually desire to enter into this Master Agreement to be used by The County in obtaining from National Grid certain energy conservation and management services offered by National Grid under its Energy Transition Implementation Plan ("ETIP") programs, to facilitate partnering arrangements; and

WHEREAS, National Grid is willing to provide to The County certain energy conservation and management services, through the use of subcontractors, under National Grid's ETIP program; and

WHEREAS, The County acknowledges that it has negotiated and entered into this Master Agreement without having undertaken any competitive bidding process; and

WHEREAS, it is solely responsible for establishing its authority to be bound by the Master Agreement in the absence of such competitive bidding process; and

WHEREAS, National Grid and its Subcontractor(s) shall be collectively referred to herein as the "Contractor".

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

GENERAL CONDITIONS

GC.1 Purpose. The County desires assistance in performing certain energy conservation measures offered through ETIP programs within National Grid's service territory. The purpose of this Master Agreement is to facilitate the Installations through Task Orders. This Master Agreement sets forth the terms and conditions under which subsequent Task Orders may be entered into between the Parties.

GC.2 Definitions. Capitalized terms used in this Master Agreement shall have the following definitions:

The term **"Acceptance"** means the written acknowledgement by the authorized representative of The County approving of an individual phase or completed Installation pursuant to a Task Order

The term **"Contracting Officer"** means an official of The County authorized to enter into, administer, and/or terminate this Master Agreement on behalf of The County, and who is authorized to make related determinations and findings within the limits established pursuant to The County's Rules of Order and Purchasing Policy regulations. The County's Contracting Officer is the County Executive or Deputy County Executive.

The term **"Contracting Officer's Representative" or "COR"** means a local or project site representative of the Contracting Officer delegated specific limited authority, as set forth in a formal delegation letter signed by the Contracting Officer, for a given Task Order. In addition, it means the person who evaluates or inspects the Contractor's performance of service in accordance with the quality assurance surveillance plan written specifically for the contracted services to be evaluated. The County's Contracting Officer's Representative is the Executive Director of the Albany County Water Purification District.

The term **"Contracting Officer's Technical Representative" or "COTR"** means the representative performs technical monitoring of Contractor actions, is responsible for requesting products and services through contract, and manages day-to-day tasks of the contract.

The term **"Energy Conservation Measure" or "ECM"** means one or more Installations completed, or to be completed, under a Task Order, including one or more feasibility studies, engineering and design, operation and maintenance, and/or implementation of one or more Installations, which include, but are not limited to, energy, energy efficient maintenance, energy management services, facilities alterations, installation and maintenance of energy saving devices and technologies and demand side management offered through ETIP programs available within National Grid's service territory.

The term **"Energy Conservation Measure Cost" or "ECM Cost"** means the total cost of the Work, overhead and profit, for an ECM, less any financial incentive or rebates, if provided by the utility or government program. Payment for completed ECMs shall be calculated based upon the ECM Cost.

The term **"Energy Conservation Project" or "ECP"** means an identified project intended and designed to provide any of the following: energy savings, demand reduction, and/or energy efficiency improvements.

The term **"Installations"** means the installation of ECMs provided by the Contractor for The County offered by the Contractor under its Energy Transition Implementation Plan programs.

The term **"Occupied Period"** means the hours during which a facility or building is occupied or used in the normal course of business.

The term **"Proposal(s)"** has the meaning in Section GC.20.4.

The term **"Quality Control"** means a management function of the Contractor whereby control of quality is exercised for the purpose of preventing defective Installations. For purposes of this Master Agreement, quality control shall mean those actions taken by the Contractor to control implementation of Installations so they conform to the Task Order requirements.

The term “**Services**” has the meaning set forth in Section GC.4 below.

The term “**Subcontractor**” means any corporation, partnership or individual hired directly by National Grid to perform the services or provide the products contemplated under this Master Agreement and Task Orders resulting from this Master Agreement.

The term “**Task Order**” or “**T.O.**” means a project specific agreement executed under this Master Agreement for any feasibility study, engineering and design, implementation, and/or operation and maintenance of, or any activity related to an Installation. (A Task Order can also be identified as a “Delivery Order” or “D.O.”)

The term “**Termination Schedule**” means a schedule developed for each financed Installation which sets forth the interval(s) and amount(s) of payments required for the repayment of the Installation Costs, including any finance costs accrued.

The term “**Work**” – means all labor, materials, tools, equipment, services, transportation and/or other items required for the completion of the Installation.

GC.3 Term. This Master Agreement shall have a term of five (5) years. This Master Agreement may be terminated in its entirety by either Party upon thirty (30) days written notice to the other Party. Thereafter, no new Task Orders shall be entered into under this Master Agreement. Termination, modification or expiration of this Master Agreement shall not in any way affect Task Orders previously entered into under this Master Agreement. This Master Agreement shall be effective as of the Effective Date defined above.

GC.4 Services by the Contractor. The Contractor shall arrange for the provision of preliminary audits, feasibility studies, engineering and design studies, and all initial capital, labor, material, supplies and equipment to identify, implement, operate or maintain Installations in accordance with Task Orders entered into pursuant to this Master Agreement (“Services”). These Services may be ordered individually, as a group or in any combination under a single Task Order. Any and all such Services contemplated by this Master Agreement and any related Task Orders may be entirely performed through one or more subcontractors engaged by the Contractor. The County has selected Smart Watt.

Notwithstanding anything contained in this Master Agreement or any Task Order to the contrary, in no event shall the Contractor provide or perform any work, service or obligation under this Master Agreement that is contrary to or prohibited by law or National Grid’s tariffs.

GC.5 Information. Subject to confidentiality requirements and applicable law, The County shall provide the Contractor with any information requested by the Contractor needed to comply with regulatory requirements and/or work requirements. In the event the information requested by the Contractor is critical to the performance of the Work and cannot be provided by The County, the Contractor may terminate the Task Order and collect payment for Work completed through the date of termination.

GC.6 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. None of the terms herein is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party. Each Party agrees to be wholly responsible for and to pay when due all federal, state, and local taxes and contributions for unemployment insurance.

GC.7 Subcontractor Selection. Subject to Section FP.7 below, National Grid shall assign all of the Work under a Task Order to the Subcontractor(s). When practical, National Grid shall competitively select the Subcontractor(s) for the purpose of determining the reasonableness of

the Subcontractor's(s') prices. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

Subcontractor(s) selection shall be based on cost, experience, past performance, reliability, and such other factors as National Grid may deem appropriate, as long as such factors are necessary to meet The County's minimum needs including but not limited to Insurance, workman's compensation, and a criminal background check. The County shall have the right to approve or disapprove of the Subcontractor(s) proposed by National Grid in the Proposal.

All Subcontractor work shall comply with prevailing wage rates, pursuant to New York State's requirements.

GC.8 Authority of Contracting Officer. The County's Contracting Officer shall be the only official authorized to enter into and/or modify a Task Order entered into under this Master Agreement on behalf of the County.

GC.9 Ownership of Work Product. The County may elect not to use the Contractor to perform Installations. If The County so elects, it will pay for any accepted Work, including any equipment, completed studies, and engineering and design Work. Title to Work performed by the Contractor for The County under a Task Order shall become the property of The County at the time of Acceptance of the Work provided that The County has paid for such Work pursuant to this Agreement.

GC.10 Responsibility for Operation and Maintenance. The operation and maintenance will be pursuant to any Task Order executed under this Master Agreement.

GC.11 Other County Projects. The County shall have the right to enter into other agreements similar to this Master Agreement for energy conservation work, such as without limitation, implementing equipment installation, construction projects and ECMs, including installing new energy conservation equipment, removing existing energy consuming equipment, or adding new energy consuming equipment. The County will notify the Contractor prior to implementing projects that may affect Installations under this Master Agreement. In the event The County's activities hereunder hinder the Contractor's work schedule or cause the Contractor to incur additional costs to accommodate same, the County shall be liable to the Contractor for such additional costs and expenses to complete the Work and for Services.

GC.12 Reserved.

GC.13 Emission Credits. All on-site emission credits earned by virtue of Task Orders entered into hereunder shall be the property of The County.

GC.14 Order of Precedence. In the event of any conflicts between this Master Agreement and any other document executed hereunder then this Master Agreement shall prevail unless otherwise agreed to between the Parties and set forth in a Task Order.

GC.15 Reserved.

G.C.16 ECM Proposal. The Contractor shall submit an Installation proposal setting forth a prioritized list of the recommended ECPs, a preliminary estimate of the cost to implement each ECP, the total costs for implementing the Installation (including estimated feasibility study, engineering and design, and implementation costs), and estimated cost savings. Additionally, The County may request a proposal from the Contractor in order for The County to evaluate of Installations.

GC.17 ECM Restrictions. The County is solely responsible for establishing authority to enter into this Master Agreement and any Task Order, and hereby warrants and represents that it shall comply with all applicable state and local laws in entering into this Master Agreement and any Task Order. Moreover, The County shall not consider ECMs that include:

- a) ECMs which would violate any federal, state, or local laws or regulations,
- b) ECMs which degrade performance or reliability of existing The County's equipment, and
- c) ECMs that violate the then current versions of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code.

GC.17.2 Facility Performance Requirements of ECMs. ECMs proposed by the Contractor shall conform to the following facility performance standards:

- a) Lighting levels shall meet the minimum requirements of the then current Illuminating Engineering Society (IES) Lighting Handbook; and
- b) ECMs shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. In proposing an ECM, the Contractor may assume the building function will remain constant unless otherwise indicated by The County.

GC.18 Task Orders. Following the evaluation of the ECM proposal, The County may elect to execute a Task Order with the Contractor for the evaluation, implementation or operation and maintenance of the ECM.

The Task Order may have five phases: (1) Audit (when applicable), (2) Feasibility Study Phase (when applicable), (3) Engineering and Design Phase (Investment Grade Audit), (4) Implementation Phase and (5) Operation and Maintenance Phase. Because the extent of all the Work is unlikely to be known at the time the Task Order is entered into, these phases shall be line items under the Task Order, and shall be issued with an estimated Termination Schedule at the time the Task Order is executed. However, Work will not commence on a particular phase unless and until a statement of work and a price for that phase have been mutually agreed upon by the Parties.

Upon completion and Acceptance of a Feasibility or Engineering and Design Phases, The County may elect to:

- a) pay the ECM Cost for each completed Phase within thirty (30) calendar days of being invoiced, or
- b) defer payments for that Phase until the end of the next Phase at which time The County shall pay the ECM Cost for each completed Phase within thirty (30) calendar days of invoice, or
- c) include such amounts in the ECM Cost, if The County elects to proceed with the Implementation Phase.

If The County elects not to proceed with the next Phase, it shall pay the Contractor the ECM Cost for the prior completed Phases, as negotiated by the Parties in the Task Order. A decision to proceed or not to proceed with the next Phase must be made within sixty (60) days of receipt of a written request from the Contractor. Only the Contracting Officer shall be authorized to exercise The County's option to proceed to the next Phase, and such exercise shall be provided in writing within sixty (60) days of receipt of a statement of work and price.

The timing and amount of The County's payments of appropriated funds for the Operation and Maintenance Phase shall be determined in the Task Order. The County represents that it shall comply with all applicable state funding appropriation requirements.

GC.19 Reserved

GC.20 ECM Engineering and Design Phase. If applicable, after evaluation and Acceptance of the Feasibility Study Phase, The County may elect to proceed with the Engineering and Design Phase. Prior to proceeding, the Parties shall agree upon a statement of work for all engineering and design services necessary for the implementation of a particular ECM, a time frame for completion of the Work, and a price or cost cap for engineering and design work for the ECM. If The County elects to proceed with the Implementation Phase as set forth below, the cost of the engineering and design work shall be rolled into the total ECM Cost. The Task Order shall include an estimated amortization schedule for the ECM.

GC.20.1 Verification of Floor Plans. The Contractor shall review any floor plans provided by The County and verify that such floor plans meet the specifications provided to the Contractor by The County. .

GC.20.2 Contractor's Design Review. Task Orders prepared by the Contractor shall be provided to permit adequate time for The County review of engineering and design work, as negotiated in the Task Order.

GC.20.3 Site Plans. If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared and submitted by the Contractor in the Proposal for The County's review and approval. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

GC.20.4 ECM Implementation Proposal. Upon completion and Acceptance of the Engineering and Design Phase, the Contractor will submit to The County an ECM implementation proposal (the "Proposal"). If requested by the Contracting Officer, the Contractor will be required to present a briefing to The County explaining the Proposal. The County shall evaluate the Proposal for technical soundness and price reasonableness. If The County elects to proceed with the ECM, the Contractor and The County shall agree upon a complete scope of work with specifications, time for performance, ECM cost, source and cost of capital, payment terms, amortization schedule, and final Termination Schedule.

GC.21 ECM Implementation Phase. The Contractor shall perform work in accordance with the Task Order.

GC.22 Entire Agreement. This Master Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

GC.23 Amendment. This Master Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

GC.24 Not Retroactive. Any termination, modification, or expiration of this Master Agreement shall not retroactively affect Task Orders previously entered into under this Master Agreement, nor shall it affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's tariffs, rates, rules, regulations, riders, practices, or terms and conditions of service as may be modified, amended, or supplemented by the Contractor.

GC.25 Governing Law. This Master Agreement shall be governed and construed in accordance with the laws of Albany County and the State of New York without regard to the

principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Master Agreement and agrees that the designated venue shall be in Albany County.

WARRANTIES AND REMEDIES

WR.1 Warranties. The Contractor shall pass through to The County all warranties on equipment installed pursuant to a Task Order.

In the event the Contractor provides O&M services, a separate warranty may be negotiated for such services.

WR.2 No Other Warranties. The warranties set forth in WR.1 are exclusive and in lieu of all other warranties. The Contractor makes no other representations, warranties or guarantees in connection with Work, Installations, Services or other items provided in connection with this Master Agreement and Task Orders. The Contractor does not make any representations or warranties of any kind regarding the benefits or energy savings to be achieved by, or the adequacy and safety of, the ECMs, ECPs or any other equipment or products provided under this Master Agreement. The County understands and agrees that Contractor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, the ECMs. The Contractor does not endorse, guarantee or warrant any manufacturer or product including warranties of merchantability or fitness for a particular purpose. Any warranties provided by the original manufacturers, licensors or providers of material, equipment or other items provided or used in connection with this Master Agreement ("Third Party Warranties") are not warranties of the Contractor and the Contractor makes no representations, warranties or guarantees as to the applicability or enforceability of such Third Party Warranties. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.3 Contractor Limitation of Liability. The Contractor shall not be liable in any way to The County for any special, incidental, indirect, penal, punitive or consequential damages in connection with this Master Agreement or subsequent Task Orders. In no case shall the Contractor's liability to The County, regardless of the amount of claims or theory of liability, exceed the price for the Work and Services paid by The County under the Agreement. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.4 Reserved.

WR.5 Prompt Payment. The County shall promptly pay all invoices for Work and Services performed under each Task Order. The Contractor shall submit an Albany Claim Form to The County and, upon review and approval of the Claim Form by the Albany County Water Purification District ("ACWPD"), The County shall render prompt payment to the Contractor. Late payments made by The County to the Contractor shall accrue interest at the then prevailing rate applicable under the New York Public Service Law, or as may otherwise be provided in the Task Order.

WR.6 Reserved.

WR.7 Differing Site Conditions. In the event site conditions differ materially from those contained in the Task Orders due to conditions that could not be reasonably viewed during the ECM phase or Task Orders development phase, additional costs incurred by the Contractor due to the differing conditions shall be negotiated, and the ECM Cost shall be increased to reflect an equitable adjustment to reflect the actual cost increase.

FINANCING AND PAYMENT PROVISIONS

FP.1 Reserved.

FP.2 Financial Incentives, Rebates, and Design Assistance: The County will receive the same financial incentives, rebates, design review, goods, services, and/or any other assistance provided without charge, that is generally available to eligible customers of a similar rate class or size.

Proposals under this Master Agreement are not commitments of any ETIP program incentives, which are authorized under separate offerings from the respective ETIP program administrators.

FP.3 Reserved.

FP.4 Reserved.

FP.5 Pre-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) prior to Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

FP.6 Post-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) after Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

FP.7 Assignment of Claims. The County payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

SPECIAL REQUIREMENTS

SR.1 Environmental Protection. The Contractor shall comply with all applicable federal, state and local laws, regulations and standards regarding environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Navigation Act, the Hazardous Materials Transportation Act, and their New York State analogs (collectively "the Environmental Laws"). All environmental protection matters shall be coordinated with the Contracting Officer or designated representative. If the Contractor causes any release or discharge beyond the reportable quantity of a hazardous substance, oil, pollutant or hazardous material (collectively "Hazardous Materials"), as those terms are defined in the Environmental Laws, resulting from its operation on The County property in connection with the implementation of ECMs the Contractor shall immediately notify the Contracting Officer and perform a cleanup, in accordance with the Environmental laws. The Contractor shall comply with the instructions of The County with respect to avoidance of conditions that create a nuisance or create conditions that may be hazardous to the health of any personnel.

SR.2 Environmental Permits. Unless otherwise specified, the Contractor shall provide all required environmental permits and/or permit applications necessary to comply with all applicable federal, state and local requirements prior to implementing any ECM in the performance of a Task Order executed pursuant to this Master Agreement. If any such permit or permit application requires the signature or other cooperation of The County as owner/operator of the property, The County agrees to cooperate with the Contractor in obtaining any necessary permit or permit

application and be responsible for all such costs.

SR.3 Handling and Disposal of Hazardous Materials. The County understands and agrees that (i) the Contractor has not inspected, and will not inspect, the project site in connection with a proposed ECM for the purpose of detecting the presence of pre-existing Hazardous Materials that relate to an ECM or any project site, and (ii) The County shall retain sole responsibility for the proper identification, removal, transport and disposal of any fixtures, components thereof, or other equipment or substances incidentally containing pre-existing Hazardous Materials, except as specifically agreed to by the Contractor pursuant to Paragraphs SR.4 and SR.5 (below).

If the Contractor, during performance of the work under a Task Order executed pursuant to this Master Agreement, has reason to believe that it has encountered or detected the presence of pre-existing Hazardous Materials, the Contractor shall stop work and shall notify The County. The County will evaluate the site conditions and notify the contractor of the results of this evaluation. The Contractor shall not be required to recommence work until this situation has been resolved. Any delay resulting there from shall be grounds to request an increase in the ECM Cost to the extent that such delay increases ECM Costs.

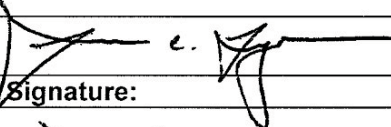
SR.4 Asbestos and Lead-Based Paint. To the extent provided for in a Task Order executed pursuant to this Master Agreement, in connection with the implementation of any ECM, the Contractor may agree to remove pre-existing asbestos containing material or lead-based paint, incidental to implementation of an ECM. However, unless the Contractor explicitly agrees in said Task Order to perform any portion of the testing, removal or abatement of the pre-existing asbestos or lead-based paint as part of the scope of work for any ECM, and unless the Task Order specifically references this Paragraph SR.4, The County shall be deemed to be solely responsible as provided for in Paragraph SR.3.

If the Contractor in the course of ECM implementation disturbs suspected lead-based paint or asbestos containing material, it may propose to The County that it perform any portion of the testing, removal, or abatement of the lead-based paint or asbestos containing material. Said proposal will include the requested increase in the ECM Cost on account of such additional work. The Contractor will not commence work involving additional cost without approval of the Contracting Officer. In the absence of an agreement to the contrary, the provisions of Paragraph SR.3. (above) shall apply.

