

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, October 27, 2020

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE NYS DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM
3. AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS
4. AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENTS OF SOCIAL SERVICES AND MENTAL HEALTH REGARDING SERVICES FOR SAFETY NET AND TANF APPLICANTS AND RECIPIENTS
5. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES

County of Albany

*112 State Street
Albany, NY 12207*



Meeting Minutes

Tuesday, September 29, 2020

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

Present: Legislator Samuel I. Fein, Legislator Frank J. Commisso, Merton D. Simpson, Mickey Cleary, Carolyn McLaughlin, Nathan L. Bruschi, Patrice Lockart and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

15. 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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



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

October 2, 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 permission to enter into a contractual agreement with the New York State Department of Health, to claim reimbursement from the State for administrative costs incurred by the Department, for the provision of services for Children and Youth with Special Health Care Needs. The Department has received notification from NYSDOH that Albany County has been awarded \$288,170.00 for the period of October 1, 2020 – September 30, 2025.

Local governments have responsibility for administering the CYSHCN program subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the program.

Attached are justification for the request, as well as the award letter from NYSDOH. 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-1946, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with NYS Department of Health for Children and Youth with Special Health Care Needs for Administrative Costs

Date:	October 2, 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):

NYS DOH, Division of Family Health, Bureau of Admin
ESP, Corning Tower, Room 859
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$288,170.00
Scope of Services: Payment from NYSDOH pertaining to administrative costs for the
Children and Youth with Special Health Care Needs.

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: AA4059 03449

Revenue Amount: \$288,170.00

Appropriation Account and Line: AA4059 12183 12572 12258

Appropriation Amount: \$121,751 \$111,667 \$54,752

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) 60 Months

Length of Contract: 10/1/2020 - 9/30/2025

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: 18-25, 17-227, 16-476, 15-135, 14-29, 13-20, 12-122

Date of Adoption: 2/12/18, 6/12/17, 11/14/16, 4/13/15, 2/10/14, 2/11/13, 4/9/12

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Justification of a Request for Contractual Authorization with the New York State Department of Health regarding The Children and Youth with Special Health Care Needs Program

The Department for Children, Youth and Families is seeking legislative authorization to enter into a contractual agreement with the New York State Department of Health (NYSDOH), to claim reimbursement from the State for administrative costs incurred by the Department, for the provision of services for Children and Youth with Special Health Care Needs (CYSHCN).

The Department has received notification from NYSDOH that Albany County has been awarded \$288,170.00 for the period of October 1, 2020 – September 30, 2025. The first year contract amount will be \$57,634.00.

Local governments have responsibility for administering the CYSHCN program subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the program.

The Children and Youth with Special Health Care Needs Program seeks to improve the system of care for children with special health care needs from birth to 21 years of age and their families. Children served by the CYSHCN Program have an illness or condition for which they need extra health care and support services. A few examples of such conditions include cerebral palsy or muscular dystrophy, asthma, sickle cell anemia, diabetes, heart conditions, depression, conduct disorder, and attention deficit hyperactivity disorder.

The program also supports help for families of CYSHCN by giving them information on health insurance and connecting them with health care providers. These programs will also work with families to help them meet the medical and non-medical needs of their children.

From: doh.sm.dfh.boa <dfh.boa@health.ny.gov>
Sent: Tuesday, August 11, 2020 8:34 AM
To: Lynch, Daniel
Cc: Deidre.Romanski@albanycountyny.gov; bonnie.catlin@albanycountyny.gov; O'Neil, Beth; Sepowski, Marina L (HEALTH); King Jr., Kelly J (HEALTH); doh.sm.dfh.boa
Subject: C35703GG - CYSHCN – County of Albany – New Award

Congratulations! I am pleased to inform you that County of Albany has been selected for a Children and Youth with Special Health Care Needs (CYSHCN) program five-year award.

The Department of Health (DOH) has initiated a non-competitive contract in the New York State Grants Gateway (GG) on your behalf. The award amount is \$288,170 for the contract period of 10/01/2020 - 09/30/2025. The first-year contract amount will be \$57,634. The assigned contract # is C35703GG, which must be referenced on all claims and correspondence with DOH. Final grant awards are subject to the availability of funds and approval by the Office of the State Comptroller (OSC).

Your contract is now available in the Grants Gateway. Please check your task list. As a reminder, the following roles are necessary to execute a contract in the GG: Grantee, Grantee Contract Signatory; Grantee System Administrator; and Grantee Delegated Administrator.

The following information is required to be completed BEFORE changing the contract status to "Contract Information Submitted" at the time of submission of the budget

1. Expenditure Budget: Complete the Expenditure Budget for the first 12-month period in GG by referring to the two (2) budget guidance documents present in the Pre-Submission Uploads Folder located under the Forms Menu in GG.
 - a. Grants Gateway CYSHCN Budget Instructions, and
 - b. GG Budget Data Entry Guidelines
2. Subcontractor Information: If applicable, complete the form for each subcontractor present in the Pre-Submission Uploads Folder located under the Forms Menu in GG and upload the completed document back to the Pre-Submission Uploads Folder. *These documents should NOT be submitted as a separate email.*
3. MWBE Form 4 & 5: Complete both forms present in the Pre-Submission Uploads Folder located under the Forms Menu in GG and upload completed documents back to the Pre-Submission Uploads Folder. *These documents should NOT be submitted as a separate email.*
4. Review Standard Work Plan Objectives: Standard work plans have been entered into GG. Contractors will be held responsible for the performance of all activities within this standard work plan.

Note: A separate communication will be initiated by the Grants Management Compliance Unit, titled CYSHCN Vendor Compliance. Please respond to that communication separate from this request. Documents requested as part of that request are required to advance the contract amendment for official approvals.

This award is conditioned on the requirements specified above. Responses are requested by August 25, 2020. If additional time is required, please contact your Program Manager, Marina Sepowski, copied on this communication. Additionally, your program manager will be reaching out to you in the coming weeks to provide you with additional administrative forms.

Thank you,
 Bureau of Administration, Division of Family Health



New York State Grants Gateway



Home Grant Opportunity Portal Applications Contracts Payments Progress Reports Tasks

Training Materials | Organization(s) | Profile | Logout

[Back](#)

[Menu](#) [Forms Menu](#) [Status Changes](#) [Management Tools](#) [Progress Reports and Related Documents](#)

Document Information: [DOH01-CYSHCN-2020-00001](#)

[Details](#)

[SAVE](#)

[ADD NOTE](#)

[CHECK GLOBAL ERROR](#)

EXPENDITURE SUMMARY

Instructions:

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$36,161.00	\$0	0%	0%	\$0	\$36,161.00
b) Fringe	\$21,473.00	\$0	0%	0%	\$0	\$21,473.00
Subtotal	\$57,634.00	\$0	0%		\$0	\$57,634.00
2. Non Personal Services						
a) Contractual	\$0	\$0	0%	0%	\$0	\$0
b) Travel	\$0	\$0	0%	0%	\$0	\$0
c) Equipment	\$0	\$0	0%	0%	\$0	\$0
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$0	\$0	0%	0%	\$0	\$0
f) Other	\$0	\$0	0%	0%	\$0	\$0
Subtotal	\$0	\$0	0%		\$0	\$0
Total	\$57,634.00	\$0	0%	0%	\$0	\$57,634.00
PERIOD TOTAL	\$57,634.00					

2955420

[Top of the Page](#)

Powered by IntelliGrants™

© Copyright 2000-2020 Agate Software, Inc.

