

# **County of Albany**

Harold L. Joyce  
Albany County Office Building  
112 State Street - Albany, NY 12207



## **Meeting Agenda**

**Wednesday, January 27, 2021**

**5:30 PM**

**Held Remotely**

**Elder Care Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AUTHORIZING AGREEMENTS REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
3. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING ANCILLARY LAUNDRY SERVICES FOR ELIGIBLE INDIVIDUALS IN THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
4. AUTHORIZING AN AGREEMENT WITH BIO-REFERENCE LABORATORIES, INC. REGARDING COVID-19 TESTING
5. AUTHORIZING AN AGREEMENT WITH COMPREHENSIVE HEALTHCARE SOLUTIONS REGARDING BILLING AND DEBT COLLECTION SERVICES
6. AUTHORIZING AN AGREEMENT WITH CDPHP REGARDING A DONATION TO SHAKER PLACE REHABILITATION AND NURSING CENTER AND AMENDING THE 2021 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET



# **County of Albany**

*112 State Street  
Albany, NY 12207*



## **Meeting Minutes**

**Wednesday, November 18, 2020**

**5:30 PM**

**Held Remotely**

**Elder Care Committee**

**PREVIOUS BUSINESS:**

**Present:** Carolyn McLaughlin, Bill L. Ricard, Robert J. Beston,  
Norma J. Chapman, Gary W. Domalewicz, Joanne  
Cunningham, Jeff S. Perlee and Jennifer A. Whalen

**Excused:** Frank J. Commisso

**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. AMENDING RESOLUTION NO. 13 FOR 2019 REGARDING THE PILOT RESTAURANT CONGREGATE DINING PROGRAM**

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 LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS**

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

**4. AUTHORIZING AN AGREEMENT WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS**

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

**5. AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS**

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

**6. AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING CONGREGATE MEAL SERVICES FOR SENIORS**

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 COLONIE SENIOR SERVICE CENTERS REGARDING CONGREGATE MEAL SERVICES FOR SENIORS**

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 SENIOR PROJECTS OF RAVENA REGARDING CONGREGATE MEAL SERVICES FOR SENIORS**

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

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

January 15, 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 enter into agreements with NYS approved providers for Expanded In Home Services to the Elderly Program (EISEP) and Title XX services. EISEP and Title XX home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

EISEP consumers have the option to choose to receive services under traditional home care or through consumer direction. Consumers or their representatives who receive services under the consumer directed in-home services model will have the responsibility for interviewing, selecting, scheduling, training, supervising and dismissing the in-home services worker.

Under the Consumer Directed Personal Assistance Program (CDPAP), NYS approved providers will act as fiscal intermediary and paymaster of record for home aides delivering in-home services to EISEP clients. The providers will deliver or arrange for local assistance, quality assurance as well as facilitate peer support for eligible recipients electing to utilize the CDPAP option.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-2192, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (EISEP)

Date: 12/29/2020  
Submitted By: Joseph DeAngelis  
Department: Social Services  
Title: Contract Administrator  
Phone: 518-447-7583  
Department Rep.  
Attending Meeting: Michelle 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):

Multiple - see attached

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,192,000

Scope of Services: Expanded In Home Services to the Elderly Program (EISEP) services delivered to eligible individuals according to a care plan

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: AA6070 01870

Revenue Amount: \$1,192,400

Appropriation Account and Line: AA6070 44425

Appropriation Amount: \$1,192,400

**Source of Funding - (Percentages)**

Federal: .

State: 43%

County: 57%

Local: .

**Term**

Term: (Start and end date) 4/1/2021 - 3/31/2022

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: 21

Date of Adoption: 2/10/2020

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

Approval is requested to enter into agreements with thirteen NYS approved providers for Expanded In Home Services to the Elderly Program (EISEP) and Title XX services. EISEP and Title XX home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care. Eligibility requirements are as follows:

- Individuals who are at least 60 years old and:
- In need of assistance with an Activity of Daily Living or two Instrumental Activities of Daily Living;
- Able to be maintained safely at home; and
- Not be eligible for the same services under Medicaid.

Eligibility requirements for consumer directed EISEP include those provided above, as well as:

- Be capable of making choices regarding their In-home services;
- Be capable of hiring, training, and supervising the in-home services worker; and
- Understand the impact of their choices, and assume responsibility for the results of these choices, or delegate authority to another who is capable of these tasks

EISEP consumers have the option to choose to receive services under traditional home care or through consumer direction. Consumers or their representatives who receive services under the consumer directed in-home services model will have the responsibility for interviewing, selecting, scheduling, training, supervising and dismissing the in-

home services worker.

Under the Consumer Directed Personal Assistance Program (CDPAP), NYS approved providers will act as fiscal intermediary and paymaster of record for home aides delivering in-home services to EISEP clients. The providers will deliver or arrange for local assistance, quality assurance as well as facilitate peer support for eligible recipients electing to utilize the CDPAP option.

Albany County Department of Social Services (DSS) contracts with all interested & qualified agencies to provide EISEP and/or Title XX services, thus there is no RFP. In addition, New York State Department of Health (NYSDOH) establishes the provider-specific recommended rates allowed for each level of service provision for each provider. The County will use the recommended Medicaid rate as a general rule, however, will not be limited by that rate under extenuating circumstances. EISEP services are provided to patients in the community under a NYS Office for the Aging Grant. 207 clients are currently being served under the EISEP Program.



### 2020 NYS AND/OR RECOMMENDED RATES PER HOUR

| Agency Name                                                                                             | Level 1 | Level 2 | Level 2<br>Hard to<br>Serve | Live in | Shared<br>Aid Level<br>1 | Shared<br>Aid Level<br>2 | Nursing<br>Supervisor<br>on | Nursing<br>Assessment | Consumer<br>Directed | Consumer<br>Directed<br>Enhanced | Consumer<br>Directed<br>Live in |
|---------------------------------------------------------------------------------------------------------|---------|---------|-----------------------------|---------|--------------------------|--------------------------|-----------------------------|-----------------------|----------------------|----------------------------------|---------------------------------|
| Accent Health Care<br>820 5 <sup>TH</sup> Ave.<br>Troy, NY 12182                                        | \$23.14 | \$23.59 | NA                          | NA      | \$23.17                  | \$24.02                  | NA                          | NA                    | NA                   | NA                               | NA                              |
| Accu Care Health Services<br>PO Box 148<br>Rensselaer, NY 12144                                         | \$22.55 | \$24.12 | NA                          | NA      | NA                       | NA                       | NA                          | NA                    | \$20.10              | NA                               | NA                              |
| Adept Health Care Services<br>406 Fulton St.<br>Troy, NY 12180                                          | \$22.96 | \$23.73 | NA                          | NA      | \$23.32                  | \$24.55                  | NA                          | NA                    | NA                   | NA                               | NA                              |
| All Metro Home Care<br>50 Broadway<br>Lynbrook, NY 11563                                                | \$19.88 | \$20.65 | \$25.46                     | NA      | \$18.19                  | \$18.82                  | NA                          | NA                    | \$19.81              | \$26.25                          | NA                              |
| Any-Time Home Care<br>127 South Broadway<br>Nyack, NY 10960                                             | \$23.28 | \$23.87 | \$30.36                     | NA      | \$30.42                  | \$28.24                  | NA                          | NA                    | 20.16                | \$28.61                          | NA                              |
| Attentive Care of Albany, Inc.<br>5 Computer Dr.<br>Albany, NY 12205                                    | \$20.73 | \$21.54 | NA                          | NA      | \$25.19                  | \$26.35                  | NA                          | NA                    | \$20.60              | NA                               | NA                              |
| Consumer Directed Choices<br>7 Washington Square<br>Albany, NY 12205                                    | NA      | NA      | NA                          | NA      | NA                       | NA                       | NA                          | NA                    | \$18.97              | 20.52                            | NA                              |
| ENS Health Care d/b/a Interim Health<br>Care of the Capital Region<br>1735 Central Ave Albany, NY 12205 | \$24.50 | \$25.76 | NA                          | NA      | \$24.53                  | \$25.87                  | NA                          | NA                    | NA                   | NA                               | NA                              |
| Family & Child Service of Schenectady<br>246 Union St.<br>Schenectady NY 12035                          | \$23.76 | NA      | NA                          | NA      | NA                       | NA                       | NA                          | NA                    | NA                   | NA                               | NA                              |
| Marquis Home Care<br>230 North Main Street<br>Spring Valley NY 10977                                    | 26.88   | \$27.66 | NA                          | NA      | NA                       | NA                       | NA                          | NA                    | NA                   | NA                               | NA                              |
| Maxim of New York, LLC<br>7227 Lee Deforest Dr.<br>Columbia, MD 21046                                   | \$23.01 | \$24.14 | NA                          | NA      | NA                       | NA                       | NA                          | NA                    | \$21.76              | NA                               | NA                              |
| Unlimited Care, Inc.<br>19 Aviation Drive<br>Albany, NY 12205                                           | \$24.15 | \$22.61 | NA                          | NA      | \$27.51                  | \$26.77                  | NA                          | NA                    | \$24.87              | NA                               | NA                              |
| Visiting Nurses Home Care<br>150 Broadway<br>Menands, NY 12204                                          | \$23.32 | \$24.00 | NA                          | NA      | \$23.45                  | \$24.30                  | NA                          | NA                    | \$21.05              | NA                               | NA                              |

**AGREEMENT FOR  
EISEP and/or Title XX AND  
EISEP CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM  
BY AND BETWEEN  
ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
ACCENT HEALTH CARE**

**PURSUANT TO RESOLUTION NO. 21, ADOPTED 2/10/2020**

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Accent Care Health located at 820 5<sup>th</sup> Avenue Troy, New York 12182 (hereinafter referred to as the "Provider").

**WITNESSETH:**

**WHEREAS**, the County is authorized to provide Expanded In-Home Services for the Elderly (EISEP) for eligible adults, sixty years of age and over, in accordance with Parts 6651 and 6654 of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York (9 NYCRR Parts 6651 and 6654); and

**WHEREAS**, the County is authorized to administer such care, treatment and services, including homemaker services as described in Title XX of the United States Social Security Act, which are deemed necessary to restore persons unable to maintain themselves to a condition of self-support, pursuant to Title 7 of Article 5 (Sections 250-259) of the New York State Social Services Law and state regulations at 18 NYCRR Part 460; and

**WHEREAS**, the Provider is appropriately certified and is able to provide the aforementioned services under the EISEP and Title XX homemaker services and/or EISEP Consumer Direct Program; and

**WHEREAS**, the County has accepted the offer of the Provider to provide services in accordance with 9 NYCRR Part 6654 of the EISEP regulations to enable EISEP recipients (hereinafter referred to as the "Consumer") to utilize EISEP services.

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

**ARTICLE I. SCOPE OF SERVICES**

At the County's request, the Provider shall provide EISEP services to individuals with the aim of maintaining said persons' health and safety in his or her home according to a plan of care developed by the County based upon an assessment of the consumer's needs and the appropriateness and cost effectiveness of services.

The Provider has been designated to provide: (only one checked)

- ☒ Exhibit 1- only- EISEP and Title XX services
- ☐ Exhibit 2 –only EISEP Consumer Directed Program (CDPAP)
- ☐ Both Exhibit 1 and 2, EISEP, Title XX and the Consumer Directed Program

If approved as an EISEP Consumer Directed Provider, the Provider will act as fiscal intermediary and paymaster of record for home aides delivering in-home personal care services to eligible recipients electing to utilize the consumer directed program. Services are to be provided as more particularly defined in Exhibit 2 of this agreement, attached hereto and made a part hereof.

The Provider shall be responsible for the Scope of Services specific to each program contained herein as Exhibit 1 and/or 2.

## ARTICLE II. GENERAL PROVISIONS

**1. Providers as Independent Contractors** - The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District. The Provider agrees that it will, at all times, indemnify and hold the Social Services District, the New York State Office for the Aging (NYSOFA), and The State of New York and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant, or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District, or the New York State Office for the Aging, or the State of New York. Notwithstanding the foregoing, the Provider shall be required to defend, indemnify, and hold harmless the Social Services District, the New York State Office for the Aging, or the State of New York for any losses resulting solely from the provider's negligence.

**2. Authorization and Request for Personal Care Services.** The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required, so that the County and the New York State Office for the Aging (NYSOFA) will be able to fulfill their functions and responsibilities.

**3. Provision of Personal Care Services.** The Provider will comply with all applicable laws, statutes, rules and regulations governing the terms and conditions of the Agreement including, but not limited to, 9 NYCRR Part 6654 of the EISEP regulations and Title XX regulations. The Provider shall complete the service in a timely manner and protect the interests and rights of the County to the fullest extent reasonably possible.

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

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

**4. Local Law No.1 for 2002** - As part of this Agreement, prior to contracting with Albany County, the Provider will comply with those provisions of Local Law No. 1 for 2002, as well as the Procedures created as a result thereof, which require the background screening of those home care services provided by a home care services agency; this provision involving home care services is not superseded by 10 NYCRR 400.23, 763.13, 766.11 and 18 NYCRR 505.14, which excludes those employees licensed pursuant to Title 8 of the Education Law. A copy of said Law and Procedures are a part of this Agreement and attached hereto as Exhibit 4.

- Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check (screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties).

- Any breach of this Local Law or implementing procedures by the Provider, its agents or representatives, may be cause for immediate termination of this Agreement. The County agrees to notify the Provider immediately upon knowledge of said breach and to provide pertinent information regarding the non-complying occurrence. The County will suspend payments and seek reimbursement of any prior payments, which were based on the services provided by the non-complying agent or representative of the Provider. The County agrees to give the Provider a period of up to five (5) days, upon receipt of the above information, to remedy the breach to the County's satisfaction.