In the event the Contractor agrees to include any portion of the testing, removal or abatement of the asbestos within the scope of work for an ECM implemented as described above in this Paragraph, the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

SR.5 Refrigerants, Fluorescent Tubes and Ballasts. To the extent provided for in a Task Order executed pursuant to this Master Agreement in connection with the implementation of any ECM, the Contractor shall remove and/or dispose of all ozone depleting refrigerants, fluorescent tubes and fluorescent magnetic core and coil ballasts incidental to an ECM to the Hazardous Materials Disposal site (HAZMAT) on the installation. If there is no HAZMAT on the installation, any Hazardous Materials described in this Paragraph SR.5 that are produced as a result of an Installation will be disposed in accordance with all applicable federal, state and local laws and regulations, provided however, that the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For "The County"	For the "Contractor"
The County of Albany	Niagara Mohawk Power Corporation d/b/a National Grid
	
Signature:	Signature:
Daniel C. Lynch	
Printed Name:	Printed Name:
Title: Deputy County Executive	Title:

APPROPRIATIONS							
ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
G 98130 4	4070	0	Equipment Repair and Rental	500,000.00	0.00		Water Purification District
G 98130 4	4101	000	Electric		500,000.00		Water Purification District
TOTAL APPROPRIATIONS				500,000.00	500,000.00		
ESTIMATED REVENUES							
ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 0000	0	0000 000		0.00	0.00		
AA 0000	0	0000 000		0.00	0.00		
TOTAL ESTIMATED REVENUES				0.00	0.00		
GRAND TOTALS				500,000.00	500,000.00		

RESOLUTION NO. 338

AMENDING RESOLUTION NO. 196 FOR 2020 REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT AND AMENDING THE 2020 WATER PURIFICATION DISTRICT BUDGET

Introduced: 10/13/20

By Public Works Committee:

WHEREAS, By Resolution No. 196 for 2020, this Honorable Body authorized a Master Agreement (MA) with National Grid for energy conservation and management services regarding the engineering and construction services associated with the replacement of an existing 400 horsepower boiler at the District's North Plant in an amount not to exceed \$225,000 for a term commencing June 15, 2020 and ending December 15, 2020, and

WHEREAS, The Executive Director of the Water Purification District has requested an amendment to the aforementioned agreement in the amount of \$175,000 to cover the cost of the National Grid contract work needed for the boiler breech for a total amount of \$400,000 rather than \$225,000, and

WHEREAS, The Executive Director has also requested authorization of a budget amendment in the amount of \$500,000 to ensure costs are covered to assemble the boiler on site and replace the existing boiler exhaust breech, and for the engineering services associated with the design of a smaller, more efficient boiler, plus the cost of asbestos abatement, as needed, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 196 for 2020 is hereby amended in the amount of \$175,000 to cover the cost of the National Grid contract needed for the boiler breech for a total amount of \$400,000 rather than \$225,000, and, be it further

RESOLVED, That the Water Purification District 2020 Budget is amended as follows:

Decrease Appropriation Account G8130.4 by \$500,000 by decreasing line item G8130 4 4101 Electric by \$500,000

Increase Appropriation Account G8130.4 by \$500,000 by increasing line item G8130 4 4070 Equipment Repair and Rental by \$500,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 8, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives annual federal funding in the amount of \$245,145 for the provision of child care registration services and associated Albany County Department of Social Services (DSS) administrative costs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS and for the County to receive State funding for the project. The Department is also requesting authorization to renew our subcontract with Brightside Up, Inc. (formerly the Capital District Child Care Coordinating Council [CDCCCC]) to perform family day care services.

Brightside Up provides the registration and inspection of all child day care providers in Albany County that our department serves through comprehensive evaluations and reviews such as health requirements, safety requirements, criminal history checks, child abuse and maltreatment checks. They also conduct investigations and track complaints made against providers, provide outreach to low income neighborhoods in a concentrated effort to network and continually develop family day care providers. In addition they assist families in finding safe and qualified child care, provide training to providers and parents alike in areas such as early learning and development as well nutrition and physical activity.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1886, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Brightside Up)

Date: 9/1/2020
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Brightside Up, Inc.

91 Broadway

Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$245,145

Scope of Services: Provide OCFS pass through funding to Brightside Up for the provision of full Registrar Services in Albany County that includes initial and renewal registration/licenses, annual inspection, complaint investigation, safety assessments, training and support for all existing and potential family day care providers and school-age child care sites.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐County Budget Accounts:

Revenue Account and Line: AA6010 04610

Revenue Amount: \$245,145

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$245,145

Source of Funding - (Percentages)

Federal: 100%

State: 0

County: 0

Local: 0

Term

Term: (Start and end date) 1/1/2021 -12/31/2021

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 15

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives State pass through funding in the amount of \$245,145 for the provision of family day care services and associated Albany County Department of Social Services administrative costs. There is no County Share for this program.

NYS has selected Brightside Up, Inc. (formerly the Capital District Child Care Coordinating Council [CDCCCC]) as a subcontractor for the following services: Completion of family day care home registration applications, school age child care registration applications, inspections and safety assessments of family day care homes and school age child care programs, and investigations of complaints against registered programs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS, receive State funding for the project and to renew our sub- contract with Brightside Up, Inc. to perform these services in an amount not to exceed \$233,065.00 that is contingent upon the funding level that has been approved by OCFS. Note that Albany County Department of Social Services keeps an allowable administrative reimbursement, which explains the difference in total funding amount and Brightside Up contract amount. Since this is a NYS selected provider of service an RFP is not required.

As the current provider, Brightside Up, Inc. is satisfactorily meeting the required performance target expectations. There are currently 435 active providers who provide care to 816 Albany County families receiving assistance.

**AGREEMENT
 BETWEEN
 THE COUNTY OF ALBANY
 AND
 BRIGHTSIDE UP, INC.
 FOR
 DAY CARE REGISTRATION AND INSPECTION PROGRAM
 PURSUANT TO RESOLUTION NO. 15 ADOPTED 2/10/2020**

This is an Agreement 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"), Albany County Office Building, 112 State Street, Albany, New York 12207 and Brightside Up, Inc. (formerly Capital District Child Care Coordinating Council) located at 91 Broadway, Menands, NY 12204 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, New York State Office of Children and Family Services (hereinafter referred to as "OCFS") has heretofore requested proposals for the 2012 and/or the 2013 Child Care Resource and Referral and Infant/Toddler Regional Services request for proposals for the Albany County Department of Social Services, said request for proposals is incorporated by reference into this Agreement, and

WHEREAS, the Provider had heretofore submitted a proposal for family day care registration and inspection services in connection with the above-mentioned request for proposals, and

WHEREAS, the County has accepted the offer of the Provider to provide family day care registration services.

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

ARTICLE I. SCOPE OF SERVICES

As part of this Agreement, the Provider shall provide all services set forth in Exhibit 1 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 NYS Office of Children and Family Services (OCFS) will be able to fulfill their function and responsibility.

The Provider shall deliver the services 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 more fully described in Exhibit 1.

The Provider agrees to comply in all respects with the provisions of this Agreement and any schedules or 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 or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

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

The Provider agrees that OCFS shall have the same access to any books, documents, records and other information relevant to the project as is provided to the County and to the State.

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

ARTICLE 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. It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and the attendance of all registration staff of the provider will be required as determined by OCFS Regional Office staff.

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

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

ARTICLE VIII. ACCOUNTING RECORDS

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

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

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

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a monthly basis in accordance with the budget amount set forth in Exhibit 2 and performance standards specified in Exhibit 1, such Exhibits being attached hereto and made a part hereof, but in no event shall that total cost exceed the sum of **TWO HUNDRED THIRTY-THREE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$233,065.00)**.

Fees for the services provided shall be payable upon submission by the Provider of a County claim form signed by the Provider submitted to the Albany County Department of Social Services. The claim form or attached invoice must contain itemized details of the services rendered. Fees for service shall be based on the Provider's compliance with all applicable timelines, operating

procedures, and other requirements, including those of the Child Care Facility System. If it is determined that the Provider has not met the acceptable Quarterly Standard, the applicable penalty will be withheld and the amount paid to the Provider will be reduced accordingly.

ARTICLE X. NON-APPROPRIATIONS

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

ARTICLE XI. 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 XII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing services under this Agreement, 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 and State of New York are named as additional insured.

ARTICLE XIII. ASSIGNMENTS

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

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

ARTICLE XIV. CONFLICT OF INTEREST

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

ARTICLE XV. NON-DISCRIMINATION

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

ARTICLE XVI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York.

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, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XVIII. 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 XIX. 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 XX. REMEDY FOR BREACH

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

ARTICLE XXI. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2020 and will continue in effect through December 31, 2020. It is agreed upon by the Provider that performance beyond the scope of this Agreement will not be paid for by the County.

ARTICLE XXII. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XXIII. 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 XXIV. 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 XXV. MODIFICATION

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

ARTICLE XXVI. 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.

COUNTY OF ALBANY

DATE: 3-17-2020

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

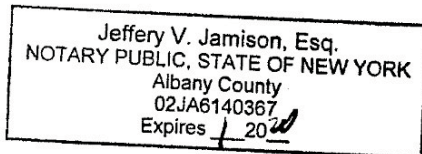
BRIGHTSIDE UP, INC.

DATE: 3/5/2020

BY: Albi Kovacs
 Signature
Executive Director
 Title

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

On the 17th day of March, 2020, 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.



[Signature]
NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

On the 5 day of March, 2020, before me, the undersigned, personally appeared Abe Kovach 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.

KEELY WEISE
Notary Public State of New York
Qualified in Schenectady County
No. 01WE5026295
Commission Expires 4/18/22

[Signature]
NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

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

<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, Abbe Kováčik, do hereby affirm that during the term of Albany County's contract with Brightside Up, Inc., for the provision of Registration Services, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 3-5-2020

By: _____

Abbe Kováčik

Signature

Executive Director

Title

SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Brightside Up, Inc.
 Organization

Ally Rowland
 Authorized Signature

Executive Director
 Title

3-5-2020
 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.

Brightside Inc.
Organization

Organization _____

 Authorized Signature

Authorized Signature Executive Director 3/5/2020
Title Date

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

EXHIBIT 1

Scope of Services

1. Processing Registration Applications

- a. Brightside Up, Inc. will conduct Family Day Care (hereinafter referred to as "FDC") Information Sessions in locations convenient to bus lines and in lower income neighborhoods. For those individuals or agencies interested in opening school-age programs, technical assistance about the process will be provided on a one-to-one basis.
- b. Registration/Orientation sessions will be at the below site which Brightside up, Inc. anticipates using for Information Sessions when needed:
 - ♦ Brightside Up, Inc., 91 Broadway in Menands
- c. Requests for a family day care application will be forwarded to Brightside Up, Inc. Technical assistance will be provided to individuals needing help with the application packet either on the phone or in person at Brightside Up, Inc. On a limited basis, home visits may also be coordinated to provide technical assistance.
- d. Applications will be reviewed to ensure that information has been filled out completely. If documentation is not complete, the Registrar will call the applicant or send a letter if the applicant cannot be reached by telephone. The State Central Registry clearance form will be provided online. To check references, letters will be mailed to those individuals listed. If a letter is returned as undeliverable, calls will be made to the references.
- e. Form letters will be mailed out to legally exempt providers within five days of receipt of their initial or renewal applications to notify them of their application status.
- f. A computerized data base will continue to be maintained to monitor expiration dates of legally exempt providers' registrations. Legally exempt providers will be notified with a form letter and registration renewal packet mailed out 120 days prior to the expiration of their registrations.
- g. Applications will be evaluated according to the legally exempt provider's documentation of meeting criteria such as:
 - Health requirement verifying that the provider has received a physical examination by a medical practitioner and a documented TB test, and that the providers' children and other residents of the home do not have health conditions which could endanger the children in the family day care
 - Safety requirement verifying an inspection of a gas space heater, wood burning stove, fireplace, or well/spring water (if the family day care home does not have municipal water)
 - References attesting to the legally exempt provider's ability to provide child care
 - State Central Registry of Child Abuse and Maltreatment clearing the name of the applicant and other residents of the home who are eighteen years of age or over
 - Criminal History Record Check by the Division of Criminal Justice Services of applicants, household members, and staff
 - Environmental hazards statement
 - Health care and evacuation plan

A recommendation of approval or disapproval of a registration application will then be made to the Albany Regional Office Bureau of Early Childhood Services.

2. Conducting Investigations and Tracking Complaints

- a. The Registrars will conduct an initial inspection at the site of each potential registered FDC home and School Age Child Care (hereinafter referred to as "SACC") site. 100% of the

existing sites will be inspected annually. At each of these unannounced inspection visits, a full compliance study will be made according to established guidelines. As part of the compliance assessment, minor violations will be noted and technical assistance provided for correcting violations. Violations of a more serious nature will be referred to the Albany Division of Child Care Services for enforcement. A safety assessment will be conducted upon receipt of a criminal record to aid in the determination of potential enforcement action.

- b. Upon receiving a complaint from the Albany Regional Office, the Registrar will visit the family day care home or school-age program within twenty-four hours if the complaint indicates that children may be in imminent danger. Serious complaints will be investigated within five days. In all other instances, inspection visits will be made within fifteen days of receiving the complaint (including programs that have failed to register).

During the on-site visit, an assessment will be made to substantiate if the complaint is a minor violation or of a serious nature. For minor violations, technical assistance will be provided to correct the condition. If the complaint is considered serious, it will be referred immediately to the Albany Regional Office of OCFS. After an enforcement action, multiple monitoring visits are conducted by the according to the guidelines established by OCFS.

While a complaint is being investigated, no public referrals (hereinafter referred to as "NPR") will be made to the family day care providers' home or school-age program according to guidelines established for complaint procedures by OCFS. When a complaint is resolved, the NPR status will be removed and referrals made to the program may resume.

- c. A letter will be hand-delivered to an unregistered provider (who exceeds the legal number of children) informing the caregiver of the option to become registered, the benefits of becoming registered, start-up funding availability, etc. If the provider desires to remain unregistered, information will be given about operating a child care business for only two children on an informal basis which is legally exempt from regulation. If the provider desires to remain unregistered and refuses to take the corrective action of reducing the number of children in care, the matter will be turned over to OCFS Albany Regional Office for enforcement.
- d. Upon receipt of the renewal application, if there are unresolved regulatory violations or complaints, or if the provider has failed to meet mandated training requirements, an unannounced site visit may be made. If, despite technical assistance, a plan for corrective action cannot be developed, the matter will be referred to the OCFS Albany Regional Office for enforcement.
- e. A computerized data base will be maintained for each provider to track inspection reports, compliance documentation, or corrective actions. In addition to this data base, information will be retained on paper in files for individual providers.
- f. When Brightside Up, Inc. receives a complaint regarding regulatory violations or child abuse/neglect, the person will be given the appropriate number to call at the OCFS Albany Regional Office as required by state policy. If a complaint involves a non-regulatory matter and is of a personal nature, such as payment of fees, the Registrar and other Child Care Council staff working in this program area will offer technical assistance concerning contracts between providers and parents, program policies.

3. Provider Grievances

The Registrar will inform providers that Brightside Up, Inc. has a grievance procedure which providers may use to present grievances about the operation of the Family Day Care Registration Services program and the right of the provider to appeal. The Child Care Council will inform providers and the Albany County Department of Social Services of this procedure. According to Family Day Care licensing regulations at 18 New York Codes, Rules and Regulations (hereinafter referred to as "NYCRR") 417.18 and School-Age Child Care licensing regulations at 18 NYCRR 414.18 (Enforcement of Regulations and Hearings), a family day care provider or school-age program has the right to a hearing to determine if the provider/program has failed to comply with applicable law and regulation. After the hearing, determinations are made to reject, revoke, terminate, suspend or limit registration, or impose civil penalties.

4. Outreach to Lower Income Neighborhoods

Outreach to lower income neighborhoods will be an extension of the promotional work that Brightside Up, Inc. currently does to advertise information sessions for family day care providers. Brightside Up, Inc. will continue to network with community based agencies in Albany County. Outreach activities will include placing information in community based newsletters, posting fliers, participating in community fairs and events, and meeting with agencies and local groups such as:

- ♦ Cornell Cooperative Extension of Albany County
- ♦ Capital District Educational Opportunity Center Urban League
- ♦ Whitney Young Health Center
- ♦ Residents groups within the Albany Housing Authority
- ♦ Neighborhood Associations in Albany
- ♦ Weed and Seed Program
- ♦ St. Patrick's Child Care Program

Brightside Up, Inc. will have staff (currently 2 persons) that is fluent in Spanish who can provide assistance. Potential applicants are also encouraged to call the agency on the number (800) 521-KIDS if they do not have telephone access. The agency will also have Notary(ies) Public on staff (currently 2 persons) who can verify a signature for the required notarization on the application.

Brightside Up, Inc. will continue to distribute a packet of materials which consists of the health and safety grant application, information for ordering forms to be used in the family day care business, and technical assistance tip sheets (including taxes, insurance, process time line, and start-up expenses) in starting the business. These materials will be provided for every participant at an Information Session.

Other supports will include information about purchasing such items as receipt books, contract and policy handbooks, *Calendar Keepers* for business record management, etc. Copies of these publications will be also available from the Brightside Up, Inc. Resource Lending Library.

5. Documentation

Brightside Up, Inc. will provide reports, written assessments, or other documentation as required by the NYS OFCS Albany Regional Office and the Albany County Department of Social Services. The agency will maintain any additional books, documents, or records as required by federal, state, or county governments for inspection, review, or audit.

6. Compliance

Brightside Up, Inc. will comply with all current and subsequent rules, regulations, and laws (primarily, but not limited to, those in 18 NYCRR Parts 414 and 417) pertaining to the provision of the registration program services.

7. Staffing

Brightside Up, Inc. will assure that appropriate staff provides registration services, information programs, investigations, inspections and complaint investigations. These activities will be subject to monitoring by the Albany County Department of Social Services. Any and all documentation associated with these program activities will be made available to the Albany County Department of Social Services upon request.

8. Cooperation and Participation

Brightside Up, Inc. will cooperate and participate in any endeavors incident to the delivery of the registration program services, including but not limited to, testimony for fair hearings, grievance hearings and notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and in any other matters of procedures. It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required as determined by the OCFS Regional Office for Albany County.

9. Other Relevant Information

As part of the six-county (Albany, Fulton, Montgomery, Rensselaer, Saratoga, and Schenectady) network, Brightside Up, Inc. will continue to provide full services including registration, training, CACFP, and/or Health and Safety grants to existing and potential family day care providers and school-age child care sites.

It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

The same rules of confidentiality and professional conduct that are required of all registration staff in the LDSS and the DCCS Regional Offices are required of Brightside Up, Inc. staff.

10. Standard Performance levels

A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the successful Provider has reached an acceptable level of compliance for the quarter. The determination of whether the Provider met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Provider's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office 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 the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Provider demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Provider in writing of the Office's approval of any such waiver request, or shall notify the Provider of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Provider registration staff will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Provider registration staff will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action.

All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Complaint Investigations

The Provider registration staff will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Provider registration staff will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames.

The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Annual Inspections

The Provider registration staff will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Provider registration staff will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid-point requirements. The Provider registration staff will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Provider will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined

necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Provider shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Provider will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Provider will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Provider will maintain the Office-approved Provider staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Provider of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective DCCS Regional Office Manager. The Provider will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Provider is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months

old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

(s).