RESOLUTION NO. 25**AMENDING RESOLUTION NO. 227 FOR 2017 REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM**

Introduced: 2/12/18

By Social Services Committee:

WHEREAS, By Resolution No. 227 for 2017, this Honorable Body authorized an agreement with the NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs pertaining to the Children with Special Health Care Needs Program in the amount of \$118,362 for a three-year term commencing October 1, 2017 and ending September 30, 2020, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to amend the aforementioned agreement with NYSDOH to indicate a Direct Care Cost of Living Adjustment of \$1,626 for a total amount of \$119,988 rather than \$118,362, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 227 for 2017 is amended to indicate the authorized amount of the agreement with NYSDOH is for a total amount of \$119,988 rather than \$118,362, 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. 2/12/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 4TH SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 2, 2020

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

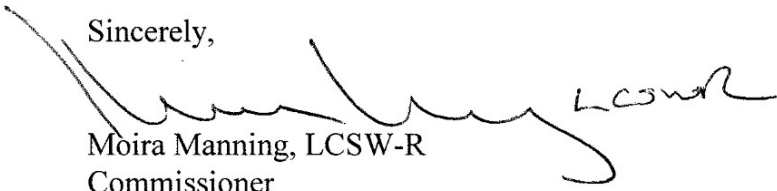
Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to contract with New York State approved foster care providers for the provision of foster care services. The providers have had prior, or current placements for foster care services through Albany County.

The requested contract is for the term of January 1, 2021 – December 31, 2022 for rates at no more than the Maximum State Aid Rate (MSAR) as mandated by New York State.

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-1943, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for DCYF with Foster Care Agencies

Date: October 2, 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):
Please see attached spreadsheet

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: Foster Care 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: NYS Social Services Law 3714 and 383 Family Court Act
1051, 352.2 and 756

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

County Budget Accounts:

Revenue Account and Line:	AA6119 03619/03661	AA6110
04619/03609/04615		
Revenue Amount:	Click or tap here to enter text.	
Appropriation Account and Line:	AA 6119 44405	AA6110 44046
Appropriation Amount:	Click or tap here to enter text.	

Source of Funding - (Percentages)

Federal:	50%
State:	25%
County:	25%
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	01/01/2021 - 12/31/2022
Length of Contract:	24 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:	09-379; 10-460; 13-017; 14-284,14-384, 16-373, 18-504
------------------------	---

Date of Adoption:	10/13/09; 12/6/10; 2/11/13; 8/11/14, 10/14/14, 9/12/16, 11/13/18
-------------------	--

Justification: (state briefly why legislative action is requested)

Please See Attached

**Request for Legislative Action to Enter into Contractual Agreements with Various
Providers for the Provision of Foster Care Services**

In accordance with the mandates articulated in Social Services Law 371 and 383, local districts are required to provide and pay for foster care services for youth in need of such services. The Department for Children, Youth and Families respectfully requests legislative authorization to enter into contractual arrangements with New York State approved foster care providers for the provision of foster care services for a term of two, one year agreements starting January 1, 2021 and ending December 31, 2022. When children are placed in foster care with a particular provider, Albany County will pay no more than the Maximum State Aid Rate (MSAR) as mandated by New York State. If children are placed out of state, Albany County will pay no more than the Approved agency rate by the corresponding state.

The County has had approximately 240 children in foster care placement this past year in a number of agencies at total cost of approximately \$16.5 million annually. Authorization is requested to enter into an agreement with the providers listed on the attached spreadsheet. These providers have a current or recent placement for foster care services through Albany County or the licensure to receive such placements. Given the fluid and dynamic nature of foster care, there are times in which children, based on their individual needs and circumstances, may be placed in a foster care setting for which the County does not have a contract. Should such a situation arise, the Department will complete the necessary paperwork to request legislative authorization retroactively.

Foster Care Agency

Abbot House
 Astor House
 Awixa Home of Long Island
 Baker Victory Services
 Becket Family of Services
 Bennington School, Inc.
 Berkshire Farm Center & Services
 Cardinal McCloskey
 Catholic Charities of Saratoga Warren
 and Washington (Donovan House)
 Cattaraugus Co DSS
 Cayuga Centers
 Cayuga Co DSS
 Charlton School
 Chautauqua Co DSS
 Chemung Co DSS
 Chenango Co DSS
 Children's Aid Society
 Children's Home of Poughkeepsie
 Children's Village
 Children's Home Of Jefferson County
 Children's Home of Kingston
 Children's Home of Wyoming Conf.
 Clinton Co DSS
 Community Maternity Services
 Cornell Abraxas Group, Inc.
 Cortland Co DSS
 Dare Family Services
 Delaware Co DSS
 Devereaux Center
 Dutchess Co
 Easter Seals
 Eckerd Youth Alternative, Inc.
 Elmcrest Children's Center
 Equinox, Inc.
 Erie Co DSS
 Forestdale, Inc
 Franklin Co DSS
 Fulton Co DSS
 Gateway- Longview, Inc
 Genesee Co DSS
 Glove House

Address

100 North Broadway Irvington NY 10533
 6339 Mill Street Rhinebeck NY 12572
 199 Benton Place Bayshore NY 11706
 780 Ridge Road Lackawanna NY 14212
 PO Box 299 Pike NH 03780
 192 Fairview Street Bennington VT 05201
 13640 Route 22 Canaan NY 12029
 115 E. Sevens Ave, Site LL5 Valhalla, NY 10595