5. **Performance Standards** - The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
  1. The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
  2. The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
  3. Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
  4. The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall, in no event terminate services to a client without the prior approval of the Social Services District.
  - d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
  - e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.
- 6. Administrative Supervision** - The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:
- a. Notify the case management agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
  - b. Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
    - 1. the skills needed by the patient;
    - 2. the patient's cultural background, primary language, personal characteristics and geographic location; and
    - 3. the ability of the personal care aide to communicate with the patient or on the patient's behalf;
    - 4. Promptly provide a replacement when the assigned personal care aide:
      - 5. is unavailable;
      - 6. does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
      - 7. is not performing to the satisfaction of the client.
  - d. Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
  - e. Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;
  - f. Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
  - g. Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administrative activities.

### **ARTICLE III. CONFIDENTIALITY REQUIREMENTS**

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

### **ARTICLE IV. INFORMATION ACCESS**

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

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

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

### **ARTICLE V. COOPERATION**

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

### **ARTICLE VI. FAIR HEARINGS**

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

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

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

### **ARTICLE VII. SCHEDULE**

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (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).

#### **ARTICLE VIII. ACCOUNTING RECORDS**

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

#### **ARTICLE IX. INDEPENDENT AUDIT**

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

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

#### **ARTICLE X. FEES**

In consideration of the terms and obligations of this Agreement, unless otherwise negotiated between the Department and the Provider, the County agrees to pay and the Provider agrees to accept the hourly EISEP rate set by New York State as full compensation for the Services described under this Agreement,

In the event that the New York State rate increases or decreases, the Maximum allowable rate for Personal Care will automatically increase or decrease to the new State maximum rate. Once the Provider receives notification of the final State Approved rate, a copy of the notification immediately must be submitted to the Accounting unit of the Albany County Department of Social Services in order to receive reimbursement for any services rendered. Reimbursement will reflect allowable payments for the current grant period described in the current Article XX program plan. In the event the new State approved rate decreases during the current grant period, the provider will need to revise its claims for reimbursement from the County accordingly and any amounts overpaid by the County shall be repaid to the County.



The Social Services District shall reimburse the Provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment; no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth.

EISEP payment will be processed through the Department's Accounting Department, upon receipt of the completed Albany County Claim Form. Payment shall not exceed the number of authorized weekly hours.

Claims for EISEP and Title XX recipients must be submitted to the County within thirty (30) days after the last date of service within a given month or within thirty (30) days after notification of a change in rate. Claims submitted after that time period will be considered late and reimbursement will be subject to the discretion of the County. All EISEP vouchers must be accompanied by an EISEP voucher cover letter (see Exhibit 3 attached hereto and made a part hereof).

#### **ARTICLE XI. NON-APPROPRIATIONS**

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by 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 XII. INDEMNIFICATION**

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

#### **ARTICLE XIII. INSURANCE**

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

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



#### **ARTICLE XIV. 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 XV. CONFLICT OF INTEREST**

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

#### **ARTICLE XVI. NON-DISCRIMINATION**

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

#### **ARTICLE XVII. SUSPENSION AND DEBARMENT**

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (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 (3) years.

#### **ARTICLE XVIII. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New York and any legal actions or proceedings pertaining to this Agreement must be commenced within the courts in the County of Albany in the State of New York.

#### **ARTICLE XIX. TERM OF AGREEMENT**

The term of this Agreement shall commence on April 1, 2020 and continue in effect through March 31, 2021. It is agreed by the Provider that performance not within the scope of this executed Agreement will not be paid for by the County.

## **ARTICLE XX. TERMINATION OF AGREEMENT**

This Agreement may be terminated at any time by either party upon written to the other party 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 either party. The date of such notice shall be deemed to be the date the notice is received by either party, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to either party, 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, in 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. LICENSES**

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

### **ARTICLE XXVI. 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 XXVII. 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 XXVIII. MODIFICATION**

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

**ARTICLE XXIX. ADDITIONAL ASSURANCES**

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

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

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

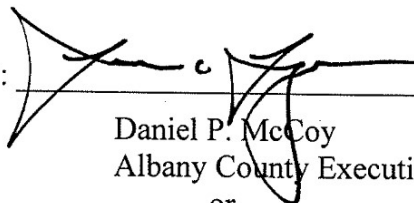
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

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

COUNTY OF ALBANY

DATE: 5/26/2020

BY: \_\_\_\_\_

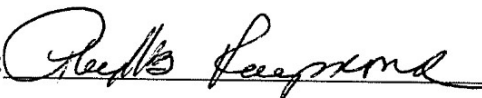


Daniel P. McCoy  
Albany County Executive  
or  
Daniel C. Lynch, Esq.  
Deputy County Executive

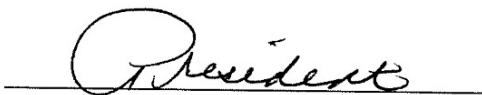
ACCENT HEALTH CARE

DATE: 4/30/2020

BY: \_\_\_\_\_



Signature



Title

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

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

On the 11<sup>th</sup> day of May, 2020, before me, the undersigned, personally appeared Phyllis Raymond, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary E. McLoughlin  
Notary Public State of New York  
Qualified in Rensselaer County  
No. 01MC6009849  
Commission Expires July 6, 2022

Mary E. McLoughlin  
NOTARY PUBLIC

## SCHEDULE A

### INSURANCE COVERAGE

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

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

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

4. **Professional Liability Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000. (NOTE: This type of coverage is not applicable for EISEP/Consumer Direct Program)

**SCHEDULE B****AUTOMOBILE INSURANCE WAIVER STATEMENT**

I, Phyllis Raymond, do hereby affirm that during the term of Albany County's contract with Accent Health Care, 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: 4/30/2020

By: Phyllis Raymond  
Signature

President  
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).

Accent Health Care Services, Inc  
Organization

Raymond  
Authorized Signature

President 4/29/30  
Title Date

## SCHEDULE D

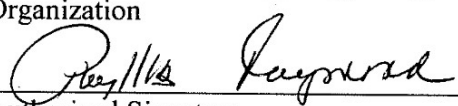
### Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Accent Health Care Services, Inc  
Organization

  
Authorized Signature

President  
Title

4/30/2020  
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

### EISEP and Title XX HOME CARE SERVICES

Title XX homemaker and EISEP services shall be provided according to a plan of care devised by the County based upon an assessment of the consumer's needs and the appropriateness and cost effectiveness of services. Title XX homemaker shall be provided by the Provider under the supervision of a registered professional nurse.

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons to receive services and the nature of the services to be rendered.

According to 18 NYCRR 505.14(a)(1), "Personal care services means some or total assistance with personal hygiene, dressing and feeding; and nutritional and environmental support functions."

Personal care services shall include both Level I and Level II services, including Shared Aide Level I and Level II

Level I services shall be limited to the performance of nutritional and environmental support functions, such as meal preparation, cleaning, laundry, assisting with paying bills and essential errands.

Level II services shall include all of Level I services and personal care functions, such as bathing, dressing, feeding, etc.

Shared Aide "means a method of providing personal care services under which a social services district authorizes one or more nutritional and environmental support functions or personal care functions for each personal care services recipient who resides with other personal care services recipients in a designated geographic area, such as in the same apartment building, and a personal care services provider completes the authorized functions by making short visits to each such recipient".

All services shall be rendered in a manner consistent with the requirements of the County and state regulations at 18 NYCRR Part 460, as well as any subsequent regulation and applicable Federal and State Law.

## EXHIBIT 2

### EISEP- CONSUMER DIRECTED PROGRAM

1. Although the Consumer is not a party to this agreement, the Consumer will be required to execute a separate agreement confirming his/her responsibilities as detailed below in #4.
2. Albany County Department of Social Services is responsible for the following:
  - a. Determine that the Consumer is a resident of the authorizing county and eligible for Consumer Directed EISEP services.
  - b. Determine, pursuant to an assessment of the person's appropriateness for the Consumer Directed EISEP program conducted by a Caseworker and/or Nurse that the Consumer is in need of home care services.
  - c. Determine that the Consumer is able and willing, independently or with the assistance of a legal guardian, a designated relative or other adult to make informed choices, understand the impact of those choices and be able to assume responsibility for the results of the choice as to the type and quality of services, including but not limited to, personal care, Home delivered meals, day care, transportation, and respite services.
  - d. The Local Social Services Department will authorize the amount of services required and will authorize the reimbursement for Consumer Directed Personal Assistance Program (CDPAP) services to the Provider as prescribed by New York State through the initial assessment and periodic reassessments.
  - e. Transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in Consumer Directed EISEP services.
  - f. An annual audit of the Provider to ensure required paperwork for the attendants has been completed (i.e. annual health assessment, pertinent tax forms, etc.) and is current. Staff will also review time sheets and accounting procedures. Time sheets will include date, time in and out and be signed by the consumer and the attendant.
3. The responsibilities of contracted providers under Consumer Directed EISEP program will include the following:
  - a. The Provider shall provide Consumer Directed In-Home services in accordance with Section 9 NYCRR 6654.15 of the EISEP regulations and other directives as may be issued by NYSOFA.
  - b. The Provider will assume the role of fiscal intermediary and act as the paymaster of record for the Consumer's In-Home Services Worker (hereafter called the "CDPA") and will provide or arrange for local assistance, quality assurance and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. The provider will work closely with the County in all phases of the delivery of EISEP services under the Community Living Program (CLP) grant to be provided under this agreement. On behalf of employing consumers the Provider will provide administrative infrastructure and support services to allow a consumer to independently recruit, hire, employ, supervise and discharge attendants at their decision. This includes:
    - i. processing the Consumer's Personal Assistant payroll including Federal, State and local income tax and other payroll withholding requirements including FICA,

- unemployment and other benefits. Ensuring compliance with statutory benefits such as unemployment, disability and workers' compensation;
- ii. monitoring compliance of the completion of all required employment documents
- iii. monitoring compliance of the completion of the required Consumer Directed In Home Service Worker's annual health assessment
- iv. maintaining personnel records for each consumer directed personal assistant, including time sheets and other documentation needed for payroll and benefit processing and a copy of the medical documentation required pursuant to 9 NYCRR 6654.15 EISEP regulations and (d) or any successor regulation. Spouses and legally responsible individuals, such as Power of Attorney are not eligible to be an attendant for the EISEP consumer.
- v. Maintaining records for each consumer including copies of the social services district's authorization or reauthorization and other documentation of the Provider's ongoing efforts to monitor the consumer's ability to fulfill those responsibilities.
- vi. monitoring the consumers or if applicable, the consumers designated representative's continuing ability to fulfill the consumer's responsibilities under the program as outlined in the written consumer agreement and promptly notifying the Department of any circumstance that may affect the consumers, or if applicable, consumers designated representative ability to fulfill those responsibilities.
- vii Coordinating access to health facilities capable of providing the required annual worker health assessment and other health related program requirements.
- viii. Sending appropriate notification to the Department to terminate the consumer from the fiduciary intermediary agency.
- xix. Monitoring and collection of the client's monthly cost share amount and inform the County when consumers approach the monthly maximum cost share to ensure that the clients are not billed in excess of the capped amount.
- c. The Provider and the consumer shall sign a contractual agreement to fulfill the Consumer Directed EISEP program responsibilities.
- d. The Provider shall be responsible for appropriate notification to the patient of intent to transfer or terminate the patient from the fiduciary intermediary agency.
- e. The Provider will establish an ongoing advisory committee for the purpose of program review and support.
- f. The Provider will work closely with the Albany County Department of Social Services in all phases of the delivery of Consumer Directed EISEP program to be provided under this agreement.
- g. The Provider shall coordinate employee leave, health care insurance, and other benefit programs.
- h. The Provider may provide recruitment and service coverage assistance and information assistance with training, supervision, advocacy and care management.
- i. The Provider shall maintain policies and procedures which address:
  - i. develop and implement an effective budget/accounting system.
  - ii. maintain a Quality Assurance Program meeting the approval of the County
  - iii. grievance and complaint procedures
  - iv. data collection and submission of statistical reports as required by the Department and NYSOFA.

- v. use forms provided by the County, if applicable. If no County form has been issued, such may be developed by the Provider. However; the County reserves the right to approve any such forms and manuals, prior to public distribution
  - vi. Any indication of fraud by the consumer or personal assistant should be brought to the attention of the County for follow up
  - vii. facilitate EISEP Consumer Directed billing for County authorized hours based on the time sheets received from employing consumers.
  - viii. facilitate the provisions of peer support to Consumers.
4. The Consumer and/or the Consumer's designated representative shall undertake the following:
- a. Recruit, interview, hire, train, supervise, schedule and terminate the Consumer Directed In Home Services Worker.
  - b. Provide equal employment opportunities as specified in the Consumer's agreement with the Provider and the Employment/Wage Agreement which is signed by both the Consumer and the Consumer Direct In Home Services Worker.
  - c. Inform the Provider of any changes in status including, but not limited to, address, telephone number, Consumer Direct In-Home Service Workers' names, addresses, hours worked and consumer's hospitalization or other institutional admission. Inform the Albany County Department of Social Services of any change in status, including address, telephone number changes and consumer's hospitalization or other institutional admission.
  - d. Submit the required paperwork to the Provider including time sheets, annual worker health assessments, and required employment documents. Each week the time sheets need to be reviewed for accuracy by the consumer and/or the Consumer's surrogate. Time slips must include time in and out of each shift and date. By submitting the time slips, the Consumer and/or Consumer surrogate attest the Consumer Direct In-Home Services Worker has worked those hours and will be held responsible, if it has been determined fraud had been committed due to the submission of fraudulent time slips.
  - e. Arrange and schedule back up Consumer Directed In-Home Services Worker coverage for vacations, holidays, and in case of illness.
  - f. Distribute paychecks to each Consumer Direct In-Home Services Worker.
  - g. Insure that each Consumer Direct In-Home Services Worker works the hours indicated on the time sheet in accordance with the plan of care.
  - h. Meet caseworker annually for the required reassessment and/or if the situation warrants all parties meeting more frequently, as determined by Albany County DSS caseworker.
  - i. Enter into a written agreement with the Provider which acknowledges these responsibilities.
  - j. The Consumer must ensure that persons providing services within this program are at least 18 years of age or otherwise age appropriate and allowed for under New York State Department of Labor standards have a Social Security number and be capable of performing the functions required by the patient. Payment for services shall not be made to a patient's spouse. The attendant cannot be the designated representative and cannot have been convicted of elder abuse or Medicaid Fraud.
  - k. The attendant is not permitted to submit payment for any time period in which the consumer was hospitalized or institutionalized.
  - l. If requested, a fingerprint and background check on any attendant the consumer hires, should be done through the Albany County Sheriff's Department and the results will be sent directly to the consumer. The Consumer is responsible for the cost of the fingerprinting and background checks.