11. Training

It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

EXHIBIT 2**Sub-Contract Agency: Brightside Up, Inc.****Period: January 1, 2020 - December 31, 2020****Albany County****Budget Summary**

Expense Category	OCFS Funds	Total Cost
A. Personal Services		
1. Personnel	\$164,589	\$164,589
2. Fringe Benefits	\$29,626	\$29,626
3. Total (Lines 1 + 2)	\$194,215	\$194,215
B. Non-Personal Services		
4. Contractual/Consultant	\$28,660	\$28,660
5. Staff Travel/Per Diem	\$5,065	\$5,065
6. Equipment	\$0	\$0
7. Supplies	\$3,400	\$3,400
8. Other Expenses	\$1,725	\$1,725
9. Total (Total Lines 4 to 8)	\$38,850	\$38,850
C. Project Total (Lines 3 + 9)	\$233,065	\$233,065

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 Brightside Up, 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, 2020 – December 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2020

100

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 Marshall & Sterling Upstate, Inc. 300 Route 23B Leeds NY 12451		CONTACT NAME: Stacey Newman PHONE (A/C, No, Ext): (518) 943-3900 FAX (A/C, No): (518) 943-7440 E-MAIL ADDRESS: snewan@marshallsterling.com	
INSURED Brightside Up, Inc. 91 Broadway Albany NY 12204		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Co of NY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22136	

COVERAGES

CERTIFICATE NUMBER: CL199372647

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.

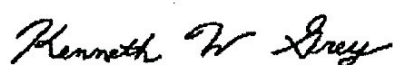
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			PAC583539417	08/21/2019	08/21/2020	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Professional Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY			PAC583539417	08/21/2019	08/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☒							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

County of Albany Department of Social Services 162 Washington Ave. 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 
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1 WATERVLIT AVENUE ALBANY, NEW YORK 12206-1649
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141648493
BRIGHTSIDE UP INC
91 BROADWAY
ALBANY NY 122042728



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER BRIGHTSIDE UP INC 91 BROADWAY ALBANY NY 122042728		CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210-2304	
POLICY NUMBER A 900 994-5	CERTIFICATE NUMBER 895068	POLICY PERIOD 03/16/2020 TO 03/16/2021	DATE 2/27/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 900 994-5, 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: 636801371

RESOLUTION NO. 339

AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The New York State Office of Children and Family Services (OCFS) has provided 100% State funding for processing of day care registration applications and inspections of registered providers, and

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with the OCFS regarding Family Day Care Registration and Inspection Services in an amount of \$245,145 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Brightside Up, Inc. for the processing of day care registration applications and inspections of registered providers in an amount not to exceed \$233,065 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has indicated that through the aforementioned agreement the County will pass through OCFS funding to Brightside Up, Inc. in order to facilitate assistance to families regarding registration and inspection of all day care providers in Albany County who have a relationship with the Department, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services to accept funding regarding Family Day Care Registration and Inspection Services in an amount of \$245,145 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an agreement with Brightside Up, Inc., Menands, NY 12204 for the processing of day care registration applications and inspections of registered providers in an amount not to exceed \$233,065 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 8, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

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

Albany County Department of Social Service (DSS) is required to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program.

Therefore, authorization is requested to contract with Equinox, Inc. to provide residential services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1883, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox)

Date: 8/31/2020
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Equinox, Inc.

500 Central Avenue

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$700,000

Scope of Services: Residential Services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR 408

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642

Revenue Amount: \$295,540.00 \$83,900.00 \$57,575.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

Appropriation Amount: \$295,540.00 \$289,310.00 \$115,150.00

Source of Funding - (Percentages)

Federal: 42%

State: 20%

County: 38%

Local:

Term

Term: (Start and end date) 1/1/2021-12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 414

Date of Adoption: 10/15/2019

Justification: (state briefly why legislative action is requested)

Albany County Department of Social Service (DSS) is required to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program. Therefore, authorization is requested to contract with Equinox, Inc. to perform these services.

All per diem rates for domestic violence shelters, safe homes and safe dwellings are established by NYS. Authority is requested to pay the State-established rate, as reflected herein, or as subsequently promulgated by NYSOCFS. The current rate for Equinox is \$99.32 per diem, per eligible person. Social Service Law 131-u and Department Regulation 18 NYCRR Part 408 govern issuance of these rates.

Between July 1, 2019 and June 30, 2020, 111 adults and 17 children were admitted to the Equinox Domestic Violence Shelter system.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
EQUINOX, INC.**

PURSUANT TO RESOLUTION NO. 414, ADOPTED 10/15/2019

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Equinox, Inc. (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 500 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to 18 NYCRR Part 408 of the Social Services Law of the State of New York, and

WHEREAS, 18 NYCRR Part 408 requires local social service districts to provide residential services to victims of domestic violence and to reimburse operators of approved residential programs, on a per diem basis, for the provision of emergency shelter to eligible domestic violence victims, and

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

WHEREAS, the County has accepted the Provider's offer to deliver the necessary domestic violence residential services to meet the needs of the County and to meet the needs of the aforementioned domestic violence victims residing in Albany County.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide residential domestic violence services at the Equinox Domestic Violence Shelter, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency shelter services under this Agreement shall be defined as the provision to provide domestic violence victims residential services, including temporary room, board,

supervision and services, as defined under 18 NYCRR Parts 452 and 453 of NYS regulations and as detailed under Exhibit 1 attached hereto and made a part hereof.

The Provider will provide the agreed upon residential domestic violence services only at such site(s) as are approved by NYS.

ARTICLE III. GENERAL PROVISIONS

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

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

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

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

ARTICLE IV. ASSIGNMENTS

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

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

make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

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

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. 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 X. ACCOUNTING RECORDS

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

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

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

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

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **NINETY-SIX DOLLARS AND 58/100 (\$96.58)** per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

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

ARTICLE XII. RELATIONSHIP

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement

that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. NON-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. 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 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 XIX. TERMINATION OF AGREEMENT

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

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

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this

Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

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

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on January 1, 2020 and will continue in effect through December 31, 2020. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and

- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. 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 XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. NOTICE

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission, at the addresses for and the representatives of the parties shown below:

Name: David Bradley
 Department: Temporary Assistance
 162 Washington Ave.
 Albany, New York 12210

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIX. 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 XXX. ADDITIONAL ASSURANCES

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

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

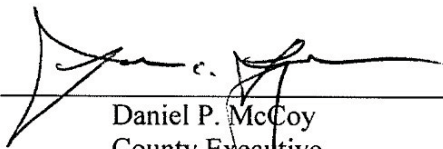
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

COUNTY OF ALBANY

DATE: 12/17/19

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

EQUINOX, INC.

DATE: 11/21/19

BY: 
 Signature

CEO
 Title

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

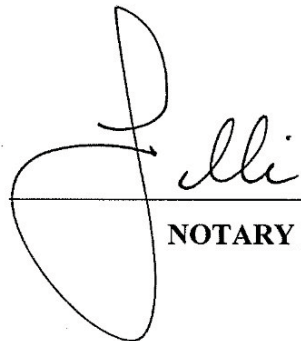
On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 17 day of December, 2019, before me, the undersigned, personally appeared Daniel 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.

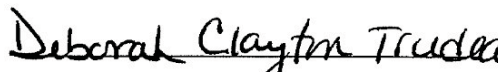
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2027


NOTARY PUBLIC

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

On the 21st day of November, 2019, before me, the undersigned, personally appeared John Henley 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.

DEBORAH CLAYTON TRUDEAU
Notary Public—New York
Commission #01CL5008846
Residing in Saratoga County
My commission expires March 1, 2023


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

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

4. **Professional Liability:** A policy or policies of insurance providing for professional liability insurance coverage covering all operations of the program and the Provider's performance in the amount of \$1 Million.

SCHEDULE B
AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: _____ By: _____
Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Equinox, Inc.
 Organization

John Henley
 Authorized Signature

CEO
 Title

11/21/19
 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.

Equinox, Inc.
Organization

John Henley
Authorized Signature

CEO
Title

11/21/19
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

Service Provision Responsibilities

The Provider will provide residential domestic violence services to eligible victims of domestic violence, as follows:

- I. Service Definition- Residential domestic violence services will be defined as the provision of temporary shelter, emergency services and care provided through an approved domestic violence shelter, in accordance with 18 NYCRR Parts 452 and 453 of NYS regulations.
- II. Eligible Persons- A victim of domestic violence will be considered to be any person 16 years of age or older, any married person, or any parent accompanied by his or her minor child or children in situations where such persons or such person's child is a victim of an act which would constitute a violation of the Penal Law, including, but not limited to acts constituting disorderly conduct, harassment, menacing, reckless endangerment, kidnapping, assault, attempted assault, or attempted murder; and
 1. such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and
 2. such act or acts are, or are alleged to have been committed by a family or household member, as defined by 18 NYCRR Part 408.2.

For the purposes of this definition, "family or household member" will incorporate the following individuals.

- persons related by blood or marriage;
- persons legally married to one another;
- persons formerly married to one another regardless of whether they still reside in the same household;
- persons who have a child in common regardless of whether such persons are married or have lived together at any time;
- unrelated persons who are continually or at regular intervals living in the same household or who have in the past continually or at regular intervals lived in the same household; or
- unrelated persons who have had intimate or continuous social contact with one another and have access to one another's household.

- III. Service Provision- The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes, and ordinances, and most particularly those specified 18 NYCRR Parts 408, 452, and 453 of NYS regulations. The Provider hereby certifies that it is a NYS approved domestic violence shelter, and will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS approval as a residential program for victims of domestic violence, this Agreement shall terminate immediately, according to the provisions previously outlined.

In addition, as required under 18 NYCRR Part 408 of NYS regulations, the Department and the Provider specifically agree to the following.

1. Length of Stay

- a. Upon an initial, emergency determination of financial eligibility, the ACDSS Temporary Assistance Division will authorize the resident for a 30-day stay in emergency shelter, beginning with the date of admission. Any necessary appointments to complete a full financial eligibility determination will be scheduled accordingly.
- b. Assuming that the victims continuing financial eligibility is established, the Economic Security Division will issue a subsequent authorization for the full remaining period of up to 60 days. If financial eligibility has not been fully established, the client may request an extension of the waiver of documentation requirement, and the shelter stay will be reauthorized for a period of up to 30 days. Authorization for extension beyond the initial 90-day maximum, up to 90 additional days, will be made consistent with NYS regulations, Section 408.6(d) and Section 459-b, amended in 2012. When such will be necessary, the Provider agrees to notify the Departments Contract Manager of the extension on or before the 75th day of residence. Notice may be given after the 75th day only if emergency circumstances made the need for such an extension unforeseeable before the 75th day. In such cases, notice of the extension must be given immediately.
- c. Throughout the stay of each Albany County resident, the Provider agrees to submit a written progress report every 30 days, summarizing the individual/family's status and detailing his or her progress concerning a housing search. If an individual/family has not initiated a housing search, the Provider should specify the reasons for this in their report. Client-specific progress reports shall be submitted to the appropriate contact persons.

2. Assessment of Service Needs

- a) When completing the initial assessment to see if DV shelter is warranted and the client requires DV Shelter, the provider is responsible to assist any client(s) unable to navigate the process, by facilitating calls to other counties for shelter placement
- b) In all instances, the Department agrees to accept the determination of the Provider that an individual or family continues to meet admission criteria and exhibit the need for temporary shelter, emergency services and care.
- c) The Provider agrees to reassess each resident's continued eligibility and need for residential domestic violence services on a weekly basis, throughout the resident's stay.
- d) The Provider agrees to provide the Department with relevant information related to such reassessment, upon request.

EXHIBIT 2

Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

1. A per diem rate (see Article XI) will be utilized in calculating reimbursement due to the Provider. This rate includes the full food add-on allowed under NYS regulations, and is applicable regardless of the funding stream under which payment is authorized.
2. In the event that NYS should increase or decrease the per diem rate applicable to the Provider's domestic violence residential facility, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter "bed days" provided to an eligible person(s), as follows.

1. Shelter reimbursement and payment of benefits to, or on behalf of, the recipient will be made in compliance with current federal and State regulations.
2. The Department will reimburse the Provider for shelter stays of individuals and families who have appropriately established eligibility under EAF, Family Assistance, Safety Net, EAA or Title XX funding streams. As a last resort if the individual and/or family do not sign the consent to release identifying information, the Department, will reimburse under other funding sources.
3. The Provider is required and agrees to meet with the individual and/or family within the first business day of entry into the residential program to provide the individual and family with information explaining their right to apply for Temporary Assistance and relevant information to make an informed decision whether to apply for assistance.
4. The Provider agrees to encourage individuals to apply for Temporary Assistance and work with them to sign the Domestic Violence Release of Information form regardless of whether they chose to apply for Temporary Assistance.
5. For those individuals who sign the Domestic Violence Release of Information form and agree to apply for Temporary Assistance, the individual will complete the appropriate public assistance application process, including compliance with documentation and face-to-face interview requirements.
6. For those individuals who are not able to come to ACDSS, the Provider may seek reimbursement for shelter bed days through a "mail-in application and release of information" process, according to guidelines established by the Department, within the context of applicable State and federal regulations.

7. In the instance that a resident has an alternate and available source(s) of income, and is entitled to only partial Temporary Assistance, the Department will provide reimbursement of the NYS per diem rate to the Provider utilizing both Temporary Assistance and Title XX funding.
8. The Department and the Provider mutually recognize that circumstances occur which render the above impossible. The most common of these circumstances involve the departure and/or discharge of the resident from the facility prior to their scheduled appointment with the ACDSS Division of Temporary Assistance.
9. The Provider will bill the Department for each resident determined eligible for domestic violence shelter. The billing format is required to be submitted as follows:
 - a. Bills should be submitted by the 15th of the month following the month the services were provided.
 - b. Bills being submitted under the “mail-in application process” will require a signed, completed application and a completed and signed Domestic Violence Release of Information.
 - c. For Claims submitted for payment of shelter stays where an individual does not apply for Temporary Assistance or provide a signed Domestic Violence Release of Information, the provider is responsible to assign the client a unique Case ID Number and provide dates of stays, as outlined by NYS regulations. This unique Case ID numbers and dates of service will be reported and attested to on the County required DV claiming log.
 - d. The provider is responsible to make sure they maintain all required client information/documentation records including personal identifying information (PII) for each Unique Case ID number to support all claims submitted. The provider is responsible to keep records of all client information for future auditing purposes.
 - e. On a monthly basis, the Provider shall submit the DV Claiming Support Log to the Department, along with the billing for the month, reflecting actual expenses incurred. Included in this is the amount they are claiming under Temporary Assistance funding, Title XX, and funding from other County sources. The Temporary Assistance expenses and Title XX need to reflect whom the payment is for. This report needs to be submitted by the 15th of the month following the month the services were provided. In order for this form to be valid, the provider attesting that DV shelter/services were provided must sign it

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 Equinox, 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 or Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2020 – December 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to

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

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

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2019

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 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 Marshall & Sterling Upstate, Inc. 300 Route 23B Leeds NY 12451		CONTACT NAME: Mary Lou Weil, ACSR PHONE (A/C, No. Ext): (518) 943-3900 FAX (A/C, No): (518) 943-7440 E-MAIL ADDRESS: mweil@marshallsterling.com	
INSURED Equinox, Inc. 500 Central Ave Albany NY 12206		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for 10023 INSURER B: Selective Ins. Co of Southeast 39926 INSURER C: New York State Insurance Fund INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL191861783**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		2019-34557	1/23/2019	1/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		S2056710	1/23/2019	1/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 150,000
	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		2019-34557UMB	1/23/2019	1/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	☒ 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	A 2123 517-1	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liab		2019-34557DO	1/23/2019	1/23/2020	\$1,000,000 Per Act \$2,000,000 Agg
A	Social Svcs Professional		2019-34557	1/23/2019	1/23/2020	\$1,000,000 Per Act \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse \$1,000,000 Each Claim/\$3,000,000 Aggregate; Directors & Officers includes Employment Practices Liability; Employee Benefits Liab \$1,000,000 per claim/\$3,000,000 aggr within the GL limits. Albany Community Development Agency & the City of Albany are provided additional insured status on the general liability policy when required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

County of Albany Department of Social Services 162 Washington Avenue 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 K Grey, CIC, CRM, MBA <i>Kenneth W Grey</i>

COMMENTS/REMARKS

Sexual Abuse \$1,000,000 Each Claim/\$3,000,000 Aggregate; Directors & Officers includes Employment Practices Liability; Employee Benefits Liab \$1,000,000 per claim/\$3,000,000 aggr within the GL limits; Liquor Liability \$1,000,000 each common cause/ \$1,000,000 Aggregate.

04-1-01

**AMENDMENT #1 TO
AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
EQUINOX, INC. FOR
RESIDENTIAL DOMESTIC VIOLENCE SERVICES**

This Amendment is made by and between the County of Albany, New York, a municipal corporation duly organized under the laws of the State of New York, with a principal office at 112 State St. Albany, New York 12207 (hereinafter, the "County") and Equinox, Inc. (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 500 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the County and the Provider entered into an Agreement (Resolution No. 414 Adopted 10/15/2019 incorporated herein by reference, hereinafter, the "Agreement") for the provision of residential domestic violence services to residents of Albany County for the Albany County Department of Social Services

WHEREAS, the County and the Provider wish to amend the Agreement in certain respects, hereinafter set forth, to amend contract language, and

NOW, THEREFORE, in consideration of the terms and obligations hereinafter set forth, the sufficiency of which the parties agree that the Agreement is amended in certain respects hereinafter set forth:

DELETE ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **NINETY-SIX DOLLARS AND 58/100 (\$96.58)** per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

AMEND ARTICLE XI. FEES

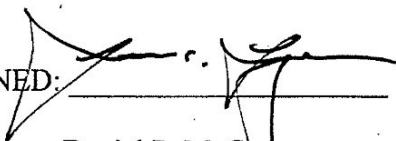
In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **NINETY-NINE DOLLARS AND 32/100 (\$99.32)** per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

That except as so amended by this Amendment the Agreement (Resolution No. 414 Adopted 10/15/2019) shall remain in full force and effect.

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

DATE: 8/12/2020

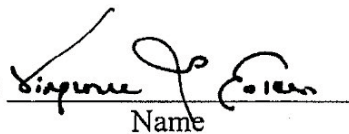
COUNTY OF ALBANY

SIGNED: 

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

DATE: 8/2/20

PROVIDER

SIGNED: 
Name


Title

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

NOTARY PUBLIC

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

On the 3rd day of August, 2020 before me, the undersigned, personally appeared Virginia Golden 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.

Deborah Clayton Trudeau NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL5008846 Residing in Saratoga County Commission Expires March 1, 2023
--

Deborah Clayton Trudeau
NOTARY PUBLIC

RESOLUTION NO. 340

AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING RESIDENTIAL DOMESTIC VIOLENCE SERVICES

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Albany County Department of Social Services is required by New York State Social Services law to provide for per diem reimbursements to State-approved providers of emergency shelter to victims of residential domestic violence, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has requested authorization to enter into an agreement with Equinox, Inc. as a state-approved provider of services regarding victims in need of domestic violence shelters, safe homes, and safe dwellings based upon case specific eligibility at the New York State-established per diem rate of \$99.32 per eligible person, or at a rate subsequently promulgated by New York State Office of Children and Family Services, in an amount not to exceed \$700,000 for a term commencing January 1, 2021 and ending December 31, 2021, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Equinox, Inc. for residential domestic violence shelter services at the New York State-established per diem rate of \$99.32 per eligible person, or at a rate subsequently promulgated by New York State Office of Children and Family Services, in an amount not to exceed \$700,000, for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 8, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

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

Authorization is requested to renew agreements with two providers of home establishment furnishings. Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made.

The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1882, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Home Establishment)

Date: 8/31/2020
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

City Discount Furniture

268 Central Ave.

Albany, NY 12206

Additional Parties (Names/addresses):

Bass Company, LLC

18 Northstar Drive

Troy, NY 12180

Amount/Raise Schedule/Fee: \$200,000

Scope of Services: Home Establishment of necessary and essential furniture, including household furnishings, equipment and supplies required for the establishment of a home.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.7

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$104,800.00 \$22,504.00 \$8,800.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$104,800.00 \$77,600.00 \$17,600.00

Source of Funding - (Percentages)

Federal: 52%
State: 16%
County: 32%
Local:

Term

Term: (Start and end date) 1/1/2021-12/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 376
Date of Adoption: 9/9/2019

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew agreements with two providers of home establishment furnishings. Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made. The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

No RFP is required as Social Services contracts with all willing and able providers.