 142 Regent Street Saratoga Springs NY 12866
 1 Leo Moss Dr #600 Olean NY 14760
 101 Hamilton Avenue Auburn NY 13021
 160 Genesee Street Auburn NY 13021
 PO Box 47 Burnt Hills NY 12027
 7N Erie Street Mayville NY 14757
 425 Pennsylvania Ave Elmira NY 14904
 PO Box 590 5 Court Street Norwich NY 13815
 711 Third Ave., Suite 700 New York, NY 10017
 10 Children's Way Poughkeepsie, NY 12601
 One Echo Hills Dobbs Ferry, NY 10522
 1704 State Street Watertown NY 13601
 26 Grove Street Kingston NY 12401
 1182 Chenango Street Binghamton NY 13091
 13 Durkee Street Plattsburgh NY 12901
 27 North Main Avenue Albany NY 12203
 2840 Liberty Avenue, 3rd floor, Pittsburgh PA 15222
 60 Central Avenue Cortland NY 13045-5590
 265 Medford Street Somerville MA 02143
 111 Main Street Delhi NY 13753
 Route 9 Box 40 Red Hook NY 12571
 60 Market Street Poughkeepsie NY 12061
 200 Zachary Road Manchester NH 03109
 100 North Starcrest Drive, PO Box 7450, Clearwater FL 33785
 960 Salt Springs Road Syracuse, NY 13224
 95 Central Avenue Albany NY 12206
 478 Main Street Buffalo NY 14202
 67-35 112th St. Forest Hills, NY 11375
 184 Finney Boulevard Ste 123 Malone NY 12953
 PO Box 549 4 Daisy Lane Johnstown NY 12095
 10 Symphony Circle Ste 1 Buffalo, NY 14201
 5130 E. Main Street Batavia NY 14020
 220 Franklin St. Elmira, NY 14904

Graham Windham	1 Pierrepont Plaza, Suite 901 Brooklyn, NY 11201
Green Chimneys	400 Doansburg Road Brewster NY 10509
Greene Co DSS	411 Main Street Suite 238 Catskill NY 12414
Hamilton Co DSS	PO Box 725 White Birch Lane Indian Lake NY 12842-0725
Harmony Heights	P.O. Box 569 Oyster Bay, NY
Heartshare /Saint Vincent's	66 Boerum Place Brooklyn, NY 11201
Herkimer Co DSS	301 N. Washington St., Ste 2110 Herkimer NY 13350
Hillcrest Education Center	PO Box 4699 Pittsfield MA 02120
Hillside Family of Agencies	1183 Monroe Avenue Rochester NY 14620
Hope for Youth	201 Dixon Ave. Amityville, NY 11701
House of Good Shepherd	1550 Champlin Avenue Utica NY 13502
Inflight, Inc.	116 South Road Germantown NY 12526
Jefferson Co DSS	250 Arsenal Street Waterown NY 13601
Jewish Board of Family & Children Svcs	135 West 50th St. New York, NY 10020
Jewish Child Care Assoc of New York	858 E. 29th Street Brooklyn, NY 11210
KidLink (aka Keystone)	1110 Westwood Place, Suite 100, Brentwood TN 37027
KidsPeace Children's Hospital	4087 Independence Drive Schnecksville PA 18078
KidsPeace National Centers	4086 Independence Drive Schnecksville PA 18078
KidsPeace National Centers of N.A.	4085 Independence Drive Schnecksville PA 18078
Lake Grove at Maple Valley, Inc.	6 Farley Road Wendell MA 01379
Lakeview Neuro-Rehabilitation Ctr	101 Highwatch Road Effingham Falls NH 03814
Lasalle School	391 Western Avenue Albany NY 12203
Leake and Watts Services	463 Hawthorne Ave. Yonkers, NY 10705
Lewis Co DSS	PO Box 193 527 Outer Stowe St. Lowville NY 13367
Lincoln Hall	PO Box 600, Route 202, Lincolndale NY 10522
Little Flower Children Services	186 Joralemon St. Brooklyn, NY 11201-4326
Livingston Co DSS	1 Murray Hill Dr Mt. Morris NY 14510
Lutheran Social Services	Gustavus Adolphus 200 Gustavus Ave Jamestown, NY 14701
Madison Co DSS	North Court Street Bldg1 PO Box 637 Wampsville NY 13163
Mental Health Assoc of Ulster County	PO Box 2304 Kingston NY 12402
Mercy First	525 Convent Road Syosset, NY 11791
Monroe Co. DSS	691 St. Paul Street #1 Rochester NY 14605
Montgomery Co DSS	PO Box 745 County Office Building Fonda NY 12068-0745
Mountain Lake	50 Riverside Drive Lake Placid NY 12946
Nassau County	60 Charles Lindbergh Boulevard, Ste 160, Uniondale NY 11553
New Directions Youth and Family Svcs	356 Main Street Randolph NY 14772
New Hope Treatment Centers	7515 Northside Drive, Suite 200, North Charleston SC 29420
Niagara Co DSS	20 East Ave Lockport NY 14094
North American Family Institute/NAFI	26 Howley Street Peabody MA 01960
NAFI Connecticut, Inc.	20 Batterson Park Rd., Ste 300
Northeast Ctr for Youth and Families	203 East Street Easthampton MA 01027
Northeast Parent & Child Society	120 Park Avenue Schenectady NY 12304
Northern Rivers/Northeast	20 Batterson Park Rd., Ste 300 Farmington CT 06032

Onondaga Co DSS	421 Montgomery Street Syracuse NY 13202
Ontario Co. DSS	3010 County Complex Dr Canandaigua NY 14424
Orange Co DSS	Box Z 11 Quarry Rd Goshen NY 10924
Orleans Co. DSS	14016 NY -31 Albion NY 14411
Oswego Co DSS	100 Spring Street PO Box 1320 Mexico NY 13144
Otsego Co DSS	197 Main Street Cooperstown NY 13326
Parson's Child & Family Center	60 Academy Road Albany NY 12208
Putnam Co DSS	110 Old Route Six Center Carmel NY 10512
Rehabilitation Support Services	2113 Western Avenue Guilderland NY 12084
Rensselaer County DSS	127 Bloomingrove Drive Troy NY 12180
Rockland Co DSS	50 Sanitorium Rd Building L Pomona NY 10970
Saratoga County DSS	152 West High Street Ballston Spa NY 12020
Schenectady County DSS	797 Broadway Schenectady NY 12308
Schoharie Co DSS	PO Box 687 Schoharie NY 12157
Schuyler Co DSS	323 Owego Street #5 Montour NY 14865
SCO Family of Services	1 Alexander Pl. Glen Cove, NY 11542
Seneca Co DSS	1 Dipronio Dr. Waterloo NY 13165
Snell Farm Children's Center	7320 Snell Hill Road Bath, NY 14810
St. Anne's Institution	160 North Main Avenue Albany NY 12206
St. Catherine's Center	40 North Main Avenue Albany NY 12203
St. Christopher's, Inc.	71 South Broadway Dobbs Ferry NY 10522
St. John Bosco Child & Family Svcs	PO Box 349, 233 Birch Road, Wallkill NY 12589
Stetson School	454 So. Street, PO Box 309, Barre MA 01005
Steuben Co DSS	3 Pulteney Square E. Bath NY 14810
Sullivan Co DSS	Family Services Box 231 16 Community Lane Liberty NY 12754
Summit Children's Residence	339 N. Broadway Nyack, NY 10960
The Stevens School	24 Main Street Swansea MA 02777
Timothy Hill Children's Ranch	298 Middle Rd. Riverhead, NY 11901
Tioga Co DSS	PO Bpx 240 Owego NY 13827
Tompkins Co DSS	320 W Martin Luther King Jr. State Street Ithaca NY 14850
Toomey Residential	1654 W. Onondaga St. Syracuse, NY 13204
Transitional Services Assoc, Inc.	57 Kirby Road Saratoga Spings NY 12866
Ulster Co DSS	1061 Development Court Kingston NY 12401-1959
Vanderhyden Hall	PO Box 218 Wynantskill NY 12198
Villa of Hope (aka St. Joseph's Villa)	3300 Dewey Avenue Rochester NY 14616
Warren County DSS	Human Services 1340 State Route 9 Lake George NY 12845
Wayne Co DSS	77 Water Street Lyons NY 14489
Westchester Co DSS	County Office Bldg #2 112 East Post Rd White Plains NY 10601
Whitney Academy	10 Middleboro Road East Freetown MA 02717
William George Agency	380 Freeville Road Freeville NY 13068
Wyoming Co DSS	466 N. Main Street Warsaw NY 14569
Yates Co DSS	417 Liberty Street #2122 Penn Yan, NY 14527
Yonkers Residential Center, Inc.	317 S. Broadway Yonkers NY 10705