**EXHIBIT 3**

County of Albany

**EISEP VOUCHER COVER**

Claimant: Albany Health Care Services, Inc Date: 4/30/2020  
 (Agency Name)

|           |       |         |                  |
|-----------|-------|---------|------------------|
|           | Hours | Dollars | Month of service |
| Level One | _____ | _____   | _____            |
| Level Two | _____ | _____   |                  |
|           | Hours | Dollars | Month of service |
| Level One | _____ | _____   | _____            |
| Level Two | _____ | _____   |                  |

Submitted by: \_\_\_\_\_  
 (Signature)



## EXHIBIT 4

### LOCAL LAW NO. 1 FOR 2002

#### A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING AND UPDATING LOCAL LAW NO. 4 FOR 1997 REQUIRING THE BACKGROUND SCREENING OF POTENTIAL HOME CARE WORKERS PRIOR TO CONTRACTING WITH ALBANY COUNTY AND TO AUTHORIZE THE VOLUNTARY BACKGROUND SCREENING OF PRIVATE HOME CARE PROVIDERS

Introduced: 3/11/02

By Messrs. Domalewicz, McCoy, Messercola, Monjeau, Riddick, Ward, Mss. Willingham, Connolly, Messrs. Infante, Aylward, Beston, Collins, Commisso, Ms. Denison, Messrs. Ethier, Gordon, Houghtaling, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, Reilly, Richardson, Stackrow, Steck, Clouse and Ms. Wiley:

BE IT ENACTED by the Legislature of the County of Albany as follows:

#### SECTION 1. Legislative intent and purpose.

- A. This Legislature finds and determines that to protect the health, safety, and welfare of persons receiving home care services, that employees of any person, corporation, or other entity seeking to contract with the County of Albany on or after the effective date of this Local Law to provide home care services must require all employees and prospective employees who will be assigned to clients under the supervision of Albany County to be background checked by being fingerprinted and having their criminal history record reviewed.
- B. This Legislature further finds and determines that it is in the best interests of Albany County citizens receiving home care services to have the opportunity to have private providers of home care services be background checked on a voluntary basis by being fingerprinted and having their criminal history record reviewed.
- C. This Legislature further finds and determines that the Division of Criminal Justice Services (DCJS) requires that local laws must contain certain elements to grant them authority to conduct fingerprinting and criminal history record checks.
- D. Accordingly, a purpose of this Local Law is to provide authority for the mandatory fingerprinting and criminal history record checks of home care service provider employees and prospective employees who will be assigned to clients under the supervision of Albany County prior to Albany County entering into a contractual relationship with said service providers by requiring all such providers and provider personnel to be background checked by Albany County.
- E. The further purpose of this Local Law is to provide authority for the voluntary fingerprinting and criminal history record checks of private home care service providers.

#### SECTION 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

**COUNTY PROVIDER** - Any person, corporation or other entity seeking to contract with the County of Albany to provide home care services on or after the effective date of this Local Law.

**PRIVATE PROVIDER** - Any person, corporation or other entity seeking to provide home care services within the County of Albany on or after the effective date of this Local Law.



HOME CARE SERVICES - One (1) or more of the following services provided to persons at home:

- A. Those services provided by a home care services agency.
- B. Home health aide services.
- C. Personal care services.
- D. Homemaker services.
- E. Housekeeper or chore services.

The terms herein shall have the meanings as defined in Section 3602 of the Public Health Law and as further defined in Title 18 of the New York Codes, Rules and Regulations.

COUNTY PROVIDER PERSONNEL - Any home care service employees and prospective employees who will be assigned to clients under the supervision of Albany County. "Employees" shall include management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

PRIVATE PROVIDER PERSONNEL - Any home care service provider assigned to clients who are Albany County residents, excluding those clients under the supervision of Albany County as defined above. Private Provider Personnel includes independent contractors, employees, management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

SECTION 3. Fingerprinting and criminal history review as a condition of contracting with Albany County.

A condition of a County Provider's eligibility to contract with Albany County on or after the effective date of this Local Law, all County Provider Personnel as defined herein shall be required to be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility to contract with Albany County, and/or continued eligibility.

In order for a Private Provider Personnel to apply for review, the Private Provider Personnel as defined herein shall be required to make an application and be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility, and/or continued eligibility.

SECTION 4. Review of fingerprint cards; fees.

Fingerprint cards for all County Provider Personnel shall be prepared by each County Provider and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee to be paid by the County Provider. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

Fingerprint cards for Private Provider Personnel shall be prepared by each applicant and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee. Fingerprint cards and the applicable fee will be forwarded to

DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

#### SECTION 5. Processing and forwarding of criminal history records.

The criminal history records processed by DCJS concerning County Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records, and the determination on eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification, the County Provider shall require the County Provider Personnel to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff. Upon a determination of disqualification, the Sheriff shall notify the County Provider and the County of said determination. Said notice to the County Provider shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

The criminal history records processed by DCJS concerning Private Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records in relation to the prohibitions of a County Provider Personnel's eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification of a County Provider Personnel, the applicant shall be required to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff.

Upon a determination of what would be a disqualification for a County Provider Personnel, the Sheriff shall notify the Private Provider applicant of said determination. Said notice to the applicant shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

#### SECTION 6. Duties of the Sheriff's Department.

The Albany County Sheriff's Department shall establish procedures and forms for the orderly administration of this Local Law. Procedures shall be established which are necessary for the implementation of the process for appeal pursuant to Section 5 of this Local Law. The Sheriff's Department shall establish procedures for the periodic review of County Provider records to ensure compliance with this Local Law throughout the contract period with Albany County. The Sheriff's Department shall establish procedures pertaining to all notifications for both County Provider Personnel and Private Provider Personnel. Such notification procedures shall include, but not be limited to, the notification of disqualifying offenses reported to the Sheriff's Department pertaining to either County Provider Personnel or Private Provider Personnel after the completion of the initial background screening and the notification requirements pertaining to County Provider Personnel's responsibilities to report any convictions of offenses that would disqualify him/her from being assigned to clients under the supervision of Albany County.

#### SECTION 7. Disqualification from contracting with Albany County and eligibility criteria for Private Provider Personnel.

Any County Provider Personnel who has been convicted of the crimes including, but not limited to, those set forth herein, or convicted of any other crimes which in the judgment of the

Albany County Sheriff endangers the health, safety, and physical and/or mental well-being of a recipient of home care services, shall result in the disqualification of a County Provider from consideration for contracting with Albany County until such time said disqualification is rectified. The following shall be the criteria used to determine the qualification of a Private Provider Personnel applicant for eligibility:

A. A County Provider Personnel shall be permanently disqualified from being assigned to clients under the supervision of Albany County if that person has been convicted or forfeited bond or collateral, which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 120.01, 120.30, 120.35, 125.10, 125.12, 125.15, 125.20, 125.25, 125.27, 130.30, 130.25, 130.35, 130.40, 130.45, 130.50, 130.60, 130.65, 130.66, 130.67, 130.70, 130.85, 135.20, 135.25, 135.55, 150.20, 155.30, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 220.46, 260.00, 260.10, 260.25, 260.30, 260.32, 260.34, 263.05, 263.10, 263.15, or 265.04 of the New York Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or an offense committed under a former section of the Penal Law which would constitute a violation of the aforesaid sections of the Penal Law. However, such disqualification with regard to convictions upon a violation of Sec. 125.12, 125.20, 125.25, 125.27, 130.25, 130.30, 130.35, 130.45, 130.50, 130.60, 130.65, 130.70, 135.25, or 150.20 of the Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of these offenses under Sec. 110.00 of the Penal Law may be waived, provided that ten (10) years have expired since the proposed County Provider Personnel was discharged or released from a sentence of imprisonment imposed pursuant to conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the New York Correction Law. Such certificate shall only be issued by the court having jurisdiction over such conviction and shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on that person's prospective employment as a home care services employee, prior to granting such a certificate. Furthermore, such disqualification with regard to convictions upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 125.10, 125.15, 130.25, 130.40, 130.60, 130.65, 135.20, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 260.00, 263.05, 263.10, 263.15 or 265.04 of the Penal Law, or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law, shall be waived, provided that ten (10) years have expired since the applicant was incarcerated pursuant to a sentence of imprisonment imposed on conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such a certificate.

B. A County Provider Personnel shall be disqualified for a period of ten (10) years from the date of last conviction specified herein from being assigned to clients under the supervision of Albany County if that person has been convicted of or forfeited bond or collateral which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.10, 105.13, 115.05, 120.00, 120.03, 120.04, 120.05, 120.10, 120.11, 120.12, 120.25,

125.13, 125.40, 125.45, 130.20, 130.25, 130.55, 130.75, 130.80, 135.10, 135.55, 140.17, 140.20, 140.25, 140.30, 145.12, 150.10, 150.15, 155.25, 155.30, 155.35, 155.40, 155.42, 160.05, 160.10, 220.05, 220.06, 220.09, 220.16, 220.31, 220.34, 220.44, 220.60, 221.30, 221.50, 221.55, 230.00, 230.05, 230.06, 230.20, 230.25, 230.30, 230.32, 235.05, 235.06, 235.07, 235.21, 240.06, 245.00, 260.10 and Subdivision 2 of Sec. 260.20 and Secs. 260.25, 265.02, 265.03, 265.08, 265.09, 265.10, 265.12 and 265.35 of the Penal Law or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any similar offenses committed under a former section of the Penal Law which would constitute violations of the aforesaid sections of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law. However, such disqualification shall be waived provided that the applicant has been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the job applicant was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such certificate.

#### SECTION 8. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### SECTION 9. Effective date.

This law shall take effect immediately upon filing with the Secretary of State.

*Referred to Public Safety Committee. 3/11/02*

*Favorable Recommendation - Public Safety Committee. 3/26/02*

*On roll call vote the following voted in favor: Mr. Aylward, Mss. Barlette, Benedict, Messrs. Beston, Clouse, Collins, Commisso, Ms. Connolly, Mr. Dawson, Ms. Denison, Messrs. Domalewicz, Ethier, Gordon, Graziano, Houghtaling, Infante, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, McCoy, Melchionni, Messercola, Monjeau, Nowicki, Mss. Prentiss, Reed, Messrs. Reilly, Riccitelli, Richardson, Riddick, Stackrow, Steck, Ms. Tatro, Mr. Ward, Mss. Wiley, Willingham and Mr. Young - 37*

*Those opposed: - 0.*

*Ms. McKnight abstained.*

*Local Law was adopted. 4/8/02*

## **ALBANY COUNTY SHERIFF'S DEPARTMENT PROCEDURE FOR SCREENING OF HOME CARE EMPLOYEES**

*Pursuant to Local Law No. 1 for 2002*

### **I. SCREENING**

Pursuant to Local Law No. 1 for 2002, Section 3, the Albany County Sheriff's Department shall be responsible for the screening of all current and prospective home care employees as a condition of eligibility to contract with Albany County for the provision of such services. Screening shall include, but not be limited to, the following:

- Fingerprinting
- Review of criminal convictions and pending criminal actions as identified by the New York State Division of Criminal Justice Services (DCJS).

## II. PROCEDURE

### A. Home Care Provider's Responsibilities/Actions

1. Providers must furnish the Albany County Sheriff's Department with a list of all current and prospective employees who will be providing home care services to clients who are under the supervision of Albany County to arrange for screening. No current or prospective employees who have not completed the screening process will be allowed to be assigned and to provide home care services to clients under the supervision of Albany County.
2. It will be the Provider's responsibility to notify the Albany County Sheriff's Department of any new prospective employees for screening, who will be providing home care services to clients under the supervision of Albany County, within three (3) working days of hiring, via mail, fax or e-mail and to coordinate with the Sheriff's representative in scheduling interviews for screening.
3. It will be the Provider's responsibility to instruct each current or prospective employee in writing of the procedures required to comply with the Local Law.
4. Monthly, by the sixth (6th) of every month, Providers must supply the Albany County Sheriff's Department, and the Albany County Department of Social Services with a Certified (signed assurance by the Provider official with such knowledge) and updated list of current (as well as new) employees, who currently provide or may be providing services to clients under the supervision of Albany County. This list must also contain the screening completion date of each employee.
5. Providers must supply the fee of fifty dollars (\$50) per applicant prior to the fingerprinting to the Albany County Sheriff's Department. This fee must be paid in the form of a money order or check from the provider agency (no personal checks), made payable to the NYS Division of Criminal Justice Services. A separate check of \$50 must be submitted for each applicant - any checks in excess of that amount will be returned.
6. Providers are responsible for informing the Albany County Sheriff's Department of any employee that has been terminated or resigned from the Agency.
7. It is the Provider's responsibility, upon notification by the Sheriff's Department of disqualification, to immediately remove disqualified personnel from consideration involving assignment to Albany County cases and to subsequently verify to the Sheriff's Department and DSS, via a certified written assurance, the date of removal. DSS will monitor compliance.