Essential Household Item rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below:

Essential Household Items	Item	Maximum Amount Allowable
Living Room		\$182.00
Single Bed or Crib		\$145.00
Two Single Beds		\$205.00
Double Beds		\$184.00
Kitchen		\$142.00 (Plus \$12.00 for each additional person)
Range		\$182.00
Refrigerator		\$182.00 (or \$258.00 for four or more persons)
Bathroom		\$ 6.00 (\$4.00 for each additional person)
Dresser		\$22.00
Stove for Heating		\$72.00 (or \$82.00 for five or more persons)

Authorized rates cannot exceed but may be less than those in the above schedule.

During the period from 7/1/2019-6/30/20 142 clients were served under this contract. An RFP is not required as ACDSS contracts with all willing and able providers.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
CITY DISCOUNT FURNITURE**

PURSUANT TO RESOLUTION NO. 376, ADOPTED 9/9/2019

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and City Discount Furniture located at 268 Central Ave., Albany, New York 12206 (hereinafter referred to as the "Provider").

WITNESSETH

WHEREAS, the County desires to enter into an Agreement to provide furniture and other items necessary for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has indicated a desire to enter into an agreement with the County to provide furniture and other household items necessary for purchase by Albany County residents for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has accepted the County's request for the provision of furniture and other items necessary for home establishment,

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Home Establishment is defined as the provision of necessary and essential furniture including household furnishings and other items required for establishing a home.

The Provider will deliver any home establishment item on the below list to purchaser's residential address in Albany County within five (5) working days of purchase.

The Provider shall sell and provide only **new mattresses** to persons under this agreement and shall **not sell refurbished or remanufactured mattresses** which reuses materials in an old mattress to persons under this agreement.

The Provider will bill the Department (see Exhibit 1) at rates **equal to or less than** those established in the Maximum schedule (SA-4A) for items, pursuant to Part 352.7 of the Social Services Law and the regulations of the New York State Office of Temporary and Disability Assistance. Schedule SA-4A is outlined below:

Essential Household Items

<u>Item</u>	<u>Maximum Amount Allowable</u>
Living Room	\$ 182.00
Single Bed	\$ 145.00
Two Single Beds	\$ 205.00
Double Beds	\$ 184.00
Kitchen	\$ 142.00 (Plus \$12.00 for each additional person)
Range	\$ 182.00
Refrigerator	\$ 182.00 (or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Cabinet for Linens/Dresser	\$ 22.00
Stove for Heating	\$ 72.00 (or \$82.00 for five or more persons)

Where no specific item, but a room is specified, the maximum reimbursable amount will apply to ALL items provided to a client for that room (e.g. "Living Room" is specified at \$182.00). This is the maximum amount, which would cover any item or combination of items for client's living room, sofa, chair, tables, etc.) See Exhibit 1 attached.

ARTICLE II. ACCOUNTING RECORDS

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

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Department 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 the Department funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Department 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 Department and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE III. ASSIGNMENTS

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

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

ARTICLE IV. 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 V. SCHEDULE

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. 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 VIII. INSURANCE

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

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

ARTICLE IX. REMEDY FOR BREACH

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

ARTICLE X. 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 (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XI. NON-DISCRIMINATION

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

ARTICLE XII. TERM AND TERMINATION OF AGREEMENT

The parties agree that the services set forth under Article 1 of this Agreement shall commence January 1, 2020 and will continue in effect through December 31, 2020.

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 XIII. FEDERAL LOBBYING

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

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

ARTICLE XIV. MACBRIDE PRINCIPLES

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

ARTICLE XV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York.

ARTICLE XVI. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way

affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XVII. MODIFICATION

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

ARTICLE XVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XIX. NON-APPROPRIATIONS

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

ARTICLE XX. ADDITIONAL ASSURANCES

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 certifications contained in Schedules C and D, which are attached hereto and made part thereof.

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

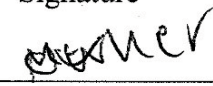
COUNTY OF ALBANY

DATE: 10/3/14

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

CITY DISCOUNT FURNITURE

DATE: 10/3/14

BY: 
 Signature

 Title

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

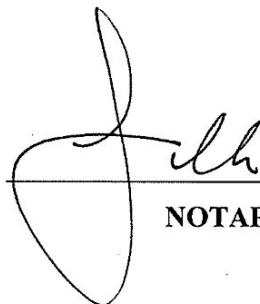
On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 6 day of November, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC, STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023.

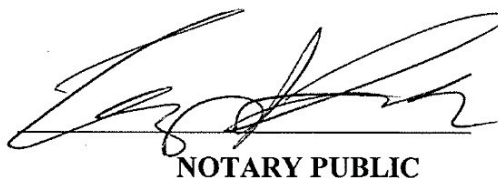


NOTARY PUBLIC

STATE OF NY)
COUNTY OF Albany) SS.:

On the 3 day of October, 2019, before me, the undersigned, personally appeared Mohammad Barak 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.

COREY A. LUCIK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LU6377328
Qualified in Albany County
Commission Expires July 2, 2022



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

Date: 10-3-19

By: _____

MO
Signature

owner

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).

City Discount Furniture
Organization


Authorized Signature

owner 10-3-18
Title Date

SCHEDULE D

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

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

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

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

city discount furniture

Organization



Authorized Signature

owner

Title

10-3-18

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

Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate **equal to or less than** those established by NYS, as follows:

- a) A voucher, signed by a Department agent authorizing amounts and specific household items to be received and delivered to a household individual. Upon receipt of the authorized household items the voucher would be signed by the household member whose name appears on the authorized voucher.
- b) Essential Household Items rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below:

Essential Household Items

<u>Item</u>	<u>Maximum Amount Allowable</u>
Living Room	\$ 182.00
Single Bed or Crib	\$ 145.00
Two Single Beds	\$ 205.00
Double Beds	\$ 184.00
Kitchen	\$ 142.00 (Plus \$12.00 for each additional person)
Range	\$182.00
Refrigerator	\$182.00(or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Cabinet for Linens/Dresser	\$ 22.00
Stove for Heating	\$ 72.00 (or \$82.00 for five or more persons)

Authorized rates cannot exceed, but can be less than, those in the above schedule.

II. Billing and Reimbursement

The Department will reimburse the Provider for Essential Household Items authorized and provided to an eligible person(s) as follows.

- a) A Department representative will authorize a signed voucher to the public assistance individual household member who will in turn give the voucher to the Provider. The voucher is an authorization to purchase items, listed in Schedule SA-4S, from the Provider. The customer will sign the voucher after the purchase and delivery of items have been completed. The Provider will then send the voucher, with customer and Provider signatures, to the Department for request of payment.
- b) The Department will reimburse the Provider who submits a bill with original authorized and signed vouchers to the Department as follows:

Albany County Department of Social Services
162 Washington Ave.
Albany, New York 12210-2304
Attn. David Bradley

- c) Eligibility authorizations, on behalf of the recipient, will be made in compliance with current federal and State regulations.
- d) The Provider will be responsible for directly billing other local social services districts, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.
- e) An authorized voucher specified item such as a stove cannot be substituted with a microwave or toaster. A futon couch/bed or sofa sleeper is considered part of a living room set and cannot be substituted for a bed. The only exception to this rule is a "crib", which falls under the language of a "single bed" and not exceeding the set rate for a single bed, when preparing and authorizing a voucher.
- f) If a customer selects an item or combination of items that total less than the amount allowed (\$182.00 in the case of a living room), the Provider must note this on the billing and must bill for the actual (lower) price for which the item(s) sold.
- g) If a customer selects an item or combination of items that total more than the amount allowed (\$182.00 for living room), the customer is responsible for the difference in the price and the sales tax on the difference. The Provider must note on the billing that the customer selected a more expensive alternative and specify the difference in price that the customer paid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

154

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 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 MEHMOOD RISK MANAGEMENT INC. 1687 CENTRAL AVE COLONIE, NY 12205	CONTACT NAME: MUHAMMAD ARFAN	
	PHONE (A/C No. Ext): 518-433-1000	FAX (A/C No): 518-433-1001
INSURED CITY DISCOUNT FURNITURE INC. 268 CENTRAL AVE ALBANY, NY 12206	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ALLEGANY CO-OP INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1900001971	11/05/2019	11/05/2020	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 3000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			N/A			COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB			N/A			EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ CLAIMS-MADE						
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
				N/A			

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

This certificate is subject to the terms and conditions of the actual policy when it was written.

Certificate Holder:- COUNTY OF ALBANY, DEPARTMENT OF SOCIAL SERVICES, 162 WASHINGTON AVE, ALBANY, NY 12210

CERTIFICATE HOLDER**CANCELLATION**

COUNTY OF ALBANY

DEPARTMENT OF SOCIAL SERVICES

162 WASHINGTON AVE

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2019

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 AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428		CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428 FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spcibicadp@travelers.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED CITY DISCOUNT FURNITURE INC 268 CENTRAL AVE ALBANY, NY 12206		INSURER A : THE TRAVELERS INDEMNITY COMPANY	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 590757057401982** **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
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-9M194403-19	04/02/2019	04/02/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE. ALBANY, NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Kuckelmann</i>
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RESOLUTION NO. 341

AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for recipients of public assistance, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has recommended that the County renew agreements with the providers mentioned below at rates set by New York State for such furniture, furnishings, equipment and supplies for the term commencing January 1, 2021 and ending December 31, 2021 in a total amount not to exceed \$200,000, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following agencies at rates established by New York State Social Services Law and the New York State Office of Temporary Disability Assistance for the term commencing January 1, 2021 and ending December 31, 2021 for a total amount not to exceed \$200,000:

Joe Bass Company, LLC
18 Northstar Dr.
Troy, NY 12180

City Discount Furniture
268 Central Ave.
Albany, NY 12206

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 4 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

July 29, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into a Memorandum of Agreement with the Albany County Department of Social Services for the administration of the 2020 Summer Youth Employment Program (SYEP) and with Cornell Cooperative Extension of Albany for their involvement in the 2020 SYEP for the period April 1, 2020-October 31, 2020. Additionally, approval is being sought to amend the 2020 Department for Children, Youth & Families adopted budget concerning these contractual agreements.

Under these agreements, the Department will receive \$45,000.00 in administrative funding for the SYEP of which \$15,000 will be used to support the contract with Cornell Cooperative Extension of Albany County.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,


Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1779, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization and Budget Amendment for the Summer Youth Employment Program (SYEP)

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: AA6119 03820
Source of Funds: State ODTA SYEP Funding
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Albany County Dept. of Social Services
162 Washington Avenue
Albany NY 12210

Additional Parties (Names/addresses):

Cornell Cooperative Extension of Albany
24 Martin Road PO Box 497
Voorheesville NY 12186

Amount/Raise Schedule/Fee: \$45,000
Scope of Services: Administration of the Summer Youth Employment Program

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 03820

Revenue Amount: \$45,000

Appropriation Account and Line: AA6119 03820 44406 44046

Appropriation Amount: \$15,000 \$30,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2020 - October 31, 2020

Length of Contract: 7 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 283-14, 404-15, 274-16, 319-17, 307-18, 267-19

Date of Adoption: 8/11/14, 10/13/15, 7/11/16, 8/14/17, 7/9/18, 7/8/19

Justification: (state briefly why legislative action is requested)

Please See Attached

The Department for Children, Youth and Families

Justification for a Memorandum of Agreement between the Department for Children, Youth, and Families and the Albany County Department for Social Services and an agreement between the Department for Children, Youth, and Families and Cornell Cooperative Extension of Albany County for the 2020 Summer Youth Employment Program

Since 2005, the Office of Temporary Disability and Assistance (OTDA) has administered the New York State Summer Youth Employment Program (SYEP) and has allocated funds to each district to provide summer employment opportunities for youth throughout the State. The total amount allocated to Albany County for SYEP 2020 is \$669,884.

Districts may opt to retain their allocation and use district mechanisms to operate the program, or may assign the funds to their local Workforce Development Board (WDB) to operate the program. Albany County has opted to assign the SYEP allocation to the WDB. Of the \$669,884 that has been allocated to Albany County, \$624,884 will be assigned to WDB. Over the years, the collaboration between the County and WDB in the facilitation of the SYEP has been a successful partnership.

The allocation for SYEP goes to the Department of Social Services (DSS). The coordination of the SYEP program is facilitated through the DCYF. The Department respectfully requests Legislative authorization to enter into a Memorandum of Agreement (MOA) with DSS in the amount of \$45,000, \$30,000 of which is to cover administrative costs associated with the facilitation of SYEP (which includes coordination of the application process, providing public relations, and preparing reports and other documents). The remaining \$15,000 is to establish an Agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants.

The New York State SYEP is an important platform to introduce youth into the workforce, helping them to acquire skills that can be used to improve school performance and become responsible adults. Since many low-income youth face the prospect of a difficult transition into work or college, constructive workforce experiences can provide great benefits. In addition to the income it produces, experience in the workforce and interaction with working adults can help youth recognize the importance of educational achievement, and help expand their education and career goals.

The New York State SYEP provides youth from low income households (under the 200% of federal poverty guidelines) with employment opportunities during the summer months. To augment the work component of the SYEP, providers may include educational and/or career exploration activities which will better prepare youth as they continue their education and transition to the world of work. Allowable activities and services for the New York State SYEP include: work subsidies for youth (payment to employer or third party); education and training; and supportive services such as transportation, counseling, and incentive payments.



Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

MICHAEL P. HEIN
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

Local Commissioners Memorandum

Section 1

Transmittal: 20-LCM-05

To: Social Services District Commissioners

Issuing Division/Office: Employment and Income Support Programs

Date: July 2, 2020

Subject: 2020 New York State Summer Youth Employment Program Allocations

Contact Person(s): Iwona Ostrowska-Sheedy (518) 473-2500
Iwona.Ostrowska-Sheedy@otda.ny.gov

Attachments: Attachment A – 2020 SYEP Allocation
Attachment B – 2020 NYS SYEP District Designation Form
Attachment C – 2020 District Performance Goal Form

Section 2

I. Purpose

The New York State Fiscal Year 2020-2021 Budget appropriates \$45 million in Temporary Assistance for Needy Families (TANF) funds to support the 2020 New York State Summer Youth Employment Program (SYEP). The purpose of this Local Commissioners Memorandum (LCM) is to notify social services districts (districts) of their 2020 SYEP allocation, to provide general program guidance, and to request that each district inform the Office of Temporary and Disability Assistance (OTDA) of their decision concerning the administration of this summer's program and the use of their allocation by no later than July 9, 2020. Each district is expected to ensure its 2020 SYEP adheres to the guidelines established in this LCM as expenditures for placements deviating from these guidelines will not be reimbursed.

II. Background

The SYEP is an important platform to introduce youth into the workforce and help them acquire skills that can be used to improve school performance and become responsible adults. Since many low-income youth face the prospect of a challenging transition to work or college, constructive workforce experiences can provide great benefits. In addition to the income it provides, experience in the workforce and interaction with working adults can help youth recognize the importance of educational achievement and expand their education and career goals.

On March 7, 2020 Governor Cuomo declared a State disaster emergency to enable New York to more quickly and effectively contain the spread of COVID-19. As a result of the public health emergency, several statewide measures have been instituted to reduce the spread of COVID-19 including the closure of schools and the reduction of in-office workforce operations for non-essential businesses. Additionally, businesses have been required to implement new protocols for in-person

District	2020 SYEP Allocation
Albany	\$669,884
Allegany	\$192,212
Broome	\$527,318
Cattaraugus	\$265,813
Cayuga	\$187,191
Chautauqua	\$403,535
Chemung	\$211,094
Chenango	\$146,205
Clinton	\$215,486
Columbia	\$112,510
Cortland	\$158,157
Delaware	\$125,234
Dutchess	\$526,111
Erie	\$2,030,886
Essex	\$80,794
Franklin	\$152,348
Fulton	\$131,310
Genesee	\$115,043
Greene	\$115,334
Hamilton	\$11,517
Herkimer	\$158,739
Jefferson	\$305,686
Lewis	\$76,430
Livingston	\$175,883
Madison	\$187,282
Monroe	\$1,713,340
Montgomery	\$126,759
Nassau	\$1,366,374
Niagara	\$446,462
NYC	\$23,383,474
Oneida	\$556,611
Onondaga	\$1,115,112
Ontario	\$200,683
Orange	\$757,806
Orleans	\$106,186
Oswego	\$397,603
Otsego	\$205,078
Putnam	\$91,066
Rensselaer	\$331,027
Rockland	\$624,446
Saratoga	\$268,927
Schenectady	\$288,696
Schoharie	\$90,432
Schuyler	\$46,752
Seneca	\$113,426
St Lawrence	\$434,264
Steuben	\$254,765
Suffolk	\$1,745,466
Sullivan	\$189,394
Tioga	\$118,195
Tompkins	\$462,668
Ulster	\$342,916
Warren	\$119,494
Washington	\$129,917
Wayne	\$196,958
Westchester	\$1,318,644
Wyoming	\$105,017
Yates	\$70,040
Total	\$45,000,000

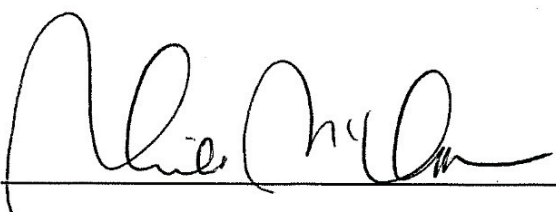
**2020 New York State Summer Youth Employment Program
District Designation Form**

On behalf of the Albany County Department of Social Services, I,

Michele G. McClave, as Commissioner of the Albany

Department of Social Services, hereby instruct the Office of Temporary and Disability Assistance (OTDA) to disburse our 2020 New York State Summer Youth Employment Program (SYEP) allocation as detailed below. I certify that I have the legal authority to authorize the assignment of these funds. The funds dedicated to the operation of the 2020 New York State SYEP will be used in accordance with program and fiscal guidelines established by OTDA. For districts opting to assign all or a portion of their 2020 allocation to their Workforce Development Board (WDB), districts will be held liable for funds not used in a manner consistent with the requirements of the New York State SYEP allocation or where funds are due from the WDB.

- A. 2020 SYEP Allocation \$ 669,884
- B. Amount of Transfer to FFFS \$ _____
(optional) (must not exceed 11% of allocation, round down)
- C. Amount Dedicated to SYEP \$ 624,884
(must be at least 89% of allocation)
- D. Amount Assigned to WDB \$ 624,884
(optional) (district must coordinate SYEP services with WDB)

Completed by: 
Commissioner's Signature

Date: 7/7/20

❖ Please note: Albany County will retain a portion of the allocation (\$45,000) and reduce the amount assigned to the WDB by this amount.

2020 NYS SYEP
Performance Goals / Planned Program Details

District:	Albany
Contact Person:	Raphael J. Tucker
Telephone and e-mail:	(518) 434-5207 rtucker@albanyny.gov

Performance Goals

Participant Summary	Family Assistance/ Safety Net Family	200%	Total
Total Participants to be Employed			469
Total Participants to be Enrolled in Educational/non-employment ONLY Activities			0
Average Cost per Youth Participant			\$944
Total Estimated SYEP 2020 Expenditures (not to exceed district allocation minus any transfer to FFFS)			\$ 604,884.00

Planned Program Details

Program Dates: <u>July 20-</u> <u>August 14</u>	Total Worksites: <u>32</u>
Hours Per Week: <u>20</u>	Non-Profit: <u>6</u>
Hourly Wage: <u>11.80</u>	Public: <u>19</u>
Length of Employment <u>4 weeks</u>	Private: <u>5</u>

If the hours per week, hourly wage, and/or length of employment vary, please explain.