RESOLUTION NO. 504

AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS

Introduced: 11/13/18

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has recommended that the County enter into two-year agreements with foster care agencies for children whose care has become the responsibility of Albany County, and

WHEREAS, Consideration for the services rendered by the agencies is in the form of a rate established by the New York State Department of Children and Family Services as a maximum per diem reimbursement per child, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into two-year agreements with the agencies set forth in the "Foster Care Agency" list of agencies annexed hereto at rates determined by New York State with notice to the County for the term commencing January 1, 2019 and ending December 31, 2020, and, be it further

RESOLVED, That the agreements authorized above shall provide that the Commissioner of the Department for Children, Youth and Families shall be authorized to pay at New York State established rates different from the currently established rates upon notice to the County by New York State that a different rate has been established subsequent to the execution of the agreements authorized herein, 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.

Foster Care AgencyAddress

Abbot House	100 North Broadway Irvington NY 10533
Astor House	6339 Mill Street Rhinebeck NY 12572
Awixa Home of Long Island	199 Benton Place Bayshore NY 11706
Baker Victory Services	780 Ridge Road Lackawanna NY 14212
Becket Family of Services	PO Box 299 Pike NH 03780
Bennington School, Inc.	192 Fairview Street Bennington VT 05201
Berkshire Farm Center & Services	13640 Route 22 Canaan NY 12029
Cardinal McCloskey	115 E. Sevens Ave, Site LL5 Valhalla, NY 10595
Catholic Charities of Saratoga Warren and Washington (Donovan House)	142 Regent Street Saratoga Springs NY 12866
Cattaraugus Co DSS	1 Leo Moss Dr #600 Olean NY 14760
Cayuga Centers	101 Hamilton Avenue Auburn NY 13021
Cayuga Co DSS	160 Genesee Street Auburn NY 13021
Charlton School	PO Box 47 Burnt Hills NY 12027
Chautauqua Co DSS	7N Erie Street Mayville NY 14757
Chemung Co DSS	425 Pennsylvania Ave Elmira NY 14904
Chenango Co DSS	PO Box 590 5 Court Street Norwich NY 13815
Children's Aid Society	711 Third Ave., Suite 700 New York, NY 10017
Children's Home of Poughkeepsie	10 Children's Way Poughkeepsie, NY 12601
Children's Village	One Echo Hills Dobbs Ferry, NY 10522
Children's Home of Kingston	26 Grove Street Kingston NY 12401
Children's Home of Wyoming Conf.	1182 Chenango Street Binghamton NY 13091
Clinton Co DSS	13 Durkee Street Plattsburgh NY 12901
Community Maternity Services	27 North Main Avenue Albany NY 12203
Cornell Abraxas Group, Inc.	2840 Liberty Avenue, 3rd floor, Pittsburgh PA 15222
Cortland Co DSS	60 Central Avenue Cortland NY 13045-5590
Dare Family Services	265 Medford Street Somerville MA 02143
Delaware Co DSS	111 Main Street Delhi NY 13753
Devereaux Center	Route 9 Box 40 Red Hook NY 12571
Dutchess Co	60 Market Street Poughkeepsie NY 12061
Easter Seals	200 Zachary Road Manchester NH 03109
Eckerd Youth Alternative, Inc.	100 North Starcrest Drive, PO Box 7450, Clearwater FL 33785
Elmcrest Children's Center	960 Salt Springs Road Syracuse, NY 13224
Equinox, Inc.	95 Central Avenue Albany NY 12206
Erie Co DSS	478 Main Street Buffalo NY 14202
Forestdale, Inc	67-35 112th St. Forest Hills, NY 11375
Franklin Co DSS	184 Finney Boulevard Ste 123 Malone NY 12953
Fulton Co DSS	PO Box 549 4 Daisy Lane Johnstown NY 12095
Gateway- Longview, Inc	10 Symphony Circle Ste 1 Buffalo, NY 14201
Genesee Co DSS	5130 E. Main Street Batavia NY 14020
Glove House	220 Franklin St. Elmira, NY 14904



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

October 9, 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:

Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. These assessments are mandated under the Welfare Reform Act of 1997 to be provided to SN and TANF applicants/recipients.

This agreement provides reimbursement for three fulltime Mental Health Certified Alcohol Substance Abuse Counselor positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

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-1960, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (CMU)

Date: 9/30/2020
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):

Albany County Department of Mental Health

175 Green Street, Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 329,000

Scope of Services: Memo of Understanding with the Albany County Mental Health Department for the Central Management Unit which performs mandated Alcohol/Substance Abuse Assessments for the Albany County Department of Social 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: Welfare Reform Act of 1997

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6010 04615

Revenue Amount: \$66,927.00

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$329,000

Source of Funding - (Percentages)

Federal: 20%

State:

County: 80%

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: 480

Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. This agreement provides reimbursement for three (3) fulltime Mental Health Certified Alcohol Substance Abuse Counselor (CASAC) positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

The Welfare Reform Act of 1997 mandates that local social services districts screen all adult public assistance applicants and recipients for alcohol/substance abuse, and, if indicated, obtain related assessments of treatment needs, including level of care and employability determinations. These assessments will be performed under this agreement through the Mental Health Department's Managed Addiction Treatment Services Central Management Unit (CMU). The Department of Mental Health Case Management Unit serves Safety Net and TANF applicants and recipients.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH
FOR THE CMU PROGRAM**

PURSUANT TO RESOLUTION NO. 480, ADOPTED 11/12/19

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

WITNESSETH:

WHEREAS, the Albany County Departments of Social Services and Mental Health are working in partnership in order to promote goals of sobriety and self-sufficiency for persons who engage in alcohol/substance abuse; and

WHEREAS, the Albany County Departments of Social Services and Mental Health are working in partnership to promote the goal of self-sufficiency of persons who demonstrate mental health problems; and

WHEREAS, The Welfare Reform Act of 1997 requires local social service districts to screen and assess applicants/recipients of Temporary Assistance for alcohol/substance abuse; and

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 the Social Services Law of the State of New York; and

WHEREAS, Albany County Department of Mental Health has the capacity and expertise to perform the required alcohol/substance abuse assessments:

NOW, THEREFORE, the parties, recognizing their mutual interest in serving individuals demonstrating alcohol/substance abuse as a barrier to self-sufficiency, do enter into this Agreement governing the cooperative relationship and defining their respective roles and responsibilities.