### B. Albany County Sheriff's Department Responsibilities



1. Sheriff's Department representative will schedule interviews for all employees of home care providers for fingerprinting by coordinating with the Provider representative. This appointment can be scheduled by calling 487-5365; fingerprinting is completed on Tuesday, Wednesday and Thursday between the hours of 9:30 am and 3:30 pm. If an employee is more than an hour late for the scheduled appointment, a new appointment will be made for the applicant.
2. Sheriff's representative will provide the appropriate authorization form to be completed by the employee.
3. Sheriff's representative will verify each employee's identity by reviewing appropriate identification documents which must include two forms of ID (one photo ID) such as:
  - a. Driver's license
  - b. Birth Certificate
  - c. Passport
  - d. Baptismal Certificate
  - e. Immigration and Naturalization Card
  - f. DD Form 214 (Military Discharge)
  - g. Social Security Card
  - h. NYS Benefit Card
4. Sheriff's representative will batch the fingerprints and the applicable processing fee, then forward to NYS Division of Criminal Justice Services (DCJS).
5. Upon receipt from the NYSDCJS, the Sheriff's representative will review for clarity and completeness, obtain additional information if required, flag persons with criminal records, and complete the appropriate Notification to Home Care Provider form.
6. The Sheriff's Department will provide Notification of Disqualification or Notification of Completion/Passing of the screening process to the Provider and DSS.
7. The Sheriff's Department will maintain a computerized record of all applicants including the processing dates.

C. Albany County Department of Social Services Responsibilities

1. Department of Social Services will submit to the Sheriff on an annual basis a current list of all existing Provider agencies.
2. Department of Social Services will do a random audit of Provider agencies under the auspices of the New York State Department of Health, to make sure that all personnel assigned to Department of Social Services cases have been referred for screening. Department of Social Services will notify the Sheriff of any non-referred personnel and will provide the Provider, in writing, the names of those employees not in compliance.

III. **DISQUALIFICATION FROM CONTRACTING**

Failure to comply may result in termination of the contract and removal of all DSS clientele from the care of the Provider Agency under the terms and conditions of the contract. Failure to comply will be deemed to occur when a Provider Agency has assigned disqualified staff to DSS clients or when a Provider Agency has failed to submit staff for screening pursuant to these guidelines.

#### IV. APPEAL PROCESS

1. The decision of the Sheriff may be appealed in writing by the applicant to the Office of the Albany County Sheriff within thirty (30) days upon notification of disqualification. The applicant must state in detail the basis for appeal and include any documentation in support of appeal.
2. A review committee will be established which will include, but not be limited to, one representative from the Albany County Sheriff's Department and one representative from DSS.
3. The committee will evaluate all documentation submitted by the applicant, any findings of criminal convictions or pending criminal charges to determine if the applicant is suitable for employment.
4. The committee's determination, based on their evaluation, will be documented and signed by the Chairperson. The reasons for the determination will be forwarded to the Albany County Sheriff for final determination.

**STRICT CONFIDENTIALITY MUST BE OBSERVED REGARDING ALL THE ABOVE INFORMATION – COPIES OF ALL COMPLETED FORMS, RESPONSES AND LETTERS MUST BE KEPT IN AN INDIVIDUAL PERSONNEL FILE LABELED "CONFIDENTIAL".**

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

#### B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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



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

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

#### **C. PERMITTED USES AND DISCLOSURE**

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures

of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service Law, Sections 33.13, 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 April 1, 2020 – March 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

## G. EFFECT OF TERMINATION

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

## H. MISCELLANEOUS

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



ACCEHEA-01

KWHITE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>EPIC Insurance Brokers<br>73 Troy Road<br>East Greenbush, NY 12061   | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext): <b>(518) 479-7244</b> FAX (A/C, No): <b>(518) 479-7251</b><br>E-MAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                     |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|----------------------------------|--|------------|---------------------------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>Accent Health Care Services, Inc.<br>PO Box 249<br>Troy, NY 12182 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td><b>Columbia Casualty Company</b></td><td></td></tr> <tr> <td>INSURER B:</td><td><b>Pharmacists Mutual Insurance Company</b></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | <b>Columbia Casualty Company</b> |  | INSURER B: | <b>Pharmacists Mutual Insurance Company</b> |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NAIC #                        |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                              | <b>Columbia Casualty Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                              | <b>Pharmacists Mutual Insurance Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |  |        |            |                                  |  |            |                                             |  |            |  |  |            |  |  |            |  |  |            |  |  |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                     |
|----------|-----------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                              | X         |          | HMA 4032120102 | 10/01/2019              | 10/01/2020              | EACH OCCURRENCE \$ <b>1,000,000</b>                        |
|          | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> |
|          |                                                                                               |           |          |                |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>                   |
|          |                                                                                               |           |          |                |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                            |           |          |                |                         |                         | GENERAL AGGREGATE \$ <b>3,000,000</b>                      |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>                 |
|          | OTHER:                                                                                        |           |          |                |                         |                         | \$                                                         |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                   |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                     |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   |           |          |                |                         |                         | BODILY INJURY (Per person) \$                              |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY       |           |          |                |                         |                         | BODILY INJURY (Per accident) \$                            |
|          |                                                                                               |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                          |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR              |           |          | HMC 4032124943 | 10/01/2019              | 10/01/2020              | EACH OCCURRENCE \$ <b>1,000,000</b>                        |
|          | <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE          |           |          |                |                         |                         | AGGREGATE \$                                               |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>                            |           |          |                |                         |                         | \$                                                         |
|          |                                                                                               |           |          |                |                         |                         | \$                                                         |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                 | N/A       |          | WCV 0161782 02 | 06/30/2019              | 06/30/2020              | PER STATUTE OTH-ER                                         |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                   |           |          |                |                         |                         | E.L. EACH ACCIDENT \$ <b>1,000,000</b>                     |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                        |           |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>             |
|          |                                                                                               |           |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>            |
| A        | PROFESSIONAL LIAB.                                                                            |           |          | HMA 4032120102 | 10/01/2019              | 10/01/2020              | PER CLAIM \$ <b>1,000,000</b>                              |
| A        | PROFESSIONAL LIAB.                                                                            |           |          | HMA 4032120102 | 10/01/2019              | 10/01/2020              | AGGREGATE \$ <b>3,000,000</b>                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is additional insured per contract

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                         |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Albany County Dept.<br>of Social<br>Services<br>162 Washington Ave.<br>Albany, NY 12210 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACORD 25 (2016/03)

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## RESOLUTION NO. 21

### AUTHORIZING AGREEMENTS REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Introduced: 2/10/20

By Elder Care Committee, Mss. McLaughlin, McLean Lane and Mr. Ricard:

WHEREAS, The Commissioner of the Albany County Department of Social Services has requested authorization to enter into agreements with qualified Expanded In-Home Services for the Elderly Program (EISEP) service providers in the amount of \$1,492,400 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the EISEP service providers will provide services to eligible seniors to allow them to remain in their homes and will generally be paid using the recommended provider-specific Medicaid reimbursement rates established by the New York State Department of Health, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following EISEP service providers in an amount not to exceed \$1,492,400 for the term commencing April 1, 2020 and ending March 31, 2021:

|                                       |                                           |
|---------------------------------------|-------------------------------------------|
| Accent Health Care                    | Accu Care Health Services                 |
| Adept Health Care Services            | All Metro Home Care                       |
| Any-Time Home Care                    | Attentive Care of Albany, Inc.            |
| Consumer Directed Choices             | ENS Health Care d/b/a Interim Health Care |
| Family & Child Service of Schenectady | Living Resources Home Care                |
| Maxim of New York, LLC                | Unlimited Care, Inc.                      |
| Visiting Nurses Home Care             |                                           |

and, be it further

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

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

*Adopted by unanimous vote – 2/10/20*



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

January 15, 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 contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP). Currently EISEP funding is received through the Albany County Department for Aging via NYS funding and will, in part, be utilized to provide these ancillary laundry services. NYSID will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

This expanded service will provide an opportunity for older adults and individuals with disabilities, who are not eligible for EISEP or Medicaid services, to make arrangements directly with Plaza Linens through a private pay option. This will delay or reduce their need to apply for governmental programs.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-2190, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (NYSID)

Date: 12/29/2020  
Submitted By: Joseph DeAngelis  
Department: Social Services  
Title: Contract Administrator  
Phone: 518-447-7583  
Department Rep.  
Attending Meeting: Michelle 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):

New York State Industries for the Disabled

11 Columbia Circle

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$100,000

Scope of Services: Expanded In Home Services to the Elderly Program, Ancillary Laundry  
Services delivered to eligible individuals according to a care plan.

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: AA6070 01870

Revenue Amount: \$100,000.00

Appropriation Account and Line: AA6070 44425

Appropriation Amount: \$100,000.00

Source of Funding - (Percentages)

Federal:

State: 47%

County: 53%

Local: .

Term

Term: (Start and end date) 4/1/2021-3/31/2022

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: 22

Date of Adoption: 2/10/20

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

Approval is requested to contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP). Currently EISEP funding is received through the Albany County Department for Aging via NYS funding and will, in part, be utilized to provide these ancillary laundry services. NYSID will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

This expanded service will provide an opportunity for older adults and individuals with disabilities, who are not eligible for EISEP or Medicaid services, to make arrangements directly with Plaza Linens through a private pay option. This will delay or reduce their need to apply for governmental programs, further providing Albany County with some overall savings.

Ancillary services shall be provided only to EISEP clients pursuant to a care plan and expenditures for ancillary services may only be made if no other payment source is available. EISEP home care and ancillary services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care. EISEP services are provided to 207 individuals with 73 clients in the community using Plaza Linens for laundry services.

Albany County is able to contract directly with NYSID as a New York State Preferred Source Vendor without having to issue an RFP.



**AGREEMENT  
 BETWEEN  
 THE COUNTY OF ALBANY  
 AND  
 NEW YORK STATE INDUSTRIES FOR THE DISABLED  
 FOR  
 ANCILLARY LAUNDRY SERVICES  
 PURSUANT TO RESOLUTIONS  
 NO. 22 ADOPTED 2/10/2020**

This is an Agreement 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"), Albany County Office Building, 112 State Street, Albany, New York 12207 and New York State Industries For The Disabled located at 11 Columbia Circle, Albany, NY 12203 (hereinafter referred to as the "Provider").

**WITNESSETH:**

**WHEREAS**, the Department is mandated by NYS law to provide cost effective personal care/homemaker services to eligible persons as they preclude or delay more costly nursing home care, and

**WHEREAS**, the Commissioner of the Department has requested authorization to enter into an agreement with the Provider regarding the provision of laundry services as an ancillary service under the Expanded In-home Services for the Elderly Program (EISEP), and

**WHEREAS**, the Provider will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

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

**ARTICLE I. SCOPE OF SERVICES**

As part of this Agreement, the Provider shall provide all services set forth in Exhibit 1 attached hereto and made a part hereof.

**ARTICLE II. GENERAL PROVISIONS**

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County and the New York State Office of Temporary and Disability Assistance (hereinafter referred to as "OTDA") will be able to fulfill their functions and responsibilities.

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

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

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

### **ARTICLE III. CONFIDENTIALITY REQUIREMENTS**

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

### **ARTICLE IV. INFORMATION ACCESS**

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

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

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

### **ARTICLE V. COOPERATION**

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

### **ARTICLE VI. RELATIONSHIP**

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

### **ARTICLE VII. SCHEDULE**

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing,

within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

#### **ARTICLE VIII. ACCOUNTING RECORDS**

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

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

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

#### **ARTICLE IX. FEES**

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement at a rate of **THIRTY DOLLARS 07/100 (\$30.07)** per bag of laundry, per week, per client (**FIFTEEN DOLLARS (\$15)** for each additional bag with Department approval). The total amount of compensation for all services rendered under this Agreement shall be an amount not to exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**.

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

#### **ARTICLE X. NON-APPROPRIATIONS**

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

#### **ARTICLE XI. INDEMNIFICATION**

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

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

## **ARTICLE XII. INSURANCE**

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, 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 XIII. ASSIGNMENTS**

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

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

## **ARTICLE XIV. CONFLICT OF INTEREST**

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

## **ARTICLE XV. NON-DISCRIMINATION**

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

## **ARTICLE XVI. APPLICABLE LAW**

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

## **ARTICLE XVII. SUSPENSION AND DEBARMENT**

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (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. MACBRIDE PRINCIPLES**

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

## **ARTICLE XIX. 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 XX. TERM OF AGREEMENT**

The term of this Agreement shall commence on April 1, 2020 and continue in effect through March 31, 2021. It is agreed upon by the Provider that performance outside the terms and conditions of this Agreement will not be paid for by the Department.

## **ARTICLE XXI. 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 XXII. LOCAL LAW NO. 1 FOR 2002**

As part of this Agreement, the Provider will comply with the provisions of Local Law No. 1 for 2002. A copy of said Law and Procedures are a part of this Agreement and attached hereto as Exhibit 3.