As stated in 20-LCM-05, providers electing to offer education and/or career exploration components must limit these non-employment activities to no more than 20% of each provider's total 2020 enrollments. In addition, these placements should be reserved for younger youth (e.g., 14 and 15 year-old) or those who would otherwise be more difficult to place in traditional employment opportunities.

If any SYEP participants will be engaged in educational/non-employment activities only, describe the target population for individuals planned to be engaged in non-employment based activities.

Describe the non-employment activities planned for this cohort of SYEP participants.

As stated in 20-LCM-05, at least 80% of SYEP program participants must be engaged in traditional paid employment activities with no more than 30% of hourly participation for these SYEP participants in non-employment activities such as career exploration, mentoring outside the workplace, financial literacy, or education. Paid employment may include remote work so long as the position is consistent with work the employer would typically engage in and is being conducted remotely due to COVID-19 business requirements or precautions.

Describe any non-employment based and/or educational activities planned for SYEP participants that are also participating in paid employment, and outline the total hours dedicated to these activities for the SYEP participant and the total hours of enrollment for these SYEP participants. Include information about any partner organizations supporting these components.

Financial Literacy Component - Each SYEP must include a financial literacy program for teenagers and young adults. Please provide the requested information below:

- Brief description of financial literacy component:
- Dates of instruction:
- Total hours:
- Partners:
- Written materials distributed (Circle One): Yes / No
- Please submit any Financial Literacy materials with this form

Target Populations - Briefly describe any special recruitment efforts made to target specific at-risk and vulnerable youth (i.e. foster care, homeless/runaway, disabled):

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4406 000	Division for Youth	15,000.00	0		DCYF
AA 6119 4 4046 000	Fees for Services	30,000.00	0		DCYF
TOTAL APPROPRIATIONS		45,000.00	0		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3820 000	Division for Youth	0	45,000.00		DCYF
TOTAL ESTIMATED REVENUES		0	45,000.00		
GRAND TOTALS		45,000.00	45,000.00		

RESOLUTION NO. 267

AUTHORIZING AGREEMENTS REGARDING THE 2019 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2019 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 7/8/19

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that NYS Office of Temporary Disability Assistance funding is available to the Department for the operation of the 2019 Summer Youth Employment Program in connection with Cornell Cooperative Extension, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement with Albany County Department of Social Services (DSS) regarding the 2019 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2019 and ending October 31, 2019, and

WHEREAS, The Commissioner has also requested agreement with Cornell Cooperative Extension in the amount of \$15,000 in order to transfer appropriated funds from DSS to the Department of Children Youth and Families regarding the funding and administration of the 2019 Summer Youth Employment Program for the term commencing April 1, 2019 and ending October 31, 2019, and

WHEREAS, The Summer Youth Employment Program is funded through the City of Albany and is intended to introduce youth into the workforce and to help them acquire skills that can be used to improve school performance and become responsible adults while recognizing the importance of establishing education and career goals, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany County Department of Social Services regarding the 2019 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2019 and ending October 31, 2019, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension in the amount of \$15,000 in order to transfer appropriated funds from DSS to the Department of Children Youth and Families regarding the funding and administration of the 2019 Summer Youth Employment Program for the term commencing April 1, 2019 and ending October 31, 2019, and, be it further

RESOLVED, That the 2019 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3820 Division for Youth by \$45,000

Increase Appropriation Account A6119.4 by \$45,000 by increasing the following line items:

Increase line item A6119 4 4406 Division for Youth by \$15,000

Increase line item A6119 4 4046 Fees for Service by \$30,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 7/8/19

RESOLUTION NO. 342

AUTHORIZING AGREEMENTS REGARDING THE 2020 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that NYS Office of Temporary Disability Assistance funding is available to the Department for the operation of the 2020 Summer Youth Employment Program in cooperation with Cornell Cooperative Extension, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement with Albany County Department of Social Services (DSS) regarding the 2020 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2020 and ending October 31, 2020, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants in the 2020 Summer Youth Employment Program in the amount of \$15,000 for the term commencing April 1, 2020 and ending October 31, 2020, and

WHEREAS, The Summer Youth Employment Program is intended to introduce youth into the workforce and to help them acquire skills that can be used to improve school performance and become responsible adults while recognizing the importance of establishing education and career goals, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany County Department of Social Services regarding the 2020 Summer Youth Employment Program in the amount of \$45,000 for the term commencing April 1, 2020 and ending October 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension in the amount of \$15,000 in order to transfer appropriated funds from DSS to the Department of Children Youth and Families regarding the funding and administration of the 2020 Summer Youth Employment Program for the term commencing April 1, 2020 and ending October 31, 2020, and, be it further

RESOLVED, That the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3820 Division for Youth by \$45,000

Increase Appropriation Account A6119.4 by \$45,000 by increasing the following line items:

Increase line item A6119 4 4406 Division for Youth by \$15,000

Increase line item A6119 4 4046 Fees for Services by \$30,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 4 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew an interdepartmental agreement with the Albany County Probation Department for prevention and supervision and treatment services for juveniles.

The requested agreement is for \$1,099,606.26 for the term of January 1, 2021 – December 31, 2021.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1802, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Prevention and Supervision and Treatment Services with Albany County Probation

Date:	August 31, 2020
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Albany County Probation Department

60 South Pearl Street

Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,099,606.26

Scope of Services: Prevention services contract with Albany County Probation Department for supervision and treatment services for juveniles.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04615, AA3140 03314

Revenue Amount: \$ 560,799 / \$197,929 \$1,099,606.26

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$1,099,606.26

Source of Funding - (Percentages)

Federal: 18

State: 51

County: 31

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-19, 19-378, 18-405, 17-349, 16-375, 15-402, 14-385

Date of Adoption: 2/10/20, 9/9/19, 9/12/18, 9/11/17, 9/12/16, 10/13/15, 10/14/14

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization Renewal with
Albany County Department of Probation

The Department for Children, Youth and Families (DCYF) respectfully requests Legislative authorization to renew a contractual agreement with the Albany County Department of Probation for the provision of Prevention services, and supervision and treatment services for juveniles. The term of the contract will be January 1, 2021 – December 31, 2021 in an amount not to exceed \$1,099,606.26.

There has been a historical relationship between these two County Departments as it relates to the provision of prevention services and supervision and treatment services for juveniles. The contract funding will be used to offset the salary and fringe benefit costs for Probation employees as well as services for programs in the Juvenile Community Accountability Board (JCAB), PINS 18, the Parent Project, and Juvenile Release Under Supervision (JRUS) and Raise The Age (RTA) Services.

All of these programs mentioned above are an effort to reduce the likelihood of the youth's further penetration in the Juvenile Justice system. In calendar year 2019, JCAB had 34 total cases, 12 within Raise the Age; the Parent Project had 60 parents sign up and four classes were provided; JRUS had a total of 63 cases, 16 within Raise the Age; and PINS 18 served a total of 45 youth.

DCYF Programs 2021

<u>JCAB</u>	<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
OVERTIME	\$9,968.00	
FOOD/SUPPLIES	\$1,032.00	
		<u>\$11,000.00</u>

PARENT PROJECT

OVERTIME	\$22,295.00	
BOOKS	\$3,000.00	
FOOD/SUPPLIES	\$1,000.00	
		<u>\$26,295.00</u>

<u>JRUS</u>		<u>SALARY</u>	<u>FRINGE 58%</u>	<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
MICHELLE SLEURS - PROBATION SUPERVISOR	14203 001	\$72,361.00	\$41,969.38	\$114,330.38	
MICHAEL MAZZEO-SENIOR PROBATION OFFICER	14213 001	\$65,446.00	\$37,958.68	\$103,404.68	
		<u>\$137,807.00</u>	<u>\$79,928.06</u>	<u>\$217,735.06</u>	

JRFC

ALYSSA BRANIGAN - PROBATION OFFICER	14223 048	\$52,720.00	\$30,577.60	\$83,297.60	
DAN LEVIN - PROBATION OFFICER	14223 054	\$64,247.00	\$37,263.26	\$101,510.26	
		<u>\$116,967.00</u>	<u>\$67,840.86</u>	<u>\$184,807.86</u>	

PINS18

SEAN RENTZ - PROBATION SUPERVISOR	14203 005	\$74,859.00	\$43,418.22	\$118,277.22	
KAYLA PISCIOTTA - PROBATION OFFICER	14223 026	\$55,314.00	\$32,082.12	\$87,396.12	
		<u>\$130,173.00</u>	<u>\$75,500.34</u>	<u>\$205,673.34</u>	

JRUS/JRFC/PINS18 TOTAL:					<u>\$608,216.26</u>
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RTA - STSJP

<u>JCAB</u>	<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
70 % SENIOR PROBATION OFFICER WITH FRINGES	\$67,371.00	
OVERTIME	\$6,000.00	
<u>JRFC</u>		
BOYS ATP AND ATD		
PROBATION OFFICER TRAINEE SALARY AND FRINGE	\$67,362.00	
CONTRACT WITH LASALLE	\$120,000.00	
GIRLS ATP AND ATD		
PROBATION OFFICER TRAINEE SALARY AND FRINGE	\$67,362.00	
CONTRACT WITH LASALLE	\$120,000.00	
INCENTIVES	\$6,000.00	
RTA - STSJP TOTAL:		<u>\$454,095.00</u>

OVERALL TOTAL:	<u>\$1,099,606.26</u>
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RESOLUTION NO. 19**AMENDING RESOLUTION NO. 378 FOR 2019 REGARDING THE PROVISION OF PREVENTION SERVICES AND SUPERVISION AND TREATMENT SERVICES FOR JUVENILES**

Introduced: 2/10/20

By Social Services Committee:

WHEREAS, By Resolution No. 378 for 2019, this Honorable Body authorized an interdepartmental agreement between the Department for Children, Youth and Families and the Probation Department regarding prevention services, and supervision and treatment services for juveniles in an amount not to exceed \$676,606 for a term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to amend the aforementioned agreement due to the County receiving an additional \$451,094 in state grant funding related to the approval of the 2019 Albany County Raise the Age Plan in the amount of \$451,094 for a total amount of \$1,127,700 rather than \$676,606, and

RESOLVED, By the Albany County Legislature that Resolution No. 378 for 2019 is amended to indicate an amount of the aforementioned interdepartmental agreement not to exceed \$1,127,700 rather than \$676,606, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 2/10/20

RESOLUTION NO. 343

AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE ALBANY COUNTY PROBATION DEPARTMENT

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to renew an agreement with the Albany County Probation Department regarding prevention, supervision and treatment services for juveniles for the term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$1,099,607, and

WHEREAS, The funding will be used to offset the salary and fringe benefit costs for Probation Department employees as well as services for programs in the Juvenile Community Accountability Board, PINS 18, the Parent Project, and Juvenile Release Under Supervision programs all of which are designed to reduce the likelihood of the youth's further penetration in the Juvenile Justice system, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an interdepartmental agreement between the Department for Children, Youth and Families and the Probation Department regarding prevention, supervision and treatment services for juveniles for the term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$1,099,607 and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET * SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

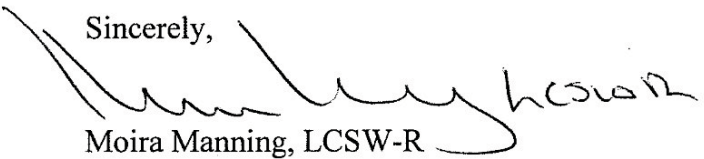
Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew a contractual agreement with the State University of Albany for the provision of management training and coaching.

The requested agreement is for \$40,134 for the term of January 1, 2021 – December 31, 2021 and carries a local share of approximately \$3,000.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,


Moira Manning, LCSW-R
Commissioner

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



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1840, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Management Training and Coaching with The Research Foundation SUNY

Date:	August 31, 2020
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☒ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

The Research Foundation SUNY

1400 Washington Avenue

Albany NY 12222

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$40,134

Scope of Services: Workforce Training

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 03610 04610

Revenue Amount: \$26,191 \$9,400

Appropriation Account and Line: AA6119 44039

Appropriation Amount: \$40,134

Source of Funding - (Percentages)

Federal: 65.26

State: 23.42

County: 11.32

Local:

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-379, 18-404, 17-346, 16-376, 15-403, 14-335, 13-345

Date of Adoption: 9/9/19, 9/12/18, 9/11/17, 9/12/16, 10/13/15, 9/8/14, 10/15/13

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Renewal Contractual Authorization with the University at Albany School of Social Welfare

The Department respectfully requests Legislative authorization to enter into a renewal contract with the University at Albany School of Social Welfare in the amount of \$40,134 for the term of January 1, 2021-December 31, 2021.

As part of the Department's restructuring that removed this type of in-house workforce education and training over the years, as well as continued improvement in practices and service delivery, the Department has secured the collaboration of the University at Albany School of Social Welfare to provide Management and Leadership training and coaching as well as staff training. The Department has worked diligently to put into place the infrastructure to support consistent and effective supervision, management and leadership of staff and programs. However, as with any organization, the supervisory, management and leadership skill level of employees is varied. Therefore, as a continued effort to improve practices of the Department, this collaboration was pursued.

The University at Albany will continue to deliver a Leadership and Management training Series that provides advanced training to managers and supervisors to help build leadership skills and to improve their respective programs and staffs. The training consists of a series of leadership and management topics selected through an assessment of need. The topics may include: fundamentals of leadership, teambuilding, workforce management, leading for results, effective performance repmling, measuring program improvement and leading change.

The University at Albany School of Social Welfare would also continue to provide on-site training, coaching and mentoring for managers, supervisors and staff through classroom training, individual training or through coaching sessions to help participants put into specific practice the concepts from content training.

The cost/reimbursement structure, as well as the contract deliverables is subject to NYS Office of Children and Family Services Bureau of Training approval, which will be sought pending Legislative authorization. It is anticipated that the County will remain responsible for 7.5% of the cost of this contract following reimbursement through the department's training allocation and SUNY's 17.5% committed cost share.

RESOLUTION NO. 379

AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY
SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT
TRAINING

Introduced: 9/9/19

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching as well as staff training, and

WHEREAS, The University at Albany has agreed to accept \$40,134 for full payment of tuition costs, most of which is being funded by Federal and State funding and a County share of approximately \$3,000, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching as well as staff training in an amount not to exceed \$40,134 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the University at Albany and appropriate County Officials.

Adopted by unanimous vote - 9/9/19

RESOLUTION NO. 344

**AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY
SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT
TRAINING**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The University at Albany has agreed to accept \$40,134 for payment of tuition costs, most of which is being funded by Federal and State funding, with a County share of approximately 7.5%, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching in an amount not to exceed \$40,134 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the University at Albany and appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3RD SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Sex Abuse Prevention Program.

The requested agreement is for the term of January 1, 2021 – December 31, 2021 in the amount of \$307,287.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1855, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Specialty Prevention Services with St. Anne Institute for SAPP

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$307,287.00
Scope of Services: Provision of Specialty Prevention Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐**County Budget Accounts:**

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		129,645.00	\$92,955.00	\$5,255.00

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$307,288.00

Source of Funding - (Percentages)

Federal:	42
State:	32
County:	26
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract:

12 Months

Impact on Pending LitigationYes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-418, 18-480, 18-17-386, 16-370, 15-360, 14-394, 13-486, 12-475, 12-79, 11-169

Date of Adoption: 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Sex Abuse Prevention Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$307,287. The total prevention contract amount for St. Anne Institute is \$522,356. The Department desires to exercise its second and final option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services* on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute –Sex Abuse Prevention Program proposes to provide specialized clinical and case management services to families who are dealing with issues related to the sexual abuse of one or more of their children. All children and families seen in the St. Anne Institute Sex Abuse Prevention Program are actively involved with the Child Protective Services. The overarching goal for this program is resolution of concerns related to the sexual victimization so that there is a reduced risk of foster care placement and/or a reduction in length of foster care placement. Program services will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. Twenty (20) families will be served by this program at one time.

RESOLUTION NO. 418**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES
FOR THE SEX ABUSE PREVENTION PROGRAM**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 460 for 2018, this Honorable Body authorized an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with St. Anne Institute, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for the term commencing January 1, 2020 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 10/15/19

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT FOR CHILDREN YOUTH AND FAMILIES



RFP # 2018-063

**Prevention Services: Juvenile Justice Services, Clinical Services with
Community and Recreational Supports, and Specialty Services**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

KAREN A. STORM, PURCHASING AGENT

112 STATE STREET, ROOM 820

ALBANY, NY 12207

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

**TITLE: Prevention Services: Juvenile Justice Services, Clinical Services with Community
and Recreational Supports, and Specialty Services
RFP NUMBER: RFP-2018-063**

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2018-063

**Prevention Services: Juvenile Justice Services, Clinical Services with Community
and Recreational Supports, and Specialty Services**

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2018-063**

Sealed Proposals for **Prevention Services: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services** as requested by Albany County Department for Children, Youth, and Family Services will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, June 29, 2018.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on May 17, 2018

A pre-proposal conference will be held on Tuesday May 22, 2018 @2:00pm at Albany County Health Department 175 Green Street, Albany NY 12201 in the Basement Auditorium. This is the only scheduled conference. Interested proposers are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: May 9, 2018
Albany, New York

PUBLISH ONE DAY – MAY 17, 2018-- THE EVANGELIST
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COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PREVENTION SERVICES
ALBANY COUNTY DEPARTMENT FOR CHILDREN YOUTH AND FAMILIES
RFP #2018-063

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SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Prevention Services for Juvenile Justice, Clinical Services with Community and Recreational Supports, and Specialty programming** as requested by **Albany County Department for Children, Youth and Families and Department of Probation.**
- 1.2 Albany County is requesting proposals to provide a variety of prevention programming with a focus on either preventing children from entering foster care, or shortening their stay in placement. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

A pre-proposal conference will be held on Tuesday May 22, 2018 @2:00pm at Albany County Health Department 175 Green Street, Albany NY 12201 in the Basement Auditorium. This is the only scheduled conference. Interested proposers are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 **Ten (10) copies** (1 original and 9 copies) and one (1) electronic copy on CD or Flash Drive of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals are not to exceed 10 pages (excluding required attachments). Proposals must be received no later than **4:30 P.M. on FRIDAY JUNE 29, 2018** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by **Albany County Department for Children Youth and Family.**
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

Conditional Proposals will not be accepted.

Proposals which do not meet the requirements as outlined in this RFP will not be considered.

SECTION 3: QUALIFICATION OF PROPOSER

- 3.1 Each proposing agency shall provide a statement of Proposer qualifications as required by the Proposal Submission Package.
- 3.2 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information is not submitted within the required time frame or if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 4: SCOPE OF SERVICES

4.1 Introduction:

Mission: Albany County Department for Children, Youth and Families is committed to

excellence, professionalism, integrity and is uniquely structured to deliver an integrated, diverse, holistic set of services, in collaboration with families and communities to empower families to create a safe, nurturing environment in which children can grow, thrive and reach their full potential.

Albany County is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles--child-centered, family-focused, community based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels.

Albany County is requesting proposals that will provide a variety of Prevention Services with the intention of either preventing foster care or significantly reducing lengths of stay while fostering safety and permanency. Children and youth enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

Albany County currently contracts with 9 agencies to provide preventive services. There were 938 families with 2949 children in receipt of prevention services in 2017. Of these numbers, approximately 26% were families with children identified as PINS/JD (Persons In Need of Supervision/Juvenile Delinquent) and approximately 74% were families with children either involved with, or at risk of involvement with CPS (Child Protective Services).