**ARTICLE I. SCOPE OF SERVICES FOR ALCOHOL/SUBSTANCE ASSESSMENT
AND TREATMENT MONITORING SERVICES**

The Scope of Services to be performed with regard to the performance of alcohol/substance abuse employability assessments and monitoring of substance abuse treatment, as jointly administered by the Departments of Social Services and Mental Health via the Centralized Management Unit (CMU) is set forth in Exhibit 1 of this Agreement attached hereto and made a part hereof.

The respective roles and responsibilities of the Departments of Social Services and Mental Health, related to implementation of alcohol/substance abuse employability assessments, substance abuse treatment monitoring services are as follows:

The Department of Mental Health agrees to:

- a) Provide administrative and supervisory oversight of the performance of CMU Certified Alcohol Substance Abuse Counselors (CASACS) including the recruitment, hiring, training and supervision of all Department of Mental Health program staff.
- b) Provide three (3) CASACS to provide substance abuse assessments and monitoring of treatment compliance for temporary assistance and Medicaid recipients.
- c) Administer and manage the CMU forms/tools within the IMA Electronic Health Record (EHR) System.
- d) Provide DSS with the necessary training and concurrent user licenses to conduct scheduling and case collaboration within the IMA EHR system.
- e) Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.
- f) Assist the Department of Social Services in providing training and orientation information regarding substance abuse assessments and case management services to appropriate Social Services staff.
- g) Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.
- h) Prepare and submit all required reports and claims related to the employability assessments conducted, substance abuse treatment monitoring and case management services provided.

The Department of Social Services agrees to:

- a) Provide administrative and supervisory oversight of the Department's performance under the program, including the recruitment, hiring, training and supervision of all Department of Social Services program staff.
- b) Collaborate with the Department of Mental Health to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.
- c) Cooperate in providing necessary orientation information to appropriate Department of Social Services and Department of Mental Health staff.
- d) Hold regular meetings with the Department of Mental Health to review and evaluate the services provided under this Agreement.
- e) Assist the Department of Mental Health in evaluating and monitoring the implementation of the services provided by this Agreement.

ARTICLE II. GENERAL PROVISIONS

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

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

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

ARTICLE III. CONFIDENTIALITY

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

ARTICLE IV. INFORMATION ACCESS

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

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

ARTICLE V. COOPERATION

The parties agree to work cooperatively in order that work may proceed expeditiously and economically, and to resolve any specific issues or difficulties that may arise in the course of implementation of the program of Alcohol/Substance Abuse Screening and Employability Assessment.

ARTICLE VI. GRIEVANCES AND FAIR HEARINGS

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

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

ARTICLE VII. FEES

In consideration of the terms and obligations of this Agreement, the Department of Social Services agrees to pay and the Department of Mental Health agrees to accept up to a maximum of **THREE HUNDRED TWENTY-NINE THOUSAND 00/100 DOLLARS (\$329,000)** as full compensation for the Service described under this Agreement.

The Department of Mental Health agrees to use these funds to support the salary, fringe benefit and administrative costs of three (3) Certified Alcohol Substance Abuse Counselors (CASACS) dedicated to the provision of the alcohol/substance abuse employability assessment and treatment monitoring services (CMU), required UDS lab costs for clients; and the administration of the CMU forms/tools within the IMA Electronic Health Record (EHR) system and provide a sufficient number of concurrent user licenses as determined for DSS staff to access IMA for scheduling and case coordination with CMU. Any lab fees or administrative costs that remain unspent towards the end of the contract period can be claimed towards supervision and administrative support staff salary and fringe as long as the total expenditures for all costs under this MOU do not exceed the maximum amount.

Fees for the services provided shall be payable upon submission by the Department of Mental Health of signed County claim forms to the Department of Social Services. The claim forms or attached invoices must contain itemized detail of the staff salary, fringe benefit, administrative costs, and UDS lab costs associated with the direct provision of the above-described services. Claim forms/invoices must also provide a breakdown of the number of Safety Net and Family Assistance cases.

ARTICLE VIII. NON-APPROPRIATIONS

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

ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE X. GOVERNING LAWS

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

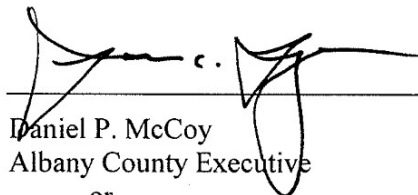
ARTICLE XI. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on January 1, 2020 and will continue in effect through December 31, 2020, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by ninety (90) days written notice of such termination.

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

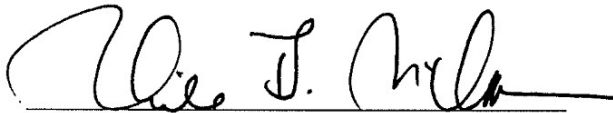
County of Albany

Date: 1/7/20


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

Albany County Department of Social Services

Date: 12/23/19


 Michele G. McClave, Commissioner

Albany County Department of Mental Health

Date: 12/18/19


 Stephen J. Giordano, Director

EXHIBIT 1

CMU Alcohol/Substance Abuse Employability Assessments Services

A. The Department of Social Services, through staff of the Temporary Assistance and Employment Divisions, will screen applicants/recipients of temporary assistance as designated under State law and regulation, for alcohol/substance abuse. Individuals whose screening indicates a need for assessment of their employability and for substance abuse treatment will be scheduled for an assessment appointment with the Managed Addiction Treatment Services Central Management Unit of the Department of Mental Health (hereinafter CMU).

B. The Department of Mental Health through the Central Management Unit (CMU) will complete assessments for all applicants who are identified on the Alcohol and Drug Abuse Screening and Referral Form (LDSS-4571), determine employability and where indicated refer such applicants to treatment. Of those referred to treatment, the CMU will follow through with service program linkage until compliant individuals are engaged into recommended treatment.