Any breach of this Local Law or implementing procedures by the Provider, its agents or representatives, may be cause for immediate termination of this Agreement. The County agrees to notify the Provider immediately upon knowledge of said breach and to provide pertinent information regarding the non-complying occurrence. The County will suspend payments and seek reimbursement of any prior payments, which were based on the services provided by the non-complying agent or representative of the Provider. The County agrees to give the Provider a period of up to five (5) days, upon receipt of the above information, to remedy the breach to the County's satisfaction.

#### **ARTICLE XXIII. IRANIAN ENERGY SECTOR DIVESTMENT**

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

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

#### **ARTICLE XXIX. 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 XXX. MODIFICATION**

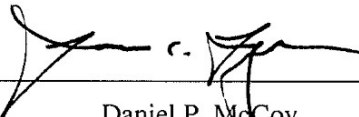
This Agreement may only be modified by a formal written amendment executed by the parties.

**THIS SECTION LEFT INTENTIONALLY BLANK**

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

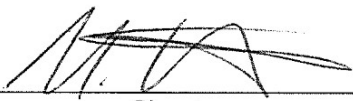
**COUNTY OF ALBANY**

DATE: 6/29/2020

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

**NEW YORK STATE INDUSTRIES  
FOR THE DISABLED**

DATE: 6/17/2020

BY:   
 Signature  
 Meredith Hartman  
Vice President of Contract Administration  
 Title

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

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

\_\_\_\_\_  
NOTARY PUBLIC

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

On the 31<sup>st</sup> day of June, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 17<sup>th</sup> day of June, 2020, before me, the undersigned, personally appeared Meredith Hartman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SHARON M SEGURA  
Notary Public, State of New York  
No. 01SE6255446  
Qualified in Albany County  
Commission Expires February 6, 2024

\_\_\_\_\_  
NOTARY PUBLIC

## SCHEDULE A

### INSURANCE COVERAGE

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

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

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

**SCHEDULE B**  
**AUTOMOBILE INSURANCE WAIVER STATEMENT**

I, \_\_\_\_\_, 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; and
- (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).

Plaza Linen Service  
Organization

Tim Munn  
Authorized Signature

Owner  
Title

3/12/2020  
Date

The term *services* has the meaning given by Article 11 of the New York State Finance Law. *Services* means (other than with respect to contracts for state printing) the performance of a task or tasks, and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For Article 11 purposes, *services* includes technology.<sup>2</sup> The term *services* does **not** apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article 11-B of the New York State Finance Law.

9) Q: Is a contract for information technology (IT) services subject to Tax Law Section 5-a?

A: Yes, assuming the criteria identified in Q & A 3 are met. When an IT service contract is awarded to a contractor, the section 5-a certifications must be made on Forms ST-220-CA and ST-220-TD irrespective as to whether the contractor is providing (1) only custom software, (2) only hardware and pre written off-the-shelf software, or (3) a combination of (1) and (2).

On Form ST-220-TD, a certification is made by the contractor as to whether the contractor, an affiliate(s) and/or subcontractor(s) made sales in New York State of *tangible personal property* (TPP) or *taxable services*, as set forth under the Tax Law, that exceeded \$300,000 over a certain look-back test period. If such sales threshold is met, then a certification is made that the contractor, affiliate(s) and/or subcontractor(s) is (are) registered to collect sales tax in New York. If the threshold is not met, then the contractor marks the box on Form ST-220-TD indicating that fact.

Pre written computer software (including software delivered electronically) and computer hardware constitute TPP for sales tax purposes, and therefore, are counted towards the \$300,000 New York sales threshold. In contrast, custom software (which is computer software designed to the specifications of a specific purchaser) is **neither** TPP nor a taxable service. Thus, the amount of sales derived from custom software is **not** counted towards this \$300,000 sales tax threshold.

**Example:**

*A contractor made sales in New York State valued at \$1,000,000 during the test period specified in section 5-a of only custom software, which is neither TPP nor a taxable service. Under such circumstances the contractor would certify on Form ST-220-TD that it did not meet the \$300,000 sales threshold by marking the bottom box in Section 1 of the form. Although total sales exceeded \$300,000, custom software does not fit the criteria of being TPP or taxable services and cannot be counted toward the \$300,000 sales threshold.*

*However, if the contractor also made sales of pre-written computer software (TPP) in the amount of \$500,000 during the same look-back test period, then the contractor must certify that it was registered to collect sales tax in New York. Accordingly, the contractor must mark the first box in Section 1 on Form ST-220-TD.*

Under both scenarios above, the contractor must also certify to the procuring agency on Form ST-220-CA that it also filed Form ST-220-TD with the Tax Department.

10) Q: What contract types are excluded from the definition of *contract* under section 5-a?

A: The following are not included within the definition of *contract* in section 5-a:

- contracts based on formal mini-bid solicitations pursuant to centralized contracts;
- grants;
- revenue contracts;
- intergovernmental agreements; and
- contracts with preferred sources as defined in Article 11 of the New York State Finance Law.

11) Q: Is the more than \$100,000 threshold determined based on total contract value, or on an annualized basis?

A: The more than \$100,000 threshold is determined based on the value (estimated, if necessary) of the contract over its full term, excluding possible renewal terms.

Also, multiple purchases of commodities or services by a covered agency from the same contractor during a state fiscal year are not to be aggregated for purposes of determining whether the more than \$100,000 threshold has been met.

<sup>2</sup> The term *technology* is defined by Article 11 of the New York State Finance Law as either a good or a service or a combination of the two, that results in a technical method of achieving a practical purpose or in improvements in productivity. Goods may be either new or used.

## SCHEDULE D

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

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

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

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

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Organization

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Authorized Signature

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Title

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Date

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



## **EXHIBIT 1**

### **Scope of Services**

Albany County continues to strive to provide cost effective types of services most needed and preferred by older adults to keep them in their homes and assist them in avoiding more costly institutional care. One of these services will be the provision of laundry pick-up, cleaning and delivery as an ancillary service through the EISEP program.

#### **Eligibility**

These ancillary services under the EISEP program shall be provided only in accordance with a care plan established by Albany County. Albany County will assess, at least annually, the need for ancillary services. An annual assessment enables Albany County to be certain that the services and items provided to each client are appropriate and continue to meet the clients' needs. If an assessment determines a client is no longer eligible for laundry pick-up and delivery or the client needs an increase or decrease in the frequency of laundry pick-up and delivery, The Department will notify the Provider immediately.

Any new client names and addresses will be provided to the Provider for service.

#### **Laundry Bags**

- The Provider will provide laundry bag(s) sufficient to hold 5 lbs. of laundry for each client.
- The Provider shall be responsible for marking the bags with each client's name.
- The client shall be responsible for marking and personalizing any individual clothing/laundry items.
- Bags must be kept in well-maintained condition. Damaged bags must be repaired or replaced immediately by the Provider.

#### **Equipment, Supplies and Sanitation**

- The Provider's laundry facility must be operated and maintained in a safe and sanitary manner in conformance with all applicable local, State and federal laws or regulations, whether known now or revised or adopted during the term of the contract. This requirement includes, but is not limited to, the Provider's obligation to demonstrate the existence of an effective pest control program.
- The Provider shall make available, upon request, copies of any Quality Assurance forms, licenses, certifications or test results that may be submitted to or required by any local, State or Federal regulatory agency.

- The Provider shall furnish all equipment, utilities, supplies, work space, and will provide all management and labor necessary for the efficient, sanitary and ecologically sound provision of the laundry services.
- Only branded quality detergents and cleaning materials are to be used for laundry.
- The Provider shall clean and process each client's laundry, including occasional heavily soiled and contaminated materials requiring special separate handling.
- The Provider must process the laundry under established quality standards to ensure maximum sanitary, safety and comfort for individual use.
- The Provider must ensure the separation of clean and soiled laundry at all times.
- The Provider must protect all clean laundry from all sources of cross contamination. Care will be taken that items are not subjected to unnecessary strain or tear.
- The Provider shall fold, stack and package laundry for delivery in a manner to ensure a minimum of wrinkling.

### **Damaged Items**

The Provider will be responsible for any damage to client's laundry caused by its staff while performing duties under this contract. Such damage is the responsibility of the Provider and payment for such damage shall be payable to the client (customer) upon receipt of a detailed statement. The Provider must reimburse for all lost or damaged items according to the standard scale in Exhibit II below:

## EXHIBIT 2

| Life Expectancy rating of article (from table I) |                     |                     |                     |                     |                    | Adjustment Values     |         |      |
|--------------------------------------------------|---------------------|---------------------|---------------------|---------------------|--------------------|-----------------------|---------|------|
| 1                                                | 2                   | 3                   | 4                   | 5                   | 6                  | % of Replacement Cost |         |      |
| Age of Article in Months                         |                     |                     |                     |                     | Age in Years       | Excellent             | Average | Poor |
| 0 to 4                                           | 0 to 4              | 0 to 4              | 0 to 4              | 0 to 4              | 0 to 1 year        | 100%                  | 100%    | 100% |
| 4 to 7                                           | 4 to 7              | 4 to 10             | 4 to 13             | 4 to 16             | 1 to 4 years       | 75%                   | 75%     | 60%  |
| 7 to 9                                           | 7 to 13             | 10 to 19            | 13 to 25            | 16 – 31             | 4 to 6 years       | 70%                   | 60%     | 45%  |
| 9 to 11                                          | 13 to 19            | 19 to 28            | 25 to 37            | 31 to 46            | 6 to 8 years       | 50%                   | 40%     | 30%  |
| 11 to 13                                         | 19 to 25            | 28 to 37            | 37 to 49            | 46 to 61            | 8 to 11 years      | 30%                   | 20%     | 15%  |
| 13 months and older                              | 25 months and older | 37 months and older | 49 months and older | 61 months and older | 11 years and older | 20%                   | 15%     | 10%  |

Note: Ages are given to, but not including the 1<sup>st</sup> day of the month of the year shown

### **Personal Property, Rewashing and Laundry Item Repairs**

- All client's personal items/property (false teeth, eye glasses, slippers, jewelry etc.) or money that may be found in the soiled laundry shall be returned with the clean linen delivery. Any found items should be wrapped in a separate, clear plastic bag or container.
- Items failing to meet the client's washing standards will be returned for rewash at no cost to the client or the County. The Provider will label rewash as such.
- If there are occasions when the client may request the Provider to make repair of laundry items (i.e. lost button, new zipper, etc.), terms and prices will be determined by mutual agreement of the Provider and the client. The County will not be responsible for costs associated with repair of laundry items.

### **Pickup and Delivery Schedule**

- Laundry for pick-up and delivery will be packed in Provider supplied laundry bags and clearly labeled with individual client's name.
- For a set number of clients, Provider shall provide pick-up and return delivery services within 48 hours.
- Any increase or decrease in the frequency of laundry pickup and delivery service for an individual client requires approval by The Department.
- The Department reserves the right to request adjustments to said pickup and delivery schedule, including adjustments based on patient care demands and changes in funding.

### **Criminal Background Checks**

- Provider shall conduct criminal background checks on all employees and sub-contractors who will be responsible for picking up and delivering laundry to older adults and individuals with disabilities under this contract.
- Provider agrees that no employee or subcontractor convicted of a crime, whether a felony or a misdemeanor, shall be authorized to perform any laundry pick-up or delivery work under the terms of this contract.
- The costs related to criminal background checks shall be paid by the Provider.
- County has the right to request removal of any Provider employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

### **Employee Identification**

For security and safety purposes, all the Provider's employees must wear a clearly displayed photo identification badge (provided by the Provider at the Provider's cost) and Provider work uniforms/jackets showing they are employees of the Provider.

### **Cost Share Policy**

- In accordance with New York State Regulations, EISEP clients are required to cost share according to a sliding scale based on their income and the cost of the services they receive.
- A listing of clients along with cost share amounts will be provided to the Provider by The Department.
- The Department will notify clients in writing what their cost share responsibility is for laundry pick-up and delivery services.
- The Provider, will be required to bill and collect directly from clients any cost share they are responsible for under the laundry pick-up and delivery service under the EISEP program.
- The Provider must keep an itemized accounting of all cost share funds received.
- All cost share funds must be used for program expenses.

### **Billing Basis**

The Provider shall bill The Department for services rendered based on one (1) five (5) pound bag of laundry, per individual client, per week. Should the client require an additional bag, the Provider agrees to bill an additional \$15 per bag. Any client who is authorized by the County to receive laundry pick-up and delivery twice a week shall be noted accordingly.

The Provider shall issue invoices to clients with cost share on a monthly basis and be responsible for collecting those fees on applicable clients. This fee will be deducted from the bill submitted by NYSID. A receipt will be provided to clients for all cash payments received.

The Provider shall submit an Albany County Claim Form as well as an Excel Spreadsheet which provides itemization details on each client's service delivery.

The claim forms and itemized spreadsheet totals must match and will be submitted monthly to:

Accounting Division, Albany County Department of Social Services  
162 Washington Avenue, 3<sup>rd</sup> Floor, Albany, NY 12210.

The Provider acknowledges that failure to follow the procedure will result in delayed or denied payments.

### **Client Concerns**

The Provider will work closely with Albany County Department for Aging to ensure all drivers have received annual training using the County's Driver training program. The driver training will specifically address policies and procedures that drivers must follow to remain properly oriented to detect and report changes in a client's condition or environment.