The majority of referrals come from within the Department for Children, Youth and Families and Albany County's PINS Diversion program. Other sources include schools, community agencies, medical providers, and family members. **In all cases there is significant risk of an out of home placement. As such, all cases will need to have a defined case plan/case record which clearly indicates that, absent effective preventive services, foster care is the planned arrangement for the child, or if children are in foster care, preventive services are assisting in expediting permanency.**

Essential components are as follows:

- Complete service plan (Family Assessment Service Plan) documentation that describes the behaviors or concerns that place the child at serious or imminent risk of removal from his or her home and placement into foster care and describe the services being offered or provided to prevent placement.
- Case plans with parent/guardian, and caseworker signatures, or documentation as to the efforts made to obtain the parent's/guardian's signature.
- Sufficient risk assessment(s) of all children in the home, with specific detail as to how the child was at serious or imminent risk of placement into foster care.
- Ensuring that the appropriate Program Choices are selected for cases
- When it is determined there is a need for services, documentation of such, along with documentation of referrals made for such services

All potential cases are assessed and screened by either Albany County Department for Children, Youth and Families or the Department of Probation for eligibility and appropriateness of preventive services. Recommendations for alternative community-based services are made when preventive

services are not approved.

In addition to challenges related to abuse and neglect, many families and children receiving prevention services have special needs due to mental health issues, substance abuse issues, chronic medical problems, behavioral issues, and domestic violence.

Preventive services are initially authorized for six months, reviewed at the three and sixth month mark, and every six months thereafter for both effectiveness and ongoing need unless otherwise specified in the RFP.

4.2 General Requirements of All PROPOSERS:

1. The PROPOSER, either directly or through an authorized representative, shall comply with and provide all services, including, but not limited to those services set forth in Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (18 NYCRR Parts 404 and 423).
2. PROPOSERS must have a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. This formal collaborative must be outlined in the proposal and must significantly identify the working relationship in regards to specific casework and services beyond just a referral source between the agencies. PROPOSERS must clearly outline how such holistic programming will be delivered to families and the communication structure between collaborators and the County entities. If formal MOUs have been established between collaborators, they should be submitted as part of the PROPOSERS' proposal(s).

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), self-help groups, parent-child library group). The idea is that these supports will remain in place for the family when the formal services have ended.

3. PROPOSERS will also need to outline specifically any planned subcontracted services, including how such services will be specifically delivered in order to address the requirements of this RFP, and attach any formal MOUs as an addendum to their proposal.
4. The DEPARTMENT, or its designee, shall be responsible for determining the eligibility of persons for preventive services to be purchased by the DEPARTMENT and shall serve as the gatekeeper and approver for all authorizations, reauthorizations, and subsequent closings of preventive services. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Office of Children and Family Services.
5. The DEPARTMENT, or designee, shall be responsible for the case management which shall include authorizing the provision of preventive services and approving client eligibility in accordance with

18 NYCRR Section 423.3 and approving child service plans.

6. The PROPOSER and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Connections activity window. Further, the PROPOSER will be subject to the DEPARTMENT'S quality assurance processes including, but not limited to announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, **review of adherence to contracted services and/or program curriculum**, and any other practice initiated by the DEPARTMENT for the purpose of insuring compliance and the delivery of quality services. Any subcontractors or collaborators of services with the PROPOSER will also be subject to the DEPARTMENT'S quality assurance processes. The DEPARTMENT will provide a report to PROPOSERS over the course of services, outlining their performance related to the quality assurance processes. These progress reports, will determine how and if, the DEPARTMENT will continue to utilize the PROPOSERS service(s) and for reference in future RFP scoring.
7. The PROPOSER will participate in the development and implementation of CONNECTIONS and will comply with all New York State regulations and requirements as they are developed. The PROPOSER agrees to transmit FASP documents to DEPARTMENT staff via CONNECTIONS as well as share any other information required. FASPs should be launched, completed, and approved by the due date. (This does not apply for a Adjunct services. However, these programs must be able to transmit the youth's progress towards programming goals via Connections to any designated lead Preventive agency and the DEPARTMENT). The SPR tab in Connections must be completed in Connections for all required Service Plan Reviews per NYS Rules and Regulations by the Case Planner, or the Case Manager absent a Case Planner.
8. The PROPOSER will not issue any case specific reports or letters of recommendation without **prior review** by the DEPARTMENT. The PROPOSER will insure that all final reports are received by the DEPARTMENT'S case manager and any requested parties that are legally authorized to receive them in accordance with the State and Federal laws, including but not limited to the DEPARTMENT and Family Court, no later than five (5) business days in advance of a scheduled hearing or planning meeting. This clause does not pertain to FASPs.

The PROPOSER will insure the presence of prevention staff at Family Court proceedings as requested by either the DEPARTMENT or Family Court. Prevention staff must meet with the Department staff or present their position regarding the family and services to the Department two (2) business days prior to the Family Court appearance.

9. The PROPOSER agrees to accept the DEPARTMENT'S, or designee's, initial assessment and electronically transmitted FSI or FSS progress note to initiate direct intervention with the family. The PROPOSER will make every effort to rapidly engage a family through face to face contact within 24 Business hours of receiving the referral from the Department or designee, unless otherwise specified in the RFP. The PROPOSER agrees to attempt an additional face to face contact on the third business day if the initial attempt was unsuccessful, a face to face attempt on the fifth business day if the second attempt was unsuccessful, and a final face to face attempt on the seventh business day if all other attempts were unsuccessful. All engagement attempts must be documented in the progress notes section of the FSS stage in Connections within seven business

days. Based on the information documented in Connections, the Department will determine whether to agree to additional engagement attempts or to close out the Agency's involvement with the family.

If the proposed program is funded on a per diem rate, payment for services will be contingent upon a documented face to face contact with the primary or secondary caretaker designated in Connections unless otherwise approved by the DEPARTMENT'S case manager's Supervisor. If the proposed program is funded via a monthly rate, payment for the first thirty days of services will be contingent upon a documented face to face contact with the primary or secondary caretaker designated in Connections within 7 business days, unless otherwise approved by the DEPARTMENT'S case manager's Supervisor.

It is the responsibility of the awarded contractor to assist the Department in maximizing the monthly utilization of services. Therefore, if the monthly utilization of the program is repeatedly not maximized, this will be a determining factor as to whether the Department considers the continuation of a contract and/or a reduction in slots and funding with the awarded provider and in the scoring of future Request for Proposals.

10. The PROPOSER agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law. PROPOSER is required to report any incidents of injury to children or situations that placed a child at risk of harm to the Department's Case Manager or Supervisor immediately following the incident. PROPOSER is required to report to law enforcement the name of any child whose whereabouts are unknown, immediately but in no case longer than 24 hours after learning that the child is missing. PROPOSER is required to report the child to the National Center for Missing and Exploited Children (NCMEC) within 24 hours of learning that the child is absent without consent, missing, or abducted. PROPOSER must comply with all Justice Center reporting requirements.
11. The PROPOSER is responsible for completing and submitting a monthly report to the Department or designee within 5 business days following the end of the month. The Department will use this data to track PROPOSER outcomes. The PROPOSER needs to clearly identify in the proposal the outcomes, goals and/or objectives of each identified program and service. The specifics of this monthly report and desired service outcomes will be finalized with the funded PROPOSER during contract development. Successful PROPOSERS will also need to submit to the Department an Annual Report per Program Area to be incorporated with the Department's quality assurance processes. Such Annual Report will also be agreed upon during contract development.
12. PROPOSERS will ensure that children, parents and primary caretakers are actively involved in goal setting and service planning and that this involvement is accurately detailed in all reports on Connections.
13. All services should focus on empowering children and families to develop or enhance supports and linkages within their neighborhoods, local communities and natural support network so that once prevention services have ended and the family will still have access to services/supports in their community.
14. DCYF is committed to addressing Racial and Ethnic Disparities (RED) of children in foster care, Juvenile Justice contact, and throughout all of our programs. The Department has established a RED Action Team to address practice changes, which are intended to reduce minority

representation and incorporate a RED lens in all case planning and program development. The work of the Team is data driven and will include data collection and analysis. The PROPOSER will implement practice changes proposed by the RED Action Team. (At the time of initial face to face contact the PROPOSER will consistently ask families how they self-identify in relation to ethnicity and race, documenting such, and incorporating this into the case record.) PROPOSERS should outline how they are currently, or proposing to, specifically address RED in their prevention programming.

15. DCYF is committed to the reduction of Human Trafficking and Sexual Exploitation of children in foster care, Juvenile Justice contact, and throughout all of our programs. The Department is working with the Office of Children and Families Services in implementing practices regarding Human Trafficking and Sexual Exploitation. The Department has implemented a Core Team to gather data, identify the problem, collaborate with community agencies and begin to address practice changes. The PROPOSER will implement practice changes proposed by the Albany County Core Team in a timely manner.
16. A Sex Trafficking Screen must be completed for all children, regardless of age, in the care, custody or supervision of an LDSS or OCFS, including children in foster care, child protective and preventive open cases, receiving Chafee services, or on runaway status from foster care up until the age of 21. For children who have been absent from care, once the child is stabilized, but no later than five days after his or her return to care, the caseworker or case manager must conduct a screening to determine if the child was a victim of sex trafficking while absent or missing from care.
17. The PROPOSER will identify biological fathers, or non-respondent parent/guardians within fourteen (14) days of case initiation and employ strategies which engage fathers consistently in service planning. PROPOSER must outline how this will be accomplished. Case records need to document efforts to engage fathers, or non-respondent parent/guardians, in services, including invitations to meetings such as Family Team Meetings and Service Plan Reviews. PROPOSERS need to be clear how they will accomplish this even if there are challenges to overcome (i.e. orders of protection).
18. PROPOSERS must complete an initial in-home family assessment to determine the service needs of the entire family and more specifically, parenting skill strengths and deficits of the parent(s). This assessment also must identify the child/youth's interest whether it is recreational, career-based, employment, advanced schooling, etc. Such in-home assessment should begin on day 1 of service and can be finalized at the strength-based family decision making meeting; it must be completed within the first fourteen (14) days of the PROPOSER receiving the referral and should include an assessment of all family members' current functioning and needs. Such assessment must be provided to the DEPARTMENT'S or designee's Case Manager within the first twenty-one (21) days of service.
19. In addition, all prevention workers must work with the family to identify an agreeable stand-by guardian for each child in the family in case of a family crisis or emergency. This confirmed identification will occur within the first fourteen (14) days of provided services and written information regarding the identified persons will be provided to the DEPARTMENT'S, or designee's Case Manager and entered in Connections utilizing the "other casework activity" contact type in the progress note section.
20. The PROPOSER will also be responsible for completing the relative data checklist (**as Per**

Appendix A) within fourteen (14) days of receiving the case, unless otherwise specified in the RFP and entering that information into Connections utilizing the “other casework activity” contact type in the progress note section. Attach amended Relative data checklist

21. PROPOSERS will also be required to ensure a strength-based, family decision making meeting (i.e. Family Team Conference, Circle of Support) occur within fourteen (14) days from the date of the referral to the prevention service. Such meeting should include participation of the family, youth, natural supports and all service providers, including the DEPARTMENT and Probation, engaged with the family. PROPOSERS should outline how they will ensure this strength-based meeting occurs. The Family Team Meeting Form must be completed and submitted to the DEPARTMENT’S, or designee’s, Case Manager within 5 business days.
22. The PROPOSER will be responsible for providing services in the home and their community as required in the Scope of Services section of this RFP. This includes **all geographic areas** of Albany County, unless the PROPOSER clearly articulates that a specific geographical area is the targeted community for the programming proposed. If the PROPOSER, who has not proposed a specific targeted community, is not willing, refuses, or unable to provide services in the home in all geographical areas, then the case will be immediately referred to another agency and **no other referrals will be made to that agency for the specified program area.** The ability to provide services in all geographical areas of Albany County, unless otherwise specifically proposed and funded for same, will be a determining factor when considering renewal of yearly contracts as well as scoring criteria in the next RFP. The Department may consider ensuring service delivery throughout Albany County and specific service needs of communities in Albany County when awarding contracts.
23. PROPOSERS are expected to incorporate case planning services in any programming proposed to assist the family in maintaining their children in the home or for reunification as appropriate for children in foster care. Such case planning services include securing linkage to needed community services and resources (resources for meeting basic food, clothing and shelter needs, child care, transportation, etc.) as well as daily living demands, including but not limited to keeping appointments, time management, budgeting skills and any other skills that are necessary. In addition, it is expected that the PROPOSER will provide any parent aide and home maker services that may be needed to safely maintain the child(ren) in the home. The PROPOSER will also be responsible for providing transportation as needed for the family to receive these services as well as for Family Court hearings and any other appointments.
24. PROPOSERS also need to employ strategies that focus on rapid family engagement, specifically through the use of parent partners or other means which must be clearly identified in the proposal. The PROPOSER may provide these services (parent partners) or contract with a partner agency. The PROPOSER will ensure that its hours of operation and scheduling of mandated meetings, such as service plan reviews (SPR) or Family Team Meetings, reflect the needs of the children and families to be served, including flexible hours to accommodate school age children and working family members in a manner that is supportive of establishing a healthy and stable permanent environment. Whenever possible, these meetings should take place in the home. The PROPOSER will include both parents and guardians, any children age 10 and over and all service providers, including but not limited to Mental Health, school representatives, the DEPARTMENT, and Probation in all service plan reviews unless their exclusion is approved by the DEPARTMENT. The PROPOSER is also required to include the foster parent in cases where the child(ren) is in

foster care. PROPOSERS are required to have an interpreter available for families whose first language is not English; this also includes Deaf or hard of hearing families. There will be no additional reimbursement for providing this service.

25. PROPOSERS are also required to hold a strength-based family decision making meeting every 60-90 days during the course of prevention services. Such meeting should include participation of the family, youth, natural supports and all service providers engaged with the family, including foster care providers, Probation, and the DEPARTMENT. PROPOSERS should outline how they will ensure these strength-based meetings occur. During such meetings, progress toward service plan goals should be reviewed.
26. Every six months, during the course of services the PROPOSER must provide a written service review summary inclusive of any adjunct services. The written service review summary will outline the concerns/issues of the family, the services provided to address the concerns/issues, the progress that has or has not been made, and the recommendation for continued service, an alternative service and/or termination of service companioned by a rationale for each recommendation.
27. Proposer must provide services consistent with, and in promotion of, the permanency planning goal of each tracked child in the FASP. Proposers must engage the family in concurrent planning by assisting the family in identifying relatives and other resources to assist the child in obtaining a safe and permanent home. The use of family team conferences to accomplish this goal is strongly encouraged. Concurrent planning should begin within the first month of placement in the DEPARTMENT'S care and custody and discussed thereafter on a regular basis especially at SPRs and Family Team decision making meetings. For children in foster care, the PROPOSER will need to work with the foster care agency or the County if it is an Albany County foster home. The foster care agency is the agency that is primarily responsible for all permanency work and supervised visitation. For children in foster care, where it has been established that the prevention provider will serve as case planner due to the complex nature of a the case, the prevention provider will coordinate services with the Department and the foster care provider to hold permanency planning meetings at regular intervals and assure that provisions of each child's visitation plan and concurrent planning are obtained, including assistance with supervision and transportation to and from visits. **All PROPOSERS must provide a permanency report for the DEPARTMENT no later than 6 months from the date of the child(ren)'s placement, which specifically outlines the progress, or lack thereof, by the family members on addressing the safety and risk factors related to the permanency of the child(ren).**
28. All progress notes must be entered into the Connections system within 7 days of the activity or event and must be in the DEPARTMENT approved progress note format (PC COPS).
29. The designated case planner, per the DEPARTMENT, is responsible for all mandated casework contacts. For each contact, written documentation of the assessment of child(ren)'s safety and well-being during the contact is required.
30. All PROPOSERS are required to have "flexible funding" available for families for those instances when all other funding sources have been exhausted, including a careful analysis of the family's ability to offset the cost either fully or in part. The PROPOSER will be responsible for establishing and maintaining an internal process which insures appropriate

administrative oversight of the flexible funds. Any proposed per diem or monthly rates should take into account that the agency will have these funds available and as such no requests for additional funds for these purposes will be considered.

31. All Prevention Program and PR materials (such as brochures, flyers, etc.) must be approved by Albany County, include the Albany County seal, and must state the program is funded, at least partially, by Albany County Department for Children, Youth and Families.
32. The successful funded PROPOSERS will be required to participate in any special events and programs coordinated or sponsored by the DEPARTMENT, or designee, and specifically send a representative family and/or youth group from the AGENCY, dependent on the focus of the event, of 25% or more, unless otherwise instructed.
33. The PROPOSER shall provide a Prevention services program founded on best practice principles, specifically:
 - a. the program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention;
 - b. the program and Proposer shall demonstrate cultural competence;
 - c. the program shall incorporate specific strategies regarding safety, concurrent planning, and permanency planning within the scope of practice that will assist with maintaining, reunifying or securing a long term family or natural resource for the child(ren);
 - d. the program shall have specific strategies to successfully work with individuals experiencing issues related to child welfare, juvenile justice, mental health, and/or substance abuse;
 - e. the program should include practice which is trauma-informed and promotes positive youth development;
 - f. the program design shall incorporate youth and family linkages to natural community supports to promote independent family functioning (in an effort to reduce recidivism);
 - g. the Proposer shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, and youth services including compliance with State and Federal rules and regulations;
 - h. the Proposer shall consider incorporating evidence-based or promising practices within their programming.

4.3 Program Areas:

PROPOSERS should review each Program Area below, which outlines specific target populations, overarching goals and specific requirements. PROPOSERS must indicate which Program Area they are submitting each proposal under. For each program proposed, PROPOSER must be clear in identifying the number of families to be served and the type of funding requested (either per diem or monthly rate). The DEPARTMENT reserves the right to consider proposals across all Program Areas when making recommended awards.

The DEPARTMENT anticipates funding most non-group based programming on a per family or per diem basis. PROPOSERS should submit proposals clearly identifying the per family or per diem cost for the proposed services. Additional budget formats may be submitted in addition to the per diem structure, however, the per diem submission will be format used to

evaluate the proposal based on the Scoring Criteria as listed in 8.4.

Albany County reserves the right to amend the funding structure and service programming, in collaboration with awarded Agencies, during the course of contractual agreements in order to most effectively and efficiently meet the overarching goals of preventive services in Albany County. It is not the County's intent to substantially change the services being provided but to offer flexibility in how these services are managed once the program is in place.

A. Juvenile Justice Preventive Services:

Service Area Definition:

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). The number of youth identified as a Person in Need of Supervision (PINS) and Juvenile Delinquent (JD) in foster care placement has remained relatively stagnant over the course of the past few years. From 2015-17, the number of detention bed days for Secure and Non-Secure detention has decreased, as has the Median Length of stay. There has also been a decrease in the number of both PINS and JD admissions to detention. However, there is a continued concern regarding recidivism for youth detention admissions despite these decreases

Although, Albany County and its partners has been successful in effecting length of stay and the number of youth in detention for several years, it has been difficult to surpass this plateau and the increased recidivism rate. Therefore, it is realize that the current services in place are not having a significant impact upon a number of youth. Subsequently, Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interest the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County also believes that the treatment goals for youth and their families must be linked to an objective risk assessment of the youth's criminogenic risk factors and build on their protective factors.

Albany County is requesting proposals for a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism. (Examples of such programming may include, but are not limited to, diversion services, including Evening Reporting Centers to maximize positive out of school time and safely maintain youth in the community, the Parent Project to assist parents in skill building to consistently address high risk adolescent behaviors; a menu of services for Family Court for youth who penetrate that system; and Aftercare services for detention to prevent recidivism). Truancy prevention should be built into all program areas which specifically address educational barriers and challenges for the family and not proposed as a separate program.