This requires the following:

For Department of Social Services Clients identified and scheduled for full assessments at the CMU

- Complete employability assessment
- Contact collaterals where indicated (e.g. client is currently engaged with treatment)
- If client is *unemployable* or *employable – treatment needed* determine appropriate level of care, and within appropriate clinical boundaries, determine treatment program with client
- Schedule intake appointment and notify client
- UDS screening as warranted
- Complete Recommendations form online to inform DSS of treatment recommendation
- Follow client through admission to treatment program or non-compliance with treatment recommendations
- Document admission or non-compliance by completing confirmation online to inform DSS of client status

Paper Reviews

- Complete paper reviews for priority client admissions – approving referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Document such paper reviews online to inform DSS of approval of Level of Care and treatment program
- Send such approvals to treatment programs to facilitate admissions

Fair Hearings

- Assist Fair Hearing Unit by obtaining clinical, attendance or other documentation to support non-compliance or other DSS actions taken.

Access to Information

- In order to meet the requirements under 45 CFR Section 164.524 referenced in in Appendix A, and with Department of Social Services approval, Department of Mental Health will provide access to Protected Health Information in a Designated Record Set as outlined in Exhibit 2, directly to the client or the client's designee identified in an appropriate signed

Release of Information form. Department of Mental Health will also provide Department of Social Services, as the owners of the records, at their request, with access to Protected Health Information for an individual(s).

Reports

Provide quarterly reports to DSS to include the following but not limited to:

- Number of assessments performed
- Aggregate of Assessment outcomes
- Level of cares assigned
- Aggregate Status of employability
- Location of treatment programs
- Number of Clients who required Ongoing Level of Care Change Review
- Number of paper reviews for priority client admissions –
- Number of approved referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Number of Lab Tests conducted

EXHIBIT 2

CMU Alcohol/Substance Abuse Release of Information Approval Form

When a Request of Information (ROI) or FOIL request is received by the Department of Mental Health, the CMU Alcohol/Substance Abuse Release of Information Approval Form will be electronically completed by the designated Department of Mental Health staff person to identify which file records are being requested for release.

The Department of Mental Health will ensure that they have the required Releases on file from the client whose file records are being requested.

The Department of Mental Health will email the completed form to the Department of Social Services, Director and Assistant Director of Employment.

The Department of Social Services Director of Employment or Assistant Director of Employment will review the request and provide the necessary approval within one business day. The Approval Form must be printed by Department of Social Services so it can be signed and dated. Once signed and dated, the form will be scanned into the computer so it can be emailed back to the designated Department of Mental Health staff person. Original copies of the signed Approval Form will be kept in a file at the Department of Social Services.

CMU RELEASE OF INFORMATION APPROVAL REQUEST

Client Name:

Date of Request by Individual:

File Records* Requested:

- ☐ TRS-62- a Locadtr ROI
- ☐ Privacy Notice Sign off
- ☐ County Of Albany ROIs for any providers
- ☐ LDSS 4525 - Consent for Disclosure of Medical and Non-Medical Records from Alcoholism and Drug Abuse Treatment Programs
- ☐ LDSS 4571 – Alcohol and Drug Abuse Screening and Referral Form
- ☐ Notes printed from Citrix with relevant data about the assessment or referral
- ☐ Client Data Sheet
- ☐ CMU rating form
- ☐ Dept. of Mental Health assessment
- ☐ Diagnostic Criteria worksheet
- ☐ CMU referral form
- ☐ CMU return for UDS result form
- ☐ Any additional correspondence to or from agencies that are designated on the LDSS 4525
- ☐ CMU “Recommendations” Citrix print out
- ☐ CMU “Confirmation” print out indicating where client is referred, whether the client was admitted or not, etc.
- ☐ Locadtr form completed if indicated
- ☐ UDS results

***NOTE: 3RD Party Information in the Designated Record Set cannot be released to any other entity even if requested by the client.**

DEPARTMENT OF SOCIAL SERVICES APPROVAL

Based on Albany County Department of Mental Health's clinical determination of what is allowable to be released in an individual's record based on HIPPA Regulations and Mental Hygiene Law, Albany County Department of Social Services approves the release of the file record contents checked above to the client and/or entity the client has designated and has signed an appropriate ROI for.

DSS Name/Title: _____

DSS Signature: _____

Date: _____

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 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 or Social Service 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.



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

October 9, 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 contract with Equinox, Inc. to provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

Equinox will provide two service types. CORE SERVICES:

Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Funding for core services is \$130,835.

TANF Services (NON-CORE SERVICES): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$35,031.

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-1962, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox)

Date: 9/29/20
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: **\$165,866**

Scope of Services: Equinox will provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

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 Part 462 (Core services only)

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

Revenue Account and Line: AA6010 04610 AA6070 04615

Revenue Amount: \$35,031.00 \$130,835.00

Appropriation Account and Line: AA6010 44046 AA6070 44046

Appropriation Amount: \$35,031.00 \$130,835.00

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: 479

Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Core Services: Authorization is requested to contract with Equinox, Inc. to provide Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Equinox also provides case management services to DV victims including those in or transitioning out of residential shelters and/or motels. Funding for core services is \$130,835. Non-core services are outlined below.

TANF Services (non-Core Services): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$35,031.

All funding for non-residential domestic violence providers is established by NYS. Authority is requested to pay the State-established funded amount, as reflected herein, or as subsequently promulgated by NYS.

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

PURSUANT TO RESOLUTION NO. 479, ADOPTED 11/12/2019

This agreement is 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 referred to as 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 the Social Services Law of the State of New York; and

WHEREAS, the provisions of 18 NYCRR Part 462 of the Laws of New York State require local districts to offer and provide necessary and available, non-residential services to victims of domestic violence; 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 non-residential domestic violence services, as more particularly described in Exhibits 1 and 2 attached hereto and made a part hereof (hereinafter referred to as the "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. THE CONTRACT DOCUMENTS; INTERPRETATION

The Contract Documents consist of the following: this Agreement; the Services which are attached hereto as Exhibits 1 and 2 and made a part hereof (collectively called "the Agreement" hereinafter).

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 Services.

ARTICLE II. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide Non-Residential Domestic Violence Services as herein set forth and as more particularly described in Exhibits 1 and 2 of this Agreement.

ARTICLE III. SCOPE OF SERVICES

Non-Residential Domestic Violence Services provided under this Agreement shall be defined as the provision to domestic violence victims, consistent with the provisions of Section 459-a(5) of the Social Services Law and 18 NYCRR Section 462.2(a), including but not limited to telephone hotline assistance, information and referral, advocacy, shelter placement, counseling, and community education/outreach activities as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE IV. 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. Any requests, by either party, to the Agreement for modifications to the provision of these exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Services 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.

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

ARTICLE 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. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the residential domestic violence 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 and recipients of care and services of their right to a fair hearing, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

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

ARTICLE IX. 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 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 **ONE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$165,866.00)** as full compensation for the Services described under this Agreement. The fees will be allocated as follows:

1. Core services not to exceed one hundred thirty thousand, eight hundred thirty-five and 00/100 dollars (\$130,835.00).
2. Expanded Counseling Services not to exceed twenty five thousand, two hundred ninety-four and 00/100 dollars (\$35,031.00).