The drivers will report all apparent deterioration in the physical, mental, or environmental condition of a client and then the Provider will be required to report this information to the Albany County NY Connects Unit or assigned Case Manager by telephone on the same day the deterioration in condition is detected. If a life-threatening emergency arises, a call to 911 and the senior's emergency contacts will be made immediately. The Assessment Unit will also be immediately notified by telephone.

If the Provider determines that laundry pick-up and delivery services requested for a client cannot be provided, the Provider will submit a written report substantiating why such services cannot be provided and it shall be forwarded to the County no later than the next business day.

If an appointment prevents a client from being home at the time the laundry is being picked up or delivered, they will be instructed to call the Provider and let them know at least 24 hours in advance. The Provider should attempt to make arrangements to conduct the pickup and deliver on an alternative day if possible.

If the Provider conducts multiple unsuccessful attempts for a laundry pick-up and delivery to a client, and the client does not notify the Provider, and there are no known changes in circumstances, the Provider will notify The Department immediately so a determination can be made as to whether the client's laundry services should be terminated.

### **Contingency Plan**

The Provider must provide a written contingency plan in the event of a disaster or emergency situation, and include their capability to pick up and deliver during inclement weather.

In the event of service disruptions for any reason (equipment or vehicle breakdowns, water or chemical issues, staffing issues, etc.), Provider must provide a written plan to demonstrate that they are capable of providing on going contractual requirements and services to The Department and its' clients.

## EXHIBIT 3

### LOCAL LAW NO. 1 FOR 2002

#### **A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING AND UPDATING LOCAL LAW NO. 4 FOR 1997 REQUIRING THE BACKGROUND SCREENING OF POTENTIAL HOME CARE WORKERS PRIOR TO CONTRACTING WITH ALBANY COUNTY AND TO AUTHORIZE THE VOLUNTARY BACKGROUND SCREENING OF PRIVATE HOME CARE PROVIDERS**

Introduced: 3/11/02

By Messrs. Domalewicz, McCoy, Messercola, Monjeau, Riddick, Ward, Mss. Willingham, Connolly, Messrs. Infante, Aylward, Beston, Collins, Commisso, Ms. Denison, Messrs. Ethier, Gordon, Houghtaling, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, Reilly, Richardson, Stackrow, Steck, Clouse and Ms. Wiley:

BE IT ENACTED by the Legislature of the County of Albany as follows:

#### SECTION 1. Legislative intent and purpose.

- A. This Legislature finds and determines that to protect the health, safety, and welfare of persons receiving home care services, that employees of any person, corporation, or other entity seeking to contract with the County of Albany on or after the effective date of this Local Law to provide home care services must require all employees and prospective employees who will be assigned to clients under the supervision of Albany County to be background checked by being fingerprinted and having their criminal history record reviewed.
- B. This Legislature further finds and determines that it is in the best interests of Albany County citizens receiving home care services to have the opportunity to have private providers of home care services be background checked on a voluntary basis by being fingerprinted and having their criminal history record reviewed.
- C. This Legislature further finds and determines that the Division of Criminal Justice Services (DCJS) requires that local laws must contain certain elements to grant them authority to conduct fingerprinting and criminal history record checks.
- D. Accordingly, a purpose of this Local Law is to provide authority for the mandatory fingerprinting and criminal history record checks of home care service provider employees and prospective employees who will be assigned to clients under the supervision of Albany County prior to Albany County entering into a contractual relationship with said service providers by requiring all such providers and provider personnel to be background checked by Albany County.
- E. The further purpose of this Local Law is to provide authority for the voluntary fingerprinting and criminal history record checks of private home care service providers.

#### SECTION 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

**COUNTY PROVIDER** - Any person, corporation or other entity seeking to contract with the County of Albany to provide home care services on or after the effective date of this Local Law.

**PRIVATE PROVIDER** - Any person, corporation or other entity seeking to provide home care services within the County of Albany on or after the effective date of this Local Law.

**HOME CARE SERVICES** - One (1) or more of the following services provided to persons at home:

- A. Those services provided by a home care services agency.
- B. Home health aide services.
- C. Personal care services.
- D. Homemaker services.
- E. Housekeeper or chore services.

The terms herein shall have the meanings as defined in Section 3602 of the Public Health Law and as further defined in Title 18 of the New York Codes, Rules and Regulations.

**COUNTY PROVIDER PERSONNEL** - Any home care service employees and prospective employees who will be assigned to clients under the supervision of Albany County. "Employees" shall include management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

**PRIVATE PROVIDER PERSONNEL** - Any home care service provider assigned to clients who are Albany County residents, excluding those clients under the supervision of Albany County as defined above. Private Provider Personnel includes independent contractors, employees, management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

### SECTION 3. Fingerprinting and criminal history review as a condition of contracting with Albany County.

A condition of a County Provider's eligibility to contract with Albany County on or after the effective date of this Local Law, all County Provider Personnel as defined herein shall be required to be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility to contract with Albany County, and/or continued eligibility.

In order for a Private Provider Personnel to apply for review, the Private Provider Personnel as defined herein shall be required to make an application and be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility, and/or continued eligibility.

### SECTION 4. Review of fingerprint cards; fees.

Fingerprint cards for all County Provider Personnel shall be prepared by each County Provider and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee to be paid by the County Provider. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

Fingerprint cards for Private Provider Personnel shall be prepared by each applicant and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

### SECTION 5. Processing and forwarding of criminal history records.

The criminal history records processed by DCJS concerning County Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of



the contents of those records, and the determination on eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification, the County Provider shall require the County Provider Personnel to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff. Upon a determination of disqualification, the Sheriff shall notify the County Provider and the County of said determination. Said notice to the County Provider shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

The criminal history records processed by DCJS concerning Private Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records in relation to the prohibitions of a County Provider Personnel's eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification of a County Provider Personnel, the applicant shall be required to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff.

Upon a determination of what would be a disqualification for a County Provider Personnel, the Sheriff shall notify the Private Provider applicant of said determination. Said notice to the applicant shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

#### SECTION 6. Duties of the Sheriff's Department.

The Albany County Sheriff's Department shall establish procedures and forms for the orderly administration of this Local Law. Procedures shall be established which are necessary for the implementation of the process for appeal pursuant to Section 5 of this Local Law. The Sheriff's Department shall establish procedures for the periodic review of County Provider records to ensure compliance with this Local Law throughout the contract period with Albany County. The Sheriff's Department shall establish procedures pertaining to all notifications for both County Provider Personnel and Private Provider Personnel. Such notification procedures shall include, but not be limited to, the notification of disqualifying offenses reported to the Sheriff's Department pertaining to either County Provider Personnel or Private Provider Personnel after the completion of the initial background screening and the notification requirements pertaining to County Provider Personnel's responsibilities to report any convictions of offenses that would disqualify him/her from being assigned to clients under the supervision of Albany County.

#### SECTION 7. Disqualification from contracting with Albany County and eligibility criteria for Private Provider Personnel.

Any County Provider Personnel who has been convicted of the crimes including, but not limited to, those set forth herein, or convicted of any other crimes which in the judgment of the Albany County Sheriff endangers the health, safety, and physical and/or mental well-being of a recipient of home care services, shall result in the disqualification of a County Provider from consideration for contracting with Albany County until such time said disqualification is rectified. The following shall be the criteria used to determine the qualification of a Private Provider Personnel applicant for eligibility:

- A. A County Provider Personnel shall be permanently disqualified from being assigned to clients under the supervision of Albany County if that person has been convicted or forfeited bond or collateral, which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec.

100.13, 105.15, 105.17, 115.08, 120.01, 120.30, 120.35, 125.10, 125.12, 125.15, 125.20, 125.25, 125.27, 130.30, 130.25, 130.35, 130.40, 130.45, 130.50, 130.60, 130.65, 130.66, 130.67, 130.70, 130.85, 135.20, 135.25, 135.55, 150.20, 155.30, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 220.46, 260.00, 260.10, 260.25, 260.30, 260.32, 260.34, 263.05, 263.10, 263.15, or 265.04 of the New York Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or an offense committed under a former section of the Penal Law which would constitute a violation of the aforesaid sections of the Penal Law. However, such disqualification with regard to convictions upon a violation of Sec. 125.12, 125.20, 125.25, 125.27, 130.25, 130.30, 130.35, 130.45, 130.50, 130.60, 130.65, 130.70, 135.25, or 150.20 of the Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of these offenses under Sec. 110.00 of the Penal Law may be waived, provided that ten (10) years have expired since the proposed County Provider Personnel was discharged or released from a sentence of imprisonment imposed pursuant to conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the New York Correction Law. Such certificate shall only be issued by the court having jurisdiction over such conviction and shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on that person's prospective employment as a home care services employee, prior to granting such a certificate. Furthermore, such disqualification with regard to convictions upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 125.10, 125.15, 130.25, 130.40, 130.60, 130.65, 135.20, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 260.00, 263.05, 263.10, 263.15 or 265.04 of the Penal Law, or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law, shall be waived, provided that ten (10) years have expired since the applicant was incarcerated pursuant to a sentence of imprisonment imposed on conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such a certificate.

B. A County Provider Personnel shall be disqualified for a period of ten (10) years from the date of last conviction specified herein from being assigned to clients under the supervision of Albany County if that person has been convicted of or forfeited bond or collateral which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.10, 105.13, 115.05, 120.00, 120.03, 120.04, 120.05, 120.10, 120.11, 120.12, 120.25, 125.13, 125.40, 125.45, 130.20, 130.25, 130.55, 130.75, 130.80, 135.10, 135.55, 140.17, 140.20, 140.25, 140.30, 145.12, 150.10, 150.15, 155.25, 155.30, 155.35, 155.40, 155.42, 160.05, 160.10, 220.05, 220.06, 220.09, 220.16, 220.31, 220.34, 220.44, 220.60, 221.30, 221.50, 221.55, 230.00, 230.05, 230.06, 230.20, 230.25, 230.30, 230.32, 235.05, 235.06, 235.07, 235.21, 240.06, 245.00, 260.10 and Subdivision 2 of Sec. 260.20 and Secs. 260.25, 265.02, 265.03, 265.08, 265.09, 265.10, 265.12 and 265.35 of the Penal Law or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any similar offenses committed under a former section of the Penal Law which would constitute violations of the aforesaid sections of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law. However, such disqualification shall be waived provided that the applicant has been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or

offenses for which the job applicant was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such certificate.

#### SECTION 8. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### SECTION 9. Effective date.

This law shall take effect immediately upon filing with the Secretary of State.

*Referred to Public Safety Committee. 3/11/02*

*Favorable Recommendation - Public Safety Committee. 3/26/02*

*On roll call vote the following voted in favor: Mr. Aylward, Mss. Barlette, Benedict, Messrs. Beston, Clouse, Collins, Commisso, Ms. Connolly, Mr. Dawson, Ms. Denison, Messrs. Domalewicz, Ethier, Gordon, Graziano, Houghtaling, Infante, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, McCoy, Melchionni, Messercola, Monjeau, Nowicki, Mss. Prentiss, Reed, Messrs. Reilly, Riccitelli, Richardson, Riddick, Stackrow, Steck, Ms. Tatro, Mr. Ward, Mss. Wiley, Willingham and Mr. Young - 37*

*Those opposed: - 0.*

*Ms. McKnight abstained.*

*Local Law was adopted. 4/8/02*

## **ALBANY COUNTY SHERIFF'S DEPARTMENT PROCEDURE FOR SCREENING OF HOME CARE EMPLOYEES**

*Pursuant to Local Law No. 1 for 2002*

### **I. SCREENING**

Pursuant to Local Law No. 1 for 2002, Section 3, the Albany County Sheriff's Department shall be responsible for the screening of all current and prospective home care employees as a condition of eligibility to contract with Albany County for the provision of such services. Screening shall include, but not be limited to, the following:

- Fingerprinting
- Review of criminal convictions and pending criminal actions as identified by the New York State Division of Criminal Justice Services (DCJS).

### **II. PROCEDURE**

#### **A. Home Care Provider's Responsibilities/Actions**

1. Providers must furnish the Albany County Sheriff's Department with a list of all current and prospective employees who will be providing home care services to clients who are under the supervision of Albany County to arrange for screening. No current or prospective employees who have not completed the screening process will be allowed to be assigned and to provide home care services to clients under the supervision of Albany County.

2. It will be the Provider's responsibility to notify the Albany County Sheriff's Department of any new prospective employees for screening, who will be providing home care services to clients under the supervision of Albany County, within three (3) working days of hiring, via mail, fax or e-mail and to coordinate with the Sheriff's representative in scheduling interviews for screening.
3. It will be the Provider's responsibility to instruct each current or prospective employee in writing of the procedures required to comply with the Local Law.
4. Monthly, by the sixth (6th) of every month, Providers must supply the Albany County Sheriff's Department, and the Albany County Department of Social Services with a Certified (signed assurance by the Provider official with such knowledge) and updated list of current (as well as new) employees, who currently provide or may be providing services to clients under the supervision of Albany County. This list must also contain the screening completion date of each employee.
5. Providers must supply the fee of fifty dollars (\$50) per applicant prior to the fingerprinting to the Albany County Sheriff's Department. This fee must be paid in the form of a money order or check from the provider agency (no personal checks), made payable to the NYS Division of Criminal Justice Services. A separate check of \$50 must be submitted for each applicant - any checks in excess of that amount will be returned.
6. Providers are responsible for informing the Albany County Sheriff's Department of any employee that has been terminated or resigned from the Agency.
7. It is the Provider's responsibility, upon notification by the Sheriff's Department of disqualification, to immediately remove disqualified personnel from consideration involving assignment to Albany County cases and to subsequently verify to the Sheriff's Department and DSS, via a certified written assurance, the date of removal. DSS will monitor compliance.