Service Area Outcomes

Alternatives to Placement Programs-

- 90% of all cases referred will be engaged within 24 hours
- 90% of children will not come into Albany County custody while receiving prevention services

Alternatives to Detention Programs-

- 95% of youth will return to court appearances
- 95% will not be re-arrested during pendency of their case

PROPOSERS must also propose what objectives/service outcomes they will achieve in order to meet the outlined goals of this Service Area. During contract development, such agreed upon objectives/service outcomes and the required reporting mechanism will be finalized with the DEPARTMENT.

PROPOSERS must identify specifically whether an evidence-based or promising practice program is being proposed for such Juvenile Justice Prevention Services. Agencies must describe in detail what these programs are and how they will maintain model fidelity for this specific target population. If no such programs are being proposed, please indicate such.

Face to face contact with the family must occur at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence.

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), Parent Teacher Organization (PTO), self-help groups, parent-child library group). The idea is that these supports will remain in place for the family when the formal services have ended.

As the families designated case planning agency, the PROPOSER will be responsible for service coordination amongst any other agencies involved.

At least thirty (30) days prior to discharge from prevention services, the PROPOSER will need to ensure a strength-based family decision meeting (i.e. Family Team Conference, Circle of Support) is held to ensure community and natural supports are engaged with the family. This meeting is to specifically identify and secure a discharge plan that will link the youth and family to any necessary services or community supports to reduce recidivism and the recurrence of child maltreatment. The Family Team Meeting Form must be completed and submitted to the DEPARTMENT'S, or designee's, Case Manager within 5 business days.

B. Clinical Prevention Services with Community and Recreational Supports to address Family and Youth Service Needs:

Service Area Definition:

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues, truancy/educational neglect and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. The DEPARTMENT has seen a lack of significant progress by a number of families and believes there is a need for specific, targeted services of 6 month to 12 month duration which will increase family self-sufficiency, reduce the reoccurrence of child abuse or maltreatment, safely reduce foster care placements, safely reduce the length of stay of those children in foster care placement to permanency, and/or safely reduce the re-entry of children into foster care. The Department is seeking proposals that specifically target children from birth to five years.

Throughout the years, Albany County and its partners have been very successful in preventing foster care placements for children and increasing their successful permanency within even 12 months of placement. There have been a number of children and youth though who remain in foster care without successful permanency and we have seen a recent increase in foster care admissions as well. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Subsequently, Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include family and youth engagement to be able to connect them through community services and supports, and recreational connections.

Albany County is requesting proposals for Clinical Prevention Services with Community and Recreational Supports, which are designed to prevent the reoccurrence of child abuse/neglect/foster care, or expedite permanency for children in foster care related to abuse/neglect. (Examples of such programming may include, but are not limited to, Evidence- Based Treatments such as Functional Family Therapy, Trauma-Focused Cognitive Behavioral Therapy, Parent-Child Interaction Therapy, Mentoring, and Family Finding, which are coupled with community and/or recreational supports which are to remain in place once the case is closed.).

Service Area Outcomes:

- 90% of all cases referred will be engaged within 24 hours
- 90% of children will not come into Albany County custody while receiving prevention services

PROPOSERS must also propose what objectives/service outcomes they will achieve in order to meet the outlined goals of this Service Area. During contract development, such agreed upon objectives/service outcomes and the required reporting mechanism will be finalized with the DEPARTMENT.

Proposers in the section must have the capability to provide clinical services as needed to the children and families that are being served. It is expected that the agency in all cases will meet the clinical needs of the entire family through their agency, unless otherwise approved by the DEPARTMENT. The programming must also include a community and/or recreational support component for family members. These supports should be readily available and accessible to families engaged in preventive services. PROPOSERS need to specifically outline in the proposal how they will ensure such ready access to these supports, and how they will be integrated with the clinical service as part of the holistic set of services provided to families.

The clinical components of these services are to include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

The PROPOSER will be responsible for completing a standardized trauma screening for all individuals of the family and ensure further trauma assessment and treatment as indicated by the screening. The trauma screening and any subsequent assessments will be submitted to the DEPARTMENT'S Case Manager within 21 days of service. Prior to the finalization of contracts, the PROPOSER will need to

advise, and obtain approval from, the DEPARTMENT which standardized trauma screen(s) will be used by PROPOSER.

PROPOSERS must identify specifically whether an evidence-based or promising practice program is being proposed for such Clinical Prevention Services with Community Engagement and Recreational Supports. Agencies must describe in detail what these programs are and how they will maintain model fidelity for this specific target population. If no such programs are being proposed, please indicate such.

The therapist will need to meet with the target population(s) a minimum of once per week, for a minimum of 1 hour, and will be available to the family during any crisis situation. Additional contacts with the family during the week are strongly encouraged. If the family is the designated population, more than one family member will be included in the family sessions. Clinical Services can occur in a variety of locations, but the family need will dictate this. Clinical services will occur in the family residence at least **twice** per month. All professionals will schedule appointments at the convenience of the family.

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), self-help groups, parent-child library group). The idea is that these supports will remain in place for the family when the formal services have ended.

As the families designated case planning agency, the PROPOSER will be responsible for service coordination amongst any other agencies involved.

At least sixty (60) days prior to discharge from Clinical Prevention services, the PROPOSER will need to ensure a strength-based family decision meeting (i.e. Family Team Conference, Circle of Support) is held to ensure community and natural supports are engaged with the family. This meeting is to specifically identify and secure a discharge plan that will link the youth and family to any necessary services or community supports to reduce recidivism and the recurrence of child maltreatment. Part of this plan must include a plan for phasing out of the Clinical Prevention services over the course of two months with a minimum required face to face contact with the family in the home once every two weeks to ensure clinical symptoms remain stable or alleviated.

The Family Team Meeting Form must be completed and submitted to the DEPARTMENT'S, or designee's, Case Manager within 5 business days.

C. Specialty Prevention Services:

Service Area Definition:

Due to the complex challenges facing families, there are times when specialized services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members.

Albany County is requesting proposals for specialized prevention services designed to prevent the

reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care. (Examples of such programming may include, but are not limited to programming specific for victims of sexual abuse or those who have perpetrated sexual offenses, programs for adult offenders of sexual abuse, programming specific for victims of domestic violence or those who have perpetrated domestic violence, anger management, and programming for parents significantly impacted by developmental disabilities or mental health issues).

PROPOSERS should ensure that service and program proposals target specific identified family concerns and issues that place the children at risk of foster care or are the reason for the children entering care. Additionally, these services should be able to demonstrate specifically how the family is making progress positively or otherwise within the identified areas of concern. Assessments and baseline determination within the program would be helpful.

Service Area Outcome:

- 90% of all cases referred will be engaged within 24 hours
- 90% of children will not come into Albany County custody while receiving prevention services

PROPOSERS must also propose what objectives/service outcomes they will achieve in order to meet the outlined goals of this Service Area. During contract development, such agreed upon objectives/service outcomes and the required reporting mechanism will be finalized with the DEPARTMENT.

In an effort to guide PROPOSERS, the following program areas are outlined with specific requirements. This in no way precludes PROPOSERS from submitting other specialized program areas for the DEPARTMENT'S consideration. The DEPARTMENT actually encourages the development of creative, collaborative, specialized prevention programming. However, any proposal must address the following requirements and PROPOSERS need to be specific as to why the program they are proposing is an actual specialized prevention service:

PROPOSERS must identify specifically whether an evidence-based or promising practice program is being proposed for such Specialized prevention services. Agencies must describe in detail what these programs are and how they will maintain model fidelity for this specific target population. If no such programs are being proposed, please indicate such.

Face to face contact with the family must occur at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence.

For any specialized clinical services proposed, the following requirements must be addressed in such proposals as well:

Proposers in the section must have the capability to provide clinical services as needed to the children and families that are being served. It is expected that the agency in all cases will meet the clinical needs of the entire family through their agency, unless otherwise approved by the DEPARTMENT.

The clinical components of these services are to include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to

include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

The PROPOSER will be responsible for completing a standardized trauma screening for all individuals of the family and ensure further trauma assessment and treatment as indicated by the screening. Such trauma screening and any subsequent assessments must be submitted to the DEPARTMENT'S Case Manager within 21 days of service. Prior to the finalization of contracts, the PROPOSER will need to advise, and obtain approval from, the DEPARTMENT which standardized trauma screen(s) will be used by PROPOSER.

The therapist will need to meet with the target population(s) a minimum of once per week, for a minimum of 1 hour, and will be available to the family during any crisis situation. Additional contacts with the family during the week are strongly encouraged. If the family is the designated population, more than one family member will be included in the family sessions. Clinical Services can occur in a variety of locations, but the family need will dictate this. Clinical services will occur in the family residence at least **twice** per month. All professionals will schedule appointments at the convenience of the family.

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), self-help groups, parent-child library group). The idea is that these supports will remain in place for the family when the formal services have ended.

At least sixty (60) days prior to discharge from Clinical Prevention services, the PROPOSER will need to ensure a strength-based family decision meeting (i.e. Family Team Conference, Circle of Support) is held to ensure community and natural supports are engaged with the family. This meeting is to specifically identify and secure a discharge plan that will link the youth and family to any necessary services or community supports to reduce recidivism and the recurrence of child maltreatment. Part of this plan must include a plan for phasing out of the Clinical Prevention services over the course of two months with a minimum required face to face contact with the family in the home once every two weeks to ensure clinical symptoms remain stable or alleviated. The Family Team Meeting Form must be completed and submitted to the DEPARTMENT'S, or designee's, Case Manager within 5 business days.

D. Raise the Age:

Service Area Definition:

In April, 2017, New York Governor Andrew M. Cuomo signed legislation raising the age of criminal responsibility to 18-years-old to provide young people in New York who commit non-violent crimes with the intervention and evidence-based treatment they need.

The new measures will be phased in over time, raising the age of criminal responsibility from age 16- to 17-years-old beginning on October 1, 2018, and subsequently raising the age to 18-years-old on October 1, 2019.

Albany County is seeking proposals that target the needs of youth 16 years of age and older who have been arrested but their case transitioned to Family Court. It is anticipated that these youth are likely to have higher intensity needs. It is anticipated that many of these youth will have needs related to their mental health, substance use and/or intellectual and development disabilities. Many youth may present with aggressive behaviors and some may have had contact with the juvenile justice system. Programs and services that incorporate targeting the criminogenic risks and needs of the youth (Risk-Need-Responsivity (RNR) framework) will be essential to effectively serving this population. PROPOSERS must outline how their programming will incorporate a RNR framework.

Statistics show that incarceration of 16- and 17-year-olds falls disproportionately on youth of color. Black and Hispanic youth make up 33 percent of 16- and 17-year-old youth statewide, but 72 percent of all arrests. Black girls are disproportionately represented and youth who are LGBTQ, particularly youth who are female or who identify as such, are also disproportionately represented. PROPOSERS should be mindful of these demographics and how proposed service and program would be effective in targeting youth that may have some of the aforementioned characteristics.

The goal is for the youth and family to be successful and not progress further into the juvenile justice system. Focus is on engagement of the youth and family. Identification of and collaboration with key stakeholders and natural supports such as schools, probation, extended family, service agencies, family advocate, community resources and how such would be facilitated should be outlined. Proposed programs should demonstrate how services will promote social and emotional growth and skills building for youth. Additionally, proposed programs should have a component that addresses linkages to educational/vocational programming, as well as prosocial activities and peer supports for youth. **In a recent focus group, youth expressed strong interests in dance programs and training programs that could lead to career paths such as cosmetology and video production**

Service Area Outcome:

- 90% of all cases referred will be engaged within 24 hours
- 90% of children will not come into Albany County custody while receiving prevention services

PROPOSERS must also propose what objectives/service outcomes they will achieve in order to meet the outlined goals of this Service Area. During contract development, such agreed upon objectives/service outcomes and the required reporting mechanism will be finalized with the DEPARTMENT.

PROPOSERS must identify specifically whether an evidence-based or promising practice program is being proposed for such Specialized prevention services. Agencies must describe in detail what these programs are and how they will maintain model fidelity for this specific target population. If no such programs are being proposed, please indicate such.

Face to face contact with the family must occur at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence.

All children in the family five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. (Examples may include extracurricular school activities, community-based recreational programs, mentoring programs, Parent-Teacher Association (PTA), Parent Teacher Organization (PTO), self-help groups, parent-child library group). The idea is that these supports

will remain in place for the family when the formal services have ended.

As the families designated case planning agency, the PROPOSER will be responsible for service coordination amongst any other agencies involved.

At least thirty (30) days prior to discharge from prevention services, the PROPOSER will need to ensure a strength-based family decision meeting (i.e. Family Team Conference, Circle of Support) is held to ensure community and natural supports are engaged with the family. This meeting is to specifically identify and secure a discharge plan that will link the youth and family to any necessary services or community supports to reduce recidivism and the recurrence of child maltreatment. The Family Team Meeting Form must be completed and submitted to the DEPARTMENT'S, or designee's, Case Manager within 5 business days.

Suggested Program Areas:

A. Parents with Developmental Disabilities/Significant Mental Health Disorders:

Service Area Definition:

Albany County has in past RFPs requested proposals to assist parents who are significantly affected by developmental disabilities and/or significant psychiatric disorders. The following was outlined the past RFPs' of Albany County's expectations.

These programs should be designed to assist families in developing the skills needed to maintain their children in the home or expedite reunification of the family when appropriate. The programs should demonstrate an ability to provide concrete, intensive, and individualized services provided by staff with expertise and knowledge in both domains. These are considered clinical services so would need to meet the minimum requirements for same.

The programs need to provide service to both families with children in foster care and those with children in their care and custody. The PROPOSER must specifically outline how they will successfully be able to measure progress of participants toward self-sufficiency, reunification if children are in foster care placement, and reduce recidivism for these families.

The past expectations by DCYF for these services beyond the general requirements included:

Services for Families with children in their care and custody:

- A minimum direct contact of six hours per week with the family for the first 60 days
- A standardized testing/assessment of parental skills administered at the beginning of service to develop the initial service plan
- A minimum of direct contact of four hours per week with the family for the 2nd and 3rd month of service
- An SPR or Family Team Meeting the 3rd month of service to determine the continued service need, the administering of the standardized testing/assessment to determine continued service focus
- A minimum of 2 hours of direct contact with the family for the 4th month of service;
- A minimum of 1 hour of direct contact with the family for the 5th month of service;
- If the service is approved by DCYF to go beyond 6 months of service, a SPR or FTM was to occur every other month to determine any continued child welfare service need;

- A written summary after 1 year of service which outlines the progress to date, details any continued service need, how this will be addressed, and a rationale for such recommendation;
- A Family Team meeting 30 days prior to discharge from service to ensure any necessary community supports are in place to assist the family as needed.

Services for Families with children in foster care placement:

- A minimum of direct contact of four hours per week with the family which includes at least 4 weekly face to face visits with the family and children during the first three months;
- Collaborative work with the foster care agency and the DEPARTMENT on permanency planning and concurrent planning;
- A standardized testing/assessment of parental skills administered at the beginning of service to develop the initial service plan
- A standardized testing/assessment of parental skills administered at the conclusion of the third month of service to determine progress in specific areas of concern and any need for continued service;
- At the conclusion of the 6th month of service, standardized testing/assessment of parental skills administered
- A specific permanency plan developed within 6 months to outline any potential options for reunification or permanency with another natural resource;
- A Family Team meeting 30 days prior to discharge from service to ensure any necessary community supports are in place to assist the family as needed.

As the families' designated case planning agency, the PROPOSER will be responsible for service coordination amongst any other agencies involved.

B. Clinical Prevention Fee for Services:

Service Area Definition:

Albany County has in past RFPs sought assessment and clinical services on a fee for service basis. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports at **no additional cost**. The following was outlined the past RFPs' of Albany County's expectations.

*PROPOSERS should not construe this request as an invitation to unbundle the majority of prevention services, but as an opportunity to offer families a particular, discrete service when indicated.

All assessments are to be completed in a timely manner in written format for the DEPARTMENT or designee.

Clinical Services are to include: assessment, diagnostic testing, and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree, or is a licensed Psychologist. All assessments are to include a standardized trauma screening and subsequent assessment and treatment as indicated by the screening.

Examples of such services may include specific assessment and clinical services to address:

- Specialized evaluations including, but not limited to: trauma assessments, fire setting risk/needs assessments, sex offender risk assessment, validation assessment involving individuals or families experiencing issues related to child sexual abuse, including prognosis for treatment, and the provision of clinical impressions and recommendations to Albany County Staff;
- Treatment of specialized issues to include, but not limited to: **fire activity by juveniles, sexual offending by juveniles or adults, perpetration of domestic violence.**
- Coached Family Visits for families involved with the DEPARTMENT under Article 10 proceedings. PROPOSERS must provide a detailed description of how they are facilitating coached visitation.

Please indicate whether therapy will be provided to individuals (children and/or adults) and/or families.

PROPOSERS must identify specifically whether an evidence-based or promising practice program is being proposed for such Prevention Services. Agencies must describe in detail what these programs are and how they will maintain model fidelity for this specific target population. If no such programs are being proposed, please indicate such.

PROPOSERS are expected to employ strategies for rapid engagement. Such engagement strategies must clearly be outlined in the proposal.

For any therapy being proposed, the therapist must meet with the target population(s) a minimum of once per week, for a minimum of 1 hour, and will be available to the family during any crisis situation. If the family is the designated population, more than one family member will be included in the family sessions. Clinical Services can occur in a variety of locations, but the family need will dictate this. Clinical services will occur in the family residence a minimum of **twice** per month, **at no additional cost**. All professionals will schedule appointments at the convenience of the family (consideration of EBT or Promising Program protocols will certainly be taken into account).

For proposals which focus on **perpetration of domestic violence**, PROPOSERS must propose a program which contains both group and individual therapy, addresses deregulation in affect and self-perception, shame and guilt, accountability and responsibility for actions, and approaches such treatment from a multi-systemic approach.

The PROPOSER will ensure that its hours of operation and scheduling of services and meetings reflect the needs of the children and families to be served, including flexible hours to accommodate school age children and working family members in a manner that is supportive of establishing a healthy and stable permanent environment.

PROPOSERS are required to have an interpreter available for families whose first language is not English; this also includes Deaf or hard of hearing families. There will be no additional reimbursement for providing this service.

PROPOSERS must be available, **at no additional cost**, to participate in scheduled strength-based family team decision meetings as well as Service Plan Reviews to ensure collaborative service and discharge planning. PROPOSERS must also outline how they will maintain frequent contact with the DEPARTMENT and designated case planner, **at no additional cost**, in order to successfully address barriers to treatment, case management needs, parent aide issues, and progress in treatment.

All services in this area should focus on empowering children and families to develop or enhance supports and linkages within their neighborhoods, local communities and natural support network so that once prevention services have ended, the family will still have access to supports in their community.

At least thirty (30) days prior to discharge from Adjunct Clinical Prevention Services, the PROPOSER will need to ensure a strength-based family decision meeting (i.e. Family Team Conference, Circle of Support) is held, **at no additional cost**, to ensure community and natural supports are engaged with the family. This meeting is to specifically identify and secure a discharge plan that will link the youth and family to any necessary services or community supports to reduce recidivism and the recurrence of child maltreatment.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one (1) year with the option to renew for two (2) years, at one-year intervals at the sole discretion of the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP.

SECTION 6: BUDGET PROPOSAL:

- 6.1 Each proposing agency shall submit a budget proposal for each specific program area proposed in the services described above in Section 4, Scope of Services. To be considered for award under this RFP, agencies must follow the format set forth in the Budget Format Template.
- 6.2 The DEPARTMENT anticipates funding most non-group based programming on a per family or per diem basis. PROPOSERS should submit proposals clearly identifying the per family or per diem cost for the proposed services. Additional budget formats may be submitted in addition to the per diem structure, however, the per diem submission will be format used to evaluate the proposal based on the Scoring Criteria as listed in 8.4.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth in the Proposal Submission Package. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.