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. 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 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. 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 XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (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 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. 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 by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency 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 XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. 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. 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 XXVI. LICENSES

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

ARTICLE XXVII. PARTIAL INVALIDITY

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.

ARTICLE XXVIII. HEADINGS – CONSTRUCTION

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

ARTICLE XXIX. NOTICES

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, except that the Provider shall provide the individual designated as the Day Porter (see §2.2 hereinabove) and the individual designated as the on-site supervisor (see §3.3 hereinabove) with a telephone number for the receipt of all service calls, and the Provider, through its Day Porter and on-site supervisor, shall respond to any such calls at the said telephone number throughout the duration of this Agreement.

ARTICLE XXX. ENTIRE AGREEMENT

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

ARTICLE XXXI. MODIFICATION

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

ARTICLE XXXII. 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 XXXIII. 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 XXXIV. 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 XXXV. 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 XXXVI. 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 hereof.

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

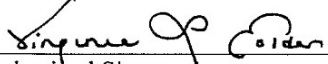
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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


Authorized Signature

CEO
Title

1/2/2020
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:

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.

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.

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

Virginia J. Eiden
Authorized Signature

CEO
Title

1/2/2020
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 Non-Residential Services to Victims of Domestic Violence, under this Agreement, as follows:

1. Non-Residential Domestic Violence Core Services

- A. **Service Definition** - Identifying, assessing, and providing non-residential services to victims of domestic violence in order to resolve the problems leading to violence, or to assist victims to establish themselves independently, if necessary, to avoid violence in accordance with the provisions of Section 459-a(5) of the Social Services Law and regulations at 18 NYCRR Section 462.4.
- B. **Eligible Persons** - A victim of domestic violence is defined in Section 459-a (1) of the NYS Social Services Law and in regulations at 18 NYCRR Section 462.2(d). Eligibility for non-residential services will be based upon group eligibility as described in 18 NYCRR Section 462.6(b)(1). Any person who meets the statutory definition of a victim of domestic violence will be eligible for such services, without regard to income. The Provider will be responsible for determining a person's eligibility for non-residential services. An individual Department application for services is not required.
- C. **Service Provision** - The Provider will operate a program of Non-Residential Domestic Violence Services, as described below and in the performance targets and milestones incorporated within Exhibit 2. The Provider will provide the described services consistent with the requirements of Section 459-a (5) of NYS Social Services Law and 18 NYCRR Section 462.2(a) and 18 NYCRR Section 462.4. The provision of core services is mandated for all Non-Residential Domestic Violence to include, hotline services, information and referral, shelter placement, advocacy, counseling services, and community outreach and education, as described in 18 NYCRR Section 462.4(a) .
 1. Equinox, Inc. operates a program of counseling and advocacy services for Albany County victims of domestic violence not currently residing at the Equinox Domestic Violence Shelter or other local domestic violence shelter. Non-residential services will be made available, as appropriate, to eligible persons residing in the community, as well as to victims residing in "generic" emergency shelter facilities.
 2. Telephone hotline services, as well as related information and referral services, as described in 18 NYCRR Section 462.4(a)(1), are provided from the domestic violence shelter, located at a confidential location in the City of Albany. Due to the nature of the services, persons in need access help via a telephone and so do not go to a specific location to be served. Callers to the hotline remain anonymous unless they seek shelter or non-residential services. At that time, an intake form is completed, which will go into the file if they become a resident or client. If they do not the form is shredded and disposed.
 3. All non-residential services delivered in-person will be provided off-site from the shelter. Advocacy is provided at Equinox and at all city and local courts.
 4. The Equinox Community Services Center has a separate waiting room reserved for victims who have security concerns.

4. The Equinox Community Services Center has a separate waiting room reserved for victims who have security concerns.
5. The Center also has a security system that permits a receptionist to “buzz” open a locked front door and a silent alarm system to local police. Courts have security staff that routinely assists advocates and their clients.
6. Case information is maintained in the client’s individual file, located in a locked file cabinet in the Equinox Domestic Violence Services staff offices. Information regarding cases will be kept confidential within the agency without a signed release of information from the client, with the exception of funder and state mandates. Advocates and counselors do not identify their affiliation with Equinox or the purpose of their call when calling clients unless the client has specifically indicated it is safe to do so.

All required core services are provided directly by Equinox, as follows:

7. Telephone Hotline Assistance (18 NYCRR Section 462.4(a)(1)) - Equinox operates a 24 hour/ seven days a week hotline, which is answered at the domestic violence shelter by trained staff. The hotline also serves as a point of intake for emergency shelter and non-residential domestic violence services.
8. The provision of core services as described in 18 NYCRR Section 462.4(a), is mandated for all Non-Residential Domestic Violence Service providers: hotline services, information and referral, advocacy, counseling services, and community outreach and education. The contract represents a continuation of existing core service provisions including a case manager for triage/referral and coordination of Domestic Violence [DV] Residential placements to Equinox and other DV Residential placements. Equinox services will include 24/7 coverage with the agency assuming responsibility for immediate assessment, safety planning and ensuring that the shelter needs of all legitimate victims are met. Services include sheltering at Equinox or making placement and transportation arrangements to other DV shelters and motels (providing intense case management during the transition from residential shelters and motel) for both Equinox and out of county DV placements assisting insuring that domestic violence victims will receive consistent services throughout their placement and transition. Another responsibility is to assist with hotline calls/walk-in inquiries during business hours and delivery of case management services to this population and to new services (Elder Abuse) through Equinox. In addition, an NRDV staff person on site at 162 Washington Ave will be at the discretion of Albany County Department of Social Services for integrated delivery of services to the victims
9. Information and Referral services as described in 18 NYCRR Section 462.4(a)(2)- Information and referral is provided through the 24-hour hotline, as well as by direct service staff to their clients. Equinox has developed a referral listing which is updated on an annual basis. Information and referral includes residential and non-residential domestic violence programs, batterer services, other community services, medical services and information about the criminal and family justice systems.
10. Advocacy as described in 18 NYCRR Section 462.4(a)(3)- Expanded Advocacy Services will be provided to TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence free living. Assistance to victims is provided in the form of accompaniment to legal system entities, health care facilities, social welfare systems agencies and other