**B. Albany County Sheriff's Department Responsibilities**

1. Sheriff's Department representative will schedule interviews for all employees of home care providers for fingerprinting by coordinating with the Provider representative. This appointment can be scheduled by calling 487-5365; fingerprinting is completed on Tuesday, Wednesday and Thursday between the hours of 9:30 am and 3:30 pm. If an employee is more than an hour late for the scheduled appointment, a new appointment will be made for the applicant.
2. Sheriff's representative will provide the appropriate authorization form to be completed by the employee.
3. Sheriff's representative will verify each employee's identity by reviewing appropriate identification documents which must include two forms of ID (one photo ID) such as:
  - a. Driver's license
  - b. Birth Certificate
  - c. Passport
  - d. Baptismal Certificate
  - e. Immigration and Naturalization Card
  - f. DD Form 214 (Military Discharge)
  - g. Social Security Card
  - h. NYS Benefit Card

4. Sheriff's representative will batch the fingerprints and the applicable processing fee, then forward to NYS Division of Criminal Justice Services (DCJS).
5. Upon receipt from the NYSDCJS, the Sheriff's representative will review for clarity and completeness, obtain additional information if required, flag persons with criminal records, and complete the appropriate Notification to Home Care Provider form.
6. The Sheriff's Department will provide Notification of Disqualification or Notification of Completion/Passing of the screening process to the Provider and DSS.
7. The Sheriff's Department will maintain a computerized record of all applicants including the processing dates.

C. Albany County Department of Social Services Responsibilities

1. Department of Social Services will submit to the Sheriff on an annual basis a current list of all existing Provider agencies.
2. Department of Social Services will do a random audit of Provider agencies under the auspices of the New York State Department of Health, to make sure that all personnel assigned to Department of Social Services cases have been referred for screening. Department of Social Services will notify the Sheriff of any non-referred personnel and will provide the Provider, in writing, the names of those employees not in compliance.

### III. DISQUALIFICATION FROM CONTRACTING

Failure to comply may result in termination of the contract and removal of all DSS clientele from the care of the Provider Agency under the terms and conditions of the contract. Failure to comply will be deemed to occur when a Provider Agency has assigned disqualified staff to DSS clients or when a Provider Agency has failed to submit staff for screening pursuant to these guidelines.

### IV. APPEAL PROCESS

1. The decision of the Sheriff may be appealed in writing by the applicant to the Office of the Albany County Sheriff within thirty (30) days upon notification of disqualification. The applicant must state in detail the basis for appeal and include any documentation in support of appeal.
2. A review committee will be established which will include, but not be limited to, one representative from the Albany County Sheriff's Department and one representative from DSS.
3. The committee will evaluate all documentation submitted by the applicant, any findings of criminal convictions or pending criminal charges to determine if the applicant is suitable for employment.
4. The committee's determination, based on their evaluation, will be documented and signed by the Chairperson. The reasons for the determination will be forwarded to the Albany County Sheriff for final determination.

**STRICT CONFIDENTIALITY MUST BE OBSERVED REGARDING ALL THE ABOVE INFORMATION – COPIES OF ALL COMPLETED FORMS, RESPONSES AND LETTERS MUST BE KEPT IN AN INDIVIDUAL PERSONNEL FILE LABELED "CONFIDENTIAL".**



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

#### **B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

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

- of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
  6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
  7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
  8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
  9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
  10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
  11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

## **C. PERMITTED USES AND DISCLOSURE**

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business

Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Social Service and/or 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 April 1, 2020 through March 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or



- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

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

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

#### **H. MISCELLANEOUS**

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

Client#: 11403

PLAZALAUND

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

| <b>PRODUCER</b><br>Cool Insuring Agency Inc<br>784 Troy Schenectady Road<br>Latham, NY 12110<br>518 783-2665                           |        | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 518 783-2665<br>FAX (A/C, No): 518 783 8754<br>E-MAIL:<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                              |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
|----------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|--------|-------------------------------------------------|-------|--------------------------------------|-------|---------------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>Paul Massaroni DBA Plaza Laundry<br>& Dry Cleaning & Plaza Linen Service<br>629 Plank Road<br>Clifton Park, NY 12065 |        | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B : Asodia Insurance Company</td> <td>31326</td> </tr> <tr> <td>INSURER C : Continental Western Insurance Company</td> <td>10804</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> |  | INSURER | NAIC # | INSURER A : Tri-State Insurance Co of Minnesota | 31003 | INSURER B : Asodia Insurance Company | 31326 | INSURER C : Continental Western Insurance Company | 10804 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER                                                                                                                                | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER A : Tri-State Insurance Co of Minnesota                                                                                        | 31003  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER B : Asodia Insurance Company                                                                                                   | 31326  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER C : Continental Western Insurance Company                                                                                      | 10804  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER D :                                                                                                                            |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER E :                                                                                                                            |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |
| INSURER F :                                                                                                                            |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |         |        |                                                 |       |                                      |       |                                                   |       |             |  |             |  |             |  |

| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                               | CERTIFICATE NUMBER: |               | REVISION NUMBER:        |                         |                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                               |                     |               |                         |                         |                                                                                                                                                                                                                                     |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                             | ADDL SUBR INSR WVO  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                     | ADV526414113  | 07/24/2019              | 07/24/2020              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> Drive Oth Car<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |                     | CAA526414213  | 07/24/2019              | 07/24/2020              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                            |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000                                                                                         |                     | CUA526414313  | 07/24/2019              | 07/24/2020              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000                                                                                                                                                                                |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                  |                     | WCA527694213  | 11/01/2019              | 11/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Albany County and the Albany County Department of Social Services are listed as an Additional Insured.

|                                                                                                                       |                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Albany County Department of Social Services<br>162 Washington Avenue<br>Albany, NY 12210 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Anthony J. Marchese</i> |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|


**Workers'  
Compensation  
Board**
**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1a. Legal Name &amp; Address of Insured (use streets address only)</b><br><b>Paul Massaroni DBA Plaza Laundry</b><br><b>&amp; Dry Cleaning &amp; Plaza Linen Service</b><br><b>629 Plank Road</b><br><b>Clifton Park, NY 12065</b><br><i>Work Location of Insured (only if required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> | <b>1b. Business Telephone Number of Insured</b><br><br><b>518 383-6975</b>                                                                                                                                                                             |
| <b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br><br><b>Albany County Department of Social Services</b><br><b>162 Washington Ave</b><br><b>Albany NY 12210</b>                                                                                                                                                             | <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                | <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br><b>14-1709420</b>                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                | <b>3a. Name of Insurance Carrier</b><br><b>Continental Western Insurance Company</b>                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                | <b>3b. Policy Number of Entity Listed in Box "1a"</b><br><b>WCA527694213</b>                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                | <b>3c. Policy effective period:</b><br><b>11/01/2019</b> to <b>11/01/2020</b>                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                | <b>3d. The Proprietor, Partners or Executive Officers are</b><br><input checked="" type="checkbox"/> Included. (Only check box if all partners / officers included.)<br><input type="checkbox"/> All excluded or certain partners / officers excluded. |
|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                        |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send the Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment or within 30 days if cancelled for any reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy period? ☐ Yes ☐ No

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license, or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: **Anthony J. Mashuta**

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

*Anthony J. Mashuta*

**3/5/2020**

(Signature)

(Date)

Title:

**President, Cool Insuring Agency, Inc.**

Telephone Number of authorized representative or licensed agent of insurance carrier:

**518-783-2665**

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

## RESOLUTION NO. 22

### AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING ANCILLARY LAUNDRY SERVICES FOR ELIGIBLE INDIVIDUALS IN THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Introduced: 2/10/20

By Elder Care Committee, Ms. McLaughlin and Mr. Ricard:

WHEREAS, The Commissioner of the Albany County Department of Social Services has requested authorization to enter into an agreement with the New York State Industries for the Disabled regarding ancillary laundry services for eligible individuals in the Expanded In-Home Services for the Elderly Program in the amount of \$100,000 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that New York State Industries for the Disabled will subcontract with Plaza Linens to provide laundry bags, pick up, delivery, cleaning and processing of laundry, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Industries for the Disabled, Albany, NY 12203 regarding ancillary laundry services for eligible individuals in the Expanded In-Home Services for the Elderly Program in an amount not to exceed \$100,000 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

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

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

*Adopted by unanimous vote – 2/10/20*



Daniel P. McCoy  
County Executive

Larry I. Slatky  
Executive Director

November 24, 2020

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

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a three (3) year agreement with Bio Reference Laboratories who will test specimens provided for COVID-19, the Coronavirus. Since we are unable to determine when testing of residents and staff will cease and Bio Reference Laboratory is the laboratory that we must utilize, we are requesting a thirty-six (36) month agreement at a not to exceed amount of \$150,000.00 per year and \$450,000.00 for the term of the contract.

It should be noted that these charges are for testing of residents, staff and others who are not covered by third-party insurers.

We respectfully request approval of this contract and thank you for your consideration.

Sincerely,

Larry I. Slatky  
Executive Director

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





# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-2105, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Bio-Reference Laboratories to Provide COVID-19 Testing

Date: November 24, 2020  
Submitted By: Larry I. Slatky  
Department: Shaker Place Rehabilitation and Nursing Center  
Title: Executive Director  
Phone: 518-213-8940  
Department Rep.  
Attending Meeting: Larry I. Slatky

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

Bio-Reference Laboratories  
481 Edward H. Ross Drive  
Elmwood, New Jersey 07407

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$450,000.

Scope of Services: To perform COVID-19 and related testing to persons as defined in the laboratory agreement that may include, but not limited to residents, staff and outside service personnel.

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: New York State Department of Health, Centers for Medicare and Medicaid Services and CDC

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44069

Appropriation Amount: \$450,000.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 5/19/2021 through 5/18/2024

Length of Contract: 36 months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

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

Shaker Place Rehabilitation and Nursing Center is required by NYSDOH, CMS and CDC regulations, standard of care and Executive Orders to test staff, residents, construction workers, Albany County staff and others for COVID-19. The company that has been assigned to Shaker Place is Bio-Reference Laboratories and therefore we must send all specimens to that laboratory. Third party insurance companies will be billed, and this contract is to cover those co-pays or non-covered participants.



## LABORATORY SERVICES AGREEMENT FOR COVID 19 RT-PCR AND SEROLOGY ANTIBODY TESTING

This Laboratory Services Agreement ("Agreement"), made as of the date of the last signature below ("Effective Date"), is by and between **SHAKER PLACE REHABILITATION AND NURSING CENTER** ("Client") and **BIO-REFERENCE LABORATORIES, INC.** ("Laboratory"). This Agreement is applicable solely to the provision of the COVID-19 testing described below, and replaces any previous COVID-19 laboratory services agreement between the parties. To the extent that Client and Laboratory have executed a separate laboratory services agreement for non-COVID-19 related testing, such agreement remains in full force and effect for the non-COVID-19 related testing, and the terms of this Agreement shall control for the COVID-19-related testing.

### *RECITALS*

**WHEREAS**, Laboratory is a duly licensed and accredited high-complexity clinical laboratory and is qualified as a P2 lab or higher as defined by the biosafety level criteria set forth by the Center for Disease Control and Prevention (the "CDC");

**WHEREAS**, Laboratory performs RT-PCR testing (the "RT-PCR Test") for detection of the SARS-CoV-2 virus ("COVID-19") as well as serology antibody testing (the "Serology Antibody Test") for the detection of antibodies to the COVID-19 virus.

**WHEREAS**, Client desires to contract with Laboratory to provide RT-PCR Tests and Serology Antibody Tests (collectively, the "COVID-19 Tests") for individuals designated by Client ("Tested Persons") and Laboratory desires to provide such COVID-19 Tests.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Laboratory and Client agree as follows:

### **1. COVID-19 TEST SERVICES**

- 1.1. COVID-19 Tests.** Laboratory agrees to perform, upon request by Client and to the extent within its capabilities, COVID-19 Tests for Tested Persons. Client acknowledges that in light of the national demand for the COVID-19 Test, the prioritization guidelines of the CDC, and the future resource limitations that may affect the availability of the COVID-19 Test, Laboratory will use good faith efforts to perform the volume of COVID-19 Tests requested by Client, but cannot guarantee the availability of COVID-19 Tests.
- 1.2. COVID-19 Test Orders.** Each specimen must be accompanied by a valid order from a healthcare provider who is authorized to order the COVID-19 Test under the laws of the state in which the Tested Person resides (an "Authorized Provider") as well as all patient billing demographic information if Client wishes the testing to be billed to the patient's insurance company or other third party payer. Client shall be responsible for ensuring that all orders for COVID Tests shall be made by an Authorized Provider.
- 1.3. Specimen Collection.** Laboratory and Client agree that the RT-PCR Test can only be performed on swab specimens approved by the FDA. Client shall be responsible for performing or arranging for the collection of specimens that will be sent to Laboratory for COVID-19 Tests, including the provision of all collection supplies. In the event Laboratory provides any collection supplies to Client, Client agrees that such supplies shall be used solely to collect specimens that will be sent by Client to Laboratory, or such supplies shall be returned promptly to Laboratory. Client shall be responsible for the delivery of such specimens to Laboratory's laboratory testing location. Client agrees that Laboratory shall not be responsible for inadequate specimen collection, mislabeling of specimens, or other collection-related errors.



**1.4. Consents & Authorizations.** Client shall obtain all consents and authorizations from Tested Persons as may be required by applicable law to enable Laboratory to perform COVID-19 Tests and report the results thereof to Client and Authorized Providers. Upon request, Client shall provide Laboratory with a copy of such consents and authorizations.

**1.5. Report Delivery.** Laboratory will transmit COVID-19 Test results to Client within Laboratory's then-current turnaround time schedule. Client shall be solely responsible for the delivery of COVID-19 Test results to Authorized Providers and Tested Persons, and Laboratory shall have no responsibility for the delivery of COVID-19 Test results to Authorized Providers and Tested Persons.

**1.6. Consultation.** Laboratory staff shall be available 365 days per year, 7 days per week, and 24 hours per day to consult with Client and Authorized Providers by telephone (numbers available at [www.bioreference.com/contact-us/](http://www.bioreference.com/contact-us/)) to discuss Laboratory's procedures and to provide the status of COVID-19 Test results.

**1.7. Utilization of Test Results.** Client acknowledges that:

- (a) A negative result from the Serology Antibody Test does not rule out COVID-19 infection, particularly if the Tested Person been in contact with the COVID-19 virus,
- (b) A positive result from the Serology Antibody Test may be due to past or present infection with a different strain of coronavirus, such as coronavirus HKU1, NL63, OC43 or 229E, and may not indicate past or present infection with the COVID-19 virus.
- (c) Results from the Serology Antibody Test should not be used as the sole basis to diagnose or exclude COVID-19 infection, to inform infection status, or to make determinations with respect to returning to work or other public exposure, and Laboratory shall have no responsibility or liability for any such decisions or determinations. Client agrees to indemnify and hold Laboratory harmless against any claims, liability, actions or damages arising from or related to decisions or determinations made by Client, Authorized Persons, Tested Patients or any third party based upon the results of the Serology Antibody Tests.

**2. TERM AND TERMINATION.** This Agreement shall commence on the Effective Date. This Agreement shall have an initial term of one (1) year (the "Initial Term"). The term of this Agreement shall renew for additional terms of one (1) year each unless terminated as provided in this Section or by the written agreement of the parties. This Agreement may be terminated by either party at any time, with or without cause, by giving the other party fifteen (15) days prior written notice. In addition, in the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement by providing five (5) days prior written notice of termination to the breaching party.

### **3. FEES, INVOICING AND PAYMENTS**

**3.1. Hybrid Billing.** Laboratory shall bill for COVID-19 Tests performed pursuant to this Agreement in one of two manners as set forth in Section 3.2 and Section 3.3 below.

**3.2. Billing the Patient or Patient's Third-Party Payer.** For those patients who do not fall under Section 3.3, Laboratory shall bill and collect from the patient or the patient's third-party payer. Client shall provide Laboratory with all patient information necessary for Laboratory to bill the patient or the patient's third-party payer. In the event Client does not provide this information to Laboratory with the specimen, or if the patient or the patient's third party payer does not reimburse Laboratory for the COVID-19 Test, Laboratory shall bill Client and Client shall pay Laboratory for such COVID-19 Tests pursuant to Section 3.3 and Section 3.4.

**3.3. Fees.** For Medicare Part A patients, and for patients who are covered under an "all inclusive" managed care insurance plan, Laboratory shall charge Client, Eighty Dollars (\$80) for each specimen submitted for RT-PCR Tests and Fifty Dollars (\$50) for each specimen submitted for Serology Antibody Tests.



- 3.4. Invoicing and Payment.** Laboratory shall submit a detailed written invoice to Client in connection with COVID-19 Tests rendered under Section 3.3. Within ten (10) days of receipt, Client shall submit payment to Laboratory for the undisputed amount of each invoice.
- 3.5. Disputing a Charge.** If Client does not submit written notice of a dispute of an invoiced charge within forty-five (45) days of receipt, then the dispute shall be waived. Such written notice shall be submitted directly to the following address: BioReference Laboratories, Inc., Attn: Billing Department, 481 Edward H. Ross Drive, Elmwood Park, New Jersey 07407.
- 3.6. Late Payments.** If Client does not pay the undisputed amount of each invoice within ten (10) days of receipt, then Laboratory shall have the right to immediately stop providing services, and terminate this Agreement upon ten (10) days advance written notice.
- 3.7. Billing by Client.** If Client bills or collects fees from Tested Persons, customers or others for the services performed by Laboratory hereunder, then such billing and collection activities shall be performed in accordance with applicable federal and state law, including, but not limited to, laws relating to direct billing, anti-markup, and disclosures. Client acknowledges that federal and state laws, including the Families First Coronavirus Response Act and Coronavirus Aid, Relief and Economic Security Act, place substantial restrictions on amounts that may be billed for COVID-19 Tests.
- 3.8. Pricing is Confidential.** The parties agree that all information and matters regarding pricing represent the confidential information of Laboratory ("Confidential Information"). Client shall maintain the confidentiality of all such Confidential Information and shall not divulge such information to any third-party, except as required by applicable law.

#### 4. ACCREDITATION AND COMPLIANCE

- 4.1. Laboratory.** Laboratory's COVID-19 Test facility is and shall remain duly licensed under applicable law. Reasonable documentation of such credentials shall be provided upon request. Laboratory shall comply with applicable standards under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and College of American Pathologists ("CAP").
- 4.2. HIPAA Compliance.** Both parties agree to comply with applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulation as contained in 45 C.F.R. part 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulation"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Both parties agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and HITECH.

#### 5. MISCELLANEOUS

- 5.1. Change in Law.** The terms of this Agreement are intended to be in compliance with applicable law as of the Effective Date. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of applicable law, or subsequent enactments of applicable law, or if any such change or proposed change would materially alter the amount or method of compensating Laboratory for COVID-19 Test performed for Client, or would materially increase the cost of Laboratory's performance hereunder, this Agreement shall terminate by giving the other party thirty (30) days advance written notice thereof, unless within said thirty (30) day period the parties agree to such modifications of this Agreement as may be necessary to establish compliance.



- 5.2. Publicity.** Either party may issue a press release or other public communication regarding the general nature of this Agreement, provided that the pricing terms of this Agreement shall not be released by Client to any third party unless required by applicable law or authorized in writing by Laboratory.
- 5.3. Non-Assignability.** This Agreement may not be assigned, delegated, or transferred by either party without the written consent of the other party which shall not be unreasonably withheld or delayed; any unauthorized assignment, delegation or transfer shall be void.
- 5.4. Notice.** Any notice required hereunder will be deemed to have been properly provided if mailed with automated delivery confirmation by either FedEx, UPS or U.S. Postal Service, and properly addressed to the parties hereto at the following addresses. Notice will be deemed given on the delivery date set forth in the automated delivery confirmation details.

To Laboratory:           Bio-Reference Laboratories, Inc.  
481 Edward H. Ross Dr.  
Elmwood Park, NJ 07407  
Attention: Legal Department

To Client:               Shaker Rehabilitation and Nursing Center  
100 Heritage Lane  
Albany, NY 12211  
Attention: Legal Department

- 5.5. Independent Relationship.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between Client and Laboratory other than that of independent entities contracting solely for the purposes set forth herein. Neither party shall be construed to be the agent, employer or representative of the other party.
- 5.6. Force Majeure.** Neither party shall be liable for any claims or damages resulting or arising out of a failure or delay that is due to a force majeure event beyond the control of such party.
- 5.7. Benefit.** This Agreement is intended to inure only to the benefit of Laboratory and Client, and is not intended to create, nor shall be deemed or construed to create, any right in any third-party.
- 5.8. Non-Discrimination.** All services provided by Laboratory hereunder shall be in compliance with applicable law prohibiting discrimination on any basis.
- 5.9. Headings.** The headings herein are for convenience only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
- 5.10. Severance Clause.** The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall in no way affect the validity or enforceability of any other provision in that jurisdiction, or of the entire Agreement in any other jurisdiction.
- 5.11. Choice of Law.** The laws of the State of New Jersey shall govern the terms of this Agreement.
- 5.12. Integration.** This Agreement is intended by the parties as a final expression of their contractual agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements, whether written or oral.
- 5.13. Waiver.** No course of dealing between Client and Laboratory, and/or any delay by a party in exercising its respective rights under this Agreement, shall operate as a waiver of any of the rights of such party hereunder, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and only for the time and in the manner specifically the stated in such waiver.
- 5.14. Modification.** Except as expressly set forth herein, this Agreement may not be modified except in a writing duly executed by the parties.

## 6. Ineligibility

- 6.1 Each party represents and warrants that neither it nor any of its directors, officers, employees, agents or subcontractors are "Ineligible Persons," which is defined as any individual or entity who: (i) is currently



excluded, debarred, or otherwise ineligible to participate in any State or Federal health care program, including those set forth in 42 USC §1320a-7b(f) (collectively, the "Health Care Programs"); (ii) has been convicted of a criminal offense related to the provision of health services or health care items, but has not yet been excluded, debarred or otherwise declared ineligible to participate in any of the Health Care Programs. Each party shall immediately notify the other of any debarment or exclusion or other event that would make such party and/or any of its directors, officers, employees, agents or subcontractors Ineligible Persons. Any breach of this Section shall give the non-breaching party the right to terminate the Agreement immediately for cause.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**BIO-REFERENCE LABORATORIES, INC.**

By: Ellen Beausang

Print: Ellen Beausang

Title: GM & VP Oncology and Cancer Services

Date: 10/26/2020

Fed ID: 22-2405059

**SHAKER REHABILITATION AND NURSING CENTER**

By: [Signature]

Print: DANIEL C. LYNCH

Title: DEPUTY COUNTY EXECUTIVE

Date: 10/22/2020

Fed ID: 146002563





## Albany County Contract Management System

This Site: Albany County Contr



Albany County Contract Management System &gt; Request for Contract Approval &gt; 5566

# Request for Contract Approval : 5566

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|                               |                                                                                                                               |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Request ID #</b>           | 5566                                                                                                                          |
| <b>Department</b>             | NH6020 - Nursing Home                                                                                                         |
| <b>Contract Type</b>          | B) CAB Contracts                                                                                                              |
| <b>Contract Action</b>        | A) New                                                                                                                        |
| <b>Contract Action Type</b>   | N) None                                                                                                                       |
| <b>Resolution #</b>           | N/A                                                                                                                           |
| <b>Date Submitted</b>         | 5/19/2020 12:00 AM                                                                                                            |
| <b>Expiration Date</b>        | 5/18/2021 12:00 AM                                                                                                            |
| <b>Contact Person</b>         | Slatky, Larry                                                                                                                 |
| <b>Contact Phone</b>          | 518-213-8940                                                                                                                  |
| <b>Contact Email</b>          | <a href="mailto:larry.slatky@shakerplace.org">larry.slatky@shakerplace.org</a>                                                |
| <b>Vendor Info</b>            | <b>Name:</b><br>Bio-Reference Laboratories, Inc.<br><b>Address:</b><br>481 Edward H. Ross Drive,<br>Elmwood, New Jersey 07407 |
| <b>Estimated Amount</b>       | 99,999.00                                                                                                                     |
| <b>Estimated Term</b>         | 12 months                                                                                                                     |
| <b>Scope of Service</b>       | To perform COVID-19 and related testing to persons as defined in the laboratory services agreement. (attached)                |
| <b>Budget Line</b>            | NH6020                                                                                                                        |
| <b>Point 2 or 4</b>           | 4                                                                                                                             |
| <b>Line Item</b>              | 4,069.00                                                                                                                      |
| <b>Budget Line</b>            | Account Code                                                                                                                  |
| <b>Point 2 or 4</b>           |                                                                                                                               |
| <b>Line Item</b>              | Account Code                                                                                                                  |
| <b>Budget Line</b>            | Account Code                                                                                                                  |
| <b>Point 2 or 4</b>           |                                                                                                                               |
| <b>Line Item</b>              |                                                                                                                               |
| <b>Budget Line</b>            | Account Code                                                                                                                  |
| <b>Point 2 or 4</b>           |                                                                                                                               |
| <b>Line Item</b>              |                                                                                                                               |
| <b>Fiscal Impact - County</b> | 1.00                                                                                                                          |



|                                      |                                                                                                            |
|--------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Fiscal Impact - State</b>         | <b>0.00</b>                                                                                                |
| <b>Fiscal Impact - Federal</b>       | <b>0.00</b>                                                                                                |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>                                                                                        |
| <b>Revenue Line</b>                  |                                                                                                            |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>                                                                                       |
| <b>Capital Plan - Line Item</b>      |                                                                                                            |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>                                                                                        |
| <b>Revenue Line</b>                  |                                                                                                            |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>                                                                                       |
| <b>Capital Plan - Line Item</b>      |                                                                                                            |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>                                                                                        |
| <b>Revenue Line</b>                  |                                                                                                            |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>                                                                                       |
| <b>Capital Plan - Line Item</b>      |                                                                                                            |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>                                                                                        |
| <b>Revenue Line</b>                  |                                                                                                            |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>                                                                                       |
| <b>Capital Plan - Line Item</b>      |                                                                                                            |
| <b>Anticipated in Current Budget</b> | <b>No</b>                                                                                                  |
| <b>BID, RFP, RFQ Completed?</b>      | <b>N/A</b>                                                                                                 |
| <b>BID/RFP/RFQ #</b>                 |                                                                                                            |
| <b>Additional Comments</b>           | <b>This is an emergency contract to facilitate COVID-19 testing as per the Governor's Executive Order.</b> |
| <b>Attachments</b>                   | <b>Bio-Reference Laboratories Contract.pdf<br/>Bio-Reference Laboratories.pdf</b>                          |

### DMB Section

|                                                              |                                                                                                                                                                                                                                    |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DMB Approval</b>                                          | <b>Yes</b>                                                                                                                                                                                                                         |
| <b>Reason