SECTION 8: PROPOSAL EVALUATION:

- 8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated based upon a set of pre-established criteria and scored by the Department for Children, Youth and Families (DCYF) and the Department of Probation.

8.3 Criteria will be rated by the DCYF and Probation evaluation team on a scale of 0 to 5, with higher scores indicating greater degree of approval. Subsequently, all criteria scores will be added together to obtain the Proposer's total score.

8.4 Scoring Criteria: Each proposal will be evaluated against others in the same program area.

Criteria (rated 0-5)	Weight
Proposed program has a specific, innovative approach and plan to collaborate with either a current Youth Bureau funded program and/or with a community/neighborhood based program in order to provide a collaborative, holistic set of services to support families and their development and well-being. This must significantly identify the working relationship in regards to specific service delivery beyond referrals between agencies.	20%
Proposed program clearly outlines how families, including fathers and extended family members will be rapidly, and consistently engaged, at the beginning, and during the course of, service delivery.	20%
Proposed program design reflects a sound understanding of the population to be served and outlines specific key performance objectives and outcomes that address specific concerns outlined by the County with a clear and realistic process for tracking outcomes and reporting these to the DEPARTMENT.	15%
Agency's funding request: The scoring will be based on per diem ranking. Proposals will be ranked in order of their funding request in comparable funding categories.	10%
Agency's history of demonstrated capacity in successfully delivering preventive services during the past three years	10%
Agency Practice embodies family and youth involvement principles as evidenced by involvement in agency advisory board, family support groups or other activities that involve family in a meaningful way.	10%
Proposed prevention program design includes an evidenced-based treatment or promising-practice service.	15%

8.5 Proposals will be examined and evaluated by the Albany County Department for Children, Youth and Families and Department of Probation with the advice of the Albany County Purchasing

Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contract Administration Board or the County Legislature for a contract award.

- 8.6 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: not used

SECTION 10: ALTERNATIVES:

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION:

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

SECTION 12: SPECIFICATION CLARIFICATION:

- 12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207
(518) 447-7140 (Telephone)
(518) 447-5588 (Fax)
Karen.storm@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective PROPOSERS shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY:

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS:

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.
 - (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH:

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR 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.

16.2 Upon the COUNTY'S knowledge of a breach of their obligations by the CONTRACTOR, the COUNTY, may terminate the AGREEMENT if it determines that such a breach violated a material term of the agreement. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach within a time set by the COUNTY and, if cure is not possible, immediately terminate the AGREEMENT without penalty.

SECTION 17: CASH DISCOUNT:

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW:

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. PROPOSERS intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer 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 contractor/proposer 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 contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the

Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act Of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR 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.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and

procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation 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. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/PROPOSERS and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist PROPOSERS with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: INTERPRETATION

- 22.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference

in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1) the Agreement; 2) the RFP; 3) the Contractor's proposal or bid.

SECTION 23: NON APPROPRIATIONS CLAUSE

23.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds, insufficient funds, or changes in reimbursement streams are appropriated and budgeted by or are otherwise unavailable to the County by receipt or for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received 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.

SECTION 24: IRANIAN ENERGY SECTOR DIVESTMENT

24.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer 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 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

24.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

24.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization,

under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

24.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**PREVENTION SERVICES
DEPARTMENT FOR CHILDREN, YOUTH, AND FAMILIES
RFP#2018-063**

PROPOSAL SUBMISSION PACKAGE

Qualifications and Experience of Proposers: (maximum of 2 pages)

Please provide the following information:

1. A brief one-page description of your organization.
2. List two references from clients who have received services from your agency. This should include their name, address and current phone number. Please do not include letters of support.
3. Provide a copy of your most recent financial and program annual report and audit. Failure to provide this will result in the proposal not being considered.
4. Compliance with Albany County Affirmative Action Plan (Attachment “D”) will be required. With your proposal, submit a statement indicating the composition of the workforce at your firm.
5. In addition to hardcopy, agencies are also required to submit the scope of services of their proposals for each program area via email to Moir.Manning@albanycounty.com

Program Narrative: (maximum of 8 pages)

Provide a clear, concise narrative description on your proposed prevention program that addresses the following:

1. No more than a one (1) page brief program synopsis that gives the highlights of the program, the target population to be served and the overarching goal/outcome to be achieved.
2. Indicate what program area and population you are proposing to serve. If an agency is proposing more than one program, please provide separate narrative and budget information for each proposal and be clear what program area you are proposing the program under.
3. Describe your program incorporating at least all of the required elements outlined in the RFP and articulate a clear program strategy that is based on best practice principles.
4. Please include data on how effective your prevention program has been in the past three years, including QA site visits and DCYF annual summary reports, or for new programming that is based on a model, please provide data on how effective that model has been in other geographic areas provided by your agency.
5. Outline the specific key performance objectives and outcomes, as well as the specific processes for tracking outcomes. Also specifically specify how such outcomes will be reported to the DEPARTMENT.
6. Please specifically outline how the agency will utilize the DEPARTMENT’S quality assurance processes in order to continuously improve the services to the families of Albany County.
7. Describe family involvement, including youth, in your program and agency. Also specifically outline the family team decision making model, which will be employed as outlined in the RFP.
8. Please describe the a formal collaborative whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community, agency for the children and their families to have a diverse, holistic programming of formalized and recreational/community based services. All formal MOUs should be submitted as part of the PROPOSERS’ proposal(s).
9. Please describe in detail any planned subcontracted services, and how such services will be specifically delivered in order to address the requirements of this RFP, and attach any signed MOU as an addendum to the proposal.
10. Describe any evidence-based treatment or promising-practice that the agency will be incorporating into the proposed prevention program area. Agencies must describe in detail what

these programs/practices are and how they will maintain model fidelity. If none are used, please indicate as such.

11. Outline how the proposed program will rapidly and consistently engage families, including fathers and extended family members during service delivery.

Budget Proposal

1. Albany County will reimburse agencies for preventive services on a per family/ per diem basis or on a monthly basis for limited services (unless otherwise specified in the RFP). Agencies are required to use the format set forth in the Budget Format Template provided in this RFP. Proposals that do not follow that format will not be considered.
2. Proposers are encouraged to submit multiple pricing based on a range of units of service. For example, a program may be submitted that would serve 50 families. However, Albany County may choose to contract for 20 families. Albany County recognizes that the per family rate to serve 20 families may be higher than the rate to serve 50.
3. If agencies are proposing multiple programs, a separate budget for each program must be submitted. **Proposers will not be guaranteed a minimum number of referrals each month.**

Mandatory Documentation:

The Mandatory Documentation Section must include:

1. The Non-Collusive Bidding Certificate (Attachment “A”)
2. Acknowledgment by Proposer (Attachment “B”)
3. Vendor Responsibility Questionnaire (Attachment “C”).
4. Affirmative Action Plan (Attachment “D”).
5. Iranian Energy Divestment Certification (Attachment “E”)

BUDGET Format

For all proposals the following format must be followed and submitted as a typed document. Handwritten documents or proposals that do not follow this format will not be considered. For agencies proposing a payment structure based on units of service, a budget proposal must be made for each range of fees.

EXPENSE CATEGOR						
Personnel Services	Annual Salary	% of Time	Total Salary	In Kind Agency Donation	Other Grant Funds	Funding Request
List all personnel associated with this program	List Annual Salary	% of time spent on this program	List total salary attributed to program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Fringe Benefits			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List fringe benefit expenses attributed to this program			Total amount of fringe for this program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Contractual Expenses			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List all contractual expenses by category (ex. Supplies, rent, electricity)			Amount of contractual expense line item.	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Administrative Overhead (limited to 10% of total request)			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
Administrative Overhead allocated to this program			Total Amount of Overhead	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program

Total Annualized Funding Request From Albany County: _____

Maximum Units of Service: _____

Per Family/ Per Diem Cost (please specify): _____

Monthly cost proposed (if applicable): _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-
D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public , agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		Yes	No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVEDAS:			
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		Yes	No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		Yes	No

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	Yes	No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	Yes	No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	Yes	No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	Yes	No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	Yes	No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	Yes	No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- ☐ Has not altered the content of the questions in the questionnaire in any manner;
- ☐ Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- ☐ Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- ☐ Is knowledgeable about the submitting vendor's business and operations;
- ☐ Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- ☐ Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn before me this _____ day of _____, 20 ;

Notary Public

Printed Name

Signature

Date

County of Albany
Article SC19- Affirmative Action Plan
Attachment D

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

☐ No MBE/WBE joint ventures with Bidder on this Contract. ☐ Bidder is joint venturing with the following firm(s)
 (attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

SUBMIT MONTHLY

FORM C

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ **Month** _____ **Year**

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ **Date:** _____
(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

☐ **Request Waiver of Minority/Woman Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

☐ **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Name (please print)

Signature

Title

Attachment "E"

Certification Pursuant to Section 103-g

Of the New York State

General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

**PREVENTION SERVICES: Juvenile Justice Services,
Clinical Services with Community and Recreational Supports, and
Specialty Services**

for

**ALBANY COUNTY DEPARTMENT FOR CHILDREN,
YOUTH AND FAMILIES**

RFP-2018-063

**Appendix “A”
RELATIVE DATA CHECKLIST**

RELATIVE DATA CHECKLIST
Albany County Department for Children, Youth and Families

Case Plan Name _____

Case Plan ID _____

_____/_____/_____

Caseworker Name _____

Date _____

Children's Names	Mother's Name	Father's Name	Paternity?

MATERNAL FAMILY MEMBERS

Name	Address	Phone	Interest in Child
_____	_____	() -	_____
Maternal Grandmother			
_____	_____	() -	_____
Maternal Grandfather			
_____	_____	() -	_____
Mother's Sibling			
_____	_____	() -	_____
Mother's Sibling			
_____	_____	() -	_____
Mother's Sibling			
_____	_____	() -	_____
Mother's Cousin or Other Relative (Identify Relationship: _____)			
_____	_____	() -	_____
Mother's Cousin or Other Relative (Identify Relationship: _____)			

PATERNAL FAMILY MEMBERS

Name	Address	Phone	Interest in Child
_____	_____	() -	_____
Paternal Grandmother – (Which father: _____)			
_____	_____	() -	_____
Paternal Grandfather- (Which father: _____)			

____ (____) ____ - ____
Paternal Grandmother –
(Which father: _____)

____ (____) ____ - ____
Paternal Grandfather –
(Which father: _____)

____ (____) ____ - ____
Father's Sibling –
(Which father: _____)

____ (____) ____ - ____
Father's Sibling –
(Which father: _____)

____ (____) ____ - ____
Father's Sibling –
(Which father: _____)

____ (____) ____ - ____
Father's Cousin or
Other Relative (Identify Relationship: _____)

____ (____) ____ - ____
Father's Cousin or
Other Relative (Identify Relationship: _____)

SUPPORTIVE ADULTS (i.e., friends, neighbors, church members, Godparents, etc)

Name	Address	Phone	Interest in Child
_____	_____	(____) ____ - ____	_____
_____	_____	(____) ____ - ____	_____
_____	_____	(____) ____ - ____	_____

KNOWN BIOLOGICAL OR ADOPTIVE PARENTS WITH LEGAL CUSTODY OF SIBLINGS OR HALF-SIBLINGS OF CHILDREN LISTED ABOVE:

Name	Address	Phone	Sibling or half sibling of
_____	_____	(____) ____ - ____	_____
_____	_____	(____) ____ - ____	_____
_____	_____	(____) ____ - ____	_____

I understand that the Department for Children, Youth and Families may contact the relatives above if there is a crisis in my family.

Signature: _____ Date: _____

Please use the back for additional names.

RESOLUTION NO. 345

**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES
FOR THE SEX ABUSE PREVENTION PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 460 for 2018, this Honorable Body authorized an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with St. Anne Institute, the second and final option to renew, regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for the term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET # SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

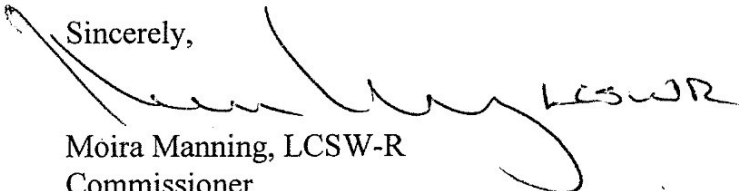
Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Juvenile Sex Offender Program.

The requested agreement is for the term of January 1, 2021 – December 31, 2021 in the amount of \$153,618.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,


Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1856, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services JSOP

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$153,618
Scope of Services: Provision of Specialty Prevention Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐**County Budget Accounts:**

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$64,520.00	\$46,085.00	\$3,072.00

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$153,618.00

Source of Funding - (Percentages)

Federal:	42
State:	32
County:	26
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending LitigationIf yes, explain: Yes ☐ No ☒
Click or tap here to enter text.**Previous requests for Identical or Similar Action:**

Resolution/Law Number: 19-419, 18-461, 17-387, 16-371, 15-361, 14-397, 13-489, 12-479, 12-78, 11-168

Date of Adoption: 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Juvenile Sex Offender Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$153,618. The total prevention contract amount for St. Anne Institute is \$522,356. The Department desires to exercise its second and final option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services* on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute—Juvenile Sex Offender Program proposed to provide specialized clinical and case management services to youth, ages ten (10) to eighteen (18) years, who have engaged in sexually inappropriate, aggressive, or abusive behavior. The program will also serve the targeted youths' families, including the parents or other caretakers and siblings. The purpose of this program will be to prevent these youth from entering foster care and also where appropriate, to facilitate their safe and timely return home from foster care. St. Anne Institute services will include clinical and case management services and will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. This program will serve ten (10) youth and their families at one time.

RESOLUTION NO. 419**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE JUVENILE SEX OFFENDER PROGRAM**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 461 for 2018, this Honorable Body authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for juvenile sex offenders in the amount of \$153,618 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families requested authorization to enter an agreement with St. Anne Institute, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a term commencing January 1, 2020 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 10/15/19

RESOLUTION NO. 346

**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE JUVENILE SEX OFFENDER PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 461 for 2018, this Honorable Body authorized an agreement with St. Anne Institute regarding the provision of specialty prevention services for juvenile sex offenders in the amount of \$153,618 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with St. Anne Institute, the second and final option to renew, regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 7 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$309,950.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1857, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Juvenile Justice Prevention Services with Berkshire Farm Center and Services for Youth Home Run Program

Date: August 31, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) [Click or tap here to enter text.](#)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Berkshire Farm Center and Services for Youth
500 New Karner Road 3rd Fl
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$309,950
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐Anticipated in Current Budget: Yes ☒ No ☐**County Budget Accounts:**

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$130,179	\$ 93,760	\$ 5,269

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$309,950.00

Source of Funding - (Percentages)

Federal:	50.6
State:	18.3
County:	31.1
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending LitigationIf yes, explain: Yes ☐ No ☒
Click or tap here to enter text.**Previous requests for Identical or Similar Action:**

Resolution/Law Number: 19-428, 18-462, 17-389, 16-372, 15-358, 14-389, 13-480, 12-471

Date of Adoption: 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13,
12/3/12**Justification:** (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farm Center and Services for
Youth for the Provision of Juvenile Justice Prevention Services

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$309,950. The total prevention contract amount for Berkshire Farm Center is \$411,450. The Department desires to exercise its second and final option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

Berkshire Farm Center and Services for Youth's Home Run Program is an intensive client centered, family focused school, community, and home-based truancy prevention program for at-risk youth. The program provides an array of services, including assessments, crisis intervention,

individual and family counseling, and linkages to recreational activities and community supports. The Home Run Program will operate at participating schools in the following School Districts: City of Cohoes, City of Watervliet, Green Island, South Colonie and Guilderland. The target population is youth and families who are at-risk for out-of-home placement due to a presenting issue of truancy. The goals of the Home Run Program are to reduce the incidence of truancy; improve the social, emotional, and academic competencies of youth; reduce negative youth behaviors such as violence and crime; empower youth and families in all aspects of service delivery; increase parental involvement in school and in the community; and provide families with the skills and resources they need so youth will remain successfully in their homes and communities. Berkshire Farm Center and Services or youth Home run program would provide services for up to thirty-three (33) Albany County families.

RESOLUTION NO. 428**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 462 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services in an amount not to exceed \$309,950 for a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth, the first of two one-year options to renew, regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a term commencing January 1, 2020 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 10/15/19

RESOLUTION NO. 347

AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 462 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services in an amount not to exceed \$309,950 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into a renewal agreement with Berkshire Farm Center & Services for Youth, the second and final option to renew, regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 4 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Specialty Services.

The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$101,500.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1858, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Juvenile Justice Prevention Services with Berkshire Farm Center and Services for Youth Focus on the Future Program

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Berkshire Farm Center and Services for Youth
500 New Karner Road 3rd Fl
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$101,500
Scope of Services: Focus on the Future Program provides educational and workforce readiness training for youth at risk of dropping out of school or in need of services as they prepare to transition to adulthood.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-

b

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: \$42,823 \$ 30,704 \$ 1,725

Appropriation Account and Line: AA6071 44046
Appropriation Amount: \$101,500

Source of Funding - (Percentages)

Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-417, 18-465, 17-390, 16-368, 15-364, 14-387, 13-478, 12-485
Date of Adoption: 10/15/19, 10/9/18. 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13,
12/3/12

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farms Center for Youth
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$101,500. The total prevention contract amount for Berkshire Farm Center is \$411,450. The Department desires to exercise its second and final renewal option under the contract, to renew the agreement.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

Berkshire Farm Center for Youth Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood. This program also provides group workshops to parents of these youth who oftentimes experience the same skills deficiencies. The program targets youth who are 14 age and older (including foster care) and will serve up to twelve (12) families a year.

RESOLUTION NO. 417**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR THE FOCUS ON THE FUTURE PROGRAM**

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, By Resolution No. 465 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Focus on the Future Program provides educational and workforce readiness training for youth who are 14 years of age or older and at risk of dropping out of school or in need of services as they prepare to transition to adulthood or group workshops for parents of these youth who oftentimes experience the same skills deficiencies, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for the term commencing January 1, 2020 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, the first of two one-year options to renew, regarding specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for a term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 10/15/19

RESOLUTION NO. 348

AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR THE FOCUS ON THE FUTURE PROGRAM

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 465 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Focus on the Future Program provides educational and workforce readiness training for youth who are 14 years of age or older and at risk of dropping out of school or in need of services as they prepare to transition to adulthood or group workshops for parents of these youth who oftentimes experience the same skills deficiencies, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into a renewal agreement with Berkshire Farm Center & Services for Youth, the second and final option to renew, regarding the provision of specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for the term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, regarding specialty prevention services for the Focus on the Future Program, in an amount not to exceed \$101,500 for the second and final one-year option to renew, for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET & SUITE 300
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(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

August 31, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Cornell Cooperative Extension for the provision of Prevention services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2021 – December 31, 2021 for the amount of \$103,550.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



Legislation Text

File #: TMP-1859, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cornell Cooperative Extension for Provision of Juvenile Justice Prevention Services

Date: August 31, 2020
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Cornell Cooperative Extension Albany County
24 Martin Road
P.O. Box 497
Voorheesville, NY 12186

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$103,550
Scope of Services: Prevention programming focuses on preventing children from entering foster care, detention or shortening their stay if placed in either.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409

through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$43,688	\$ 31,324	\$ 1,760

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$ 103,550

Source of Funding - (Percentages)

Federal:	50.6
State:	18.3
County:	31.1
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:	19-429, 18-463, 17-385, 16-369, 15-359, 14-387, 13-478
Date of Adoption:	10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13

Justification: (state briefly why legislative action is requested)