11. Equinox has an advocacy office located at Albany County Family Court. Victims seeking orders of protection meet with an Equinox advocate, who assist them in preparing the petition and accompanies them in the courtroom. Other city and town courts in Albany County are included in a coordinated response of Equinox, Albany City Police Department Domestic Violence Unit and Albany County Comprehensive Crime Victims Assistance Program. An advocate is present at each criminal court to assist any domestic violence victims who may be present.
 12. Advocates provide case management, accompaniment and liaison services to domestic violence victims, maintaining appropriate records and statistics. They work closely with program counselors to provide comprehensive services to clients. They also develop and maintain positive working relationships with other community services providers. Qualifications include a minimum of a bachelor's degree in a human service related major or a minimum of two years human services experience. Advocacy is provided five days a week during business hours, as well as at other times, as required.
 13. Counseling as described in 18 NYCRR Section 462.4(a)(4)- Domestic Violence Counselors provide individual and group counseling to domestic violence victims and their children.
 14. Couples counseling will take place outside the agency. Counseling emphasizes safety, self-sufficiency and education. Counselors develop and maintain positive working relationships with other community services, and maintain appropriate records and statistics.
 15. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours.
 16. Community Education/Outreach Activities as described in 18 NYCRR Section 462.4(a)(5)- Education will be directed towards the professional community who interact with domestic violence victims (law enforcement, medical, courts, DSS), organizations and institutions that may provide other services to victims (schools, human service agencies, religious institutions) and to the public (adults and students). Special efforts will be made to ensure outreach programs are directed towards the disabled community, low-income populations, ethnic minorities and outlying parts of the county. Professional training and community education is scheduled for any day or time. Presentations are given during regular business hours, in the evening or during weekends as needed.
- D. **Expanded Counseling Services** - The two TANF domestic violence counselors (.45 FTE) will provide individual and group counseling. These counselors will expand the existing core non-residential services by increasing the program's counseling capacity. The TANF DV Counselors will provide counseling which emphasizes safety, self-sufficiency and education. The Counselors will be responsible for the maintenance of appropriate records and statistics, as well as the development and maintenance of positive working relationships with community agencies. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours. The counselors will provide services to a minimum of 15 cases during the course of this contract year.
- E. **Cooperation Amongst Providers** - The Provider agrees to fully cooperate and participate in such efforts and discussions with other service providers as may be initiated or requested by the Department, in order to ensure coordinated planning and service delivery to Albany County domestic violence victims.

EXHIBIT 2

PAYMENT FOR SERVICES

I. Contract Payment

- a. The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.
- b. The Provider will allocate program staff and resources, as specified in the approved program application attached to Exhibit 1.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred, as detailed under Article X, under a performance-based model, as described below.

- a. On a monthly basis, the Provider shall submit a claim to the Department, reflecting actual expenses incurred, in accordance with the line-item budget attached to Exhibit 1. Claims must be accompanied by appropriate documentation of expenses. Payments to provider will be issued monthly, with performance reviewed quarterly, as outlined in item "c" below. In the instance that performance falls below the minimum quarterly standard, further reimbursement will be withheld pending the Provider's performance becoming sufficient to meet targeted levels for the period.
- b. On a quarterly basis, the Provider shall submit a report of service provision and case-specific milestone achievement, in such form as the Department may require. The performance targets and milestones applicable to performance under this contract are detailed below. Attached are the targeted quarterly milestone breakdowns.
- c. Payment will be made monthly, contingent upon the Provider submitting evidence of achieving a minimum average of 75% of targeted milestones for the period. In the event that the Provider fails to meet agreed-upon levels of achievement during a given period, yet exceeds projections during other quarters and meets targeted levels for the full contract period, the amount of the withheld reimbursement will be restored.
- a. The Department will maintain sole discretion as to whether to renegotiate performance targets and milestones. If the Provider should request such renegotiation of performance targets and milestones, it must present compelling evidence that such renegotiation is necessary and that their failure was due to circumstances beyond their control. It is understood that for any renegotiation to be considered, the Provider must demonstrate the reasonableness of achievement levels actually anticipated, in relation to the anticipated funding amounts.

III. Expected Client Out Comes

ANTICIPATED CORE SERVICES

- **1,500** callers will receive information, referral and/or telephone counseling through Equinox's 24-hour hotline.
- **500** victims will develop a safety plan.
- **350** victims will secure orders of protection from the courts.
- **150** victims will file for orders of custody in order to ensure their children's safety.
- **150** victims will take the initial steps towards addressing an issue, which limits their ability to live a violence-free life.
- **80** victims will successfully achieve service plan goals on an ongoing basis necessary to accomplish addressing issues, which limits their ability to live a violence-free life.
- **1300** victims will benefit from knowledge of the dynamics of domestic violence and available services, provided through the community education and outreach efforts.
- **200** victims will be assessed for emergency shelter.
- **150** victims will complete intake procedures and be referred to safe housing.
- **160** emergency walk-in victims will receive information and referral services.
- **175** victims will obtain safe housing.

ANTICIPATED COUNSELING FOR TANF-ELIGIBLE VICTIMS OF DOMESTIC VIOLENCE:

- **25** victims of domestic violence will develop a safety plan.
- **25** victims of domestic violence will develop service plan goals.
- **15** victims of domestic violence will take the initial steps towards addressing an issue that limits their ability to live a violence-free life.
- **5** victims will successfully achieve a service plan goal, addressing a first issue that limits their ability to live a violence-free life.

TANF Requirements

Concerning the TANF Domestic Violence Counseling program, the Provider agrees to abide by all State and Federal requirements related to receipt of TANF Services funds, including the following, as well as any new or revised directives, which may be issued.

- a. The Provider agrees to obtain and maintain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Certifications should be obtained prior to acceptance of the case for services, but in no event later than 30

days from the initiation of services. The Provider on-site shall maintain all original certifications, with copies submitted to the Department for review.

- b. Administrative costs will be limited to 15% of the total program budget.
- c. An approved cost allocation form will be submitted to the Department for each related TANF-funded service component.
- d. TANF funds may not be utilized for medical services or capital construction costs.
- e. Incidental transportation and/or childcare reimbursement may be provided with TANF funds only if incorporated within the approved budget and only to Family Assistance recipients or employed individuals. Childcare provided on a recurring basis must be provided through the Local Social Services Child Care Block Grant.

VI. Other

- a. The provider agrees to maintain a case record on each resident, to include documentation of the specific date and means by which the resident achieved each designated milestone on a single form, and other pertinent forms and details of the case-specific service provision.
- b. All budgetary information and reports required under this section shall be submitted to the Contract Manager assigned by the Department.

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 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 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 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 INSD	SUBR 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 - COM/PO/AGG \$ 3,000,000
B	☒ 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
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			2019-34557UMB	1/23/2019	1/23/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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

County of Albany
Department of Social Services
162 Washington Avenue
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

K Grey, CIC, CRM, MBA

© 1988-2014 ACORD CORPORATION. All rights reserved.



1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141437421
 MARSHALL & STERLING UPSTATE
 PO BOX 931
 125 HIGH ROCK AVE #206
 SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
 AND SUBSCRIBE

POLICYHOLDER

EQUINOX INC
 500 CENTRAL AVE
 ALBANY NY 12206

CERTIFICATE HOLDER

COUNTY OF ALBANY
 DEPT OF SOCIAL SERVICES
 162 WASHINGTON AVE
 ALBANY NY 12210

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
A2123 517-1	482861	01/01/2020 TO 01/01/2021	1/3/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2123 517-1, 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.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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: 819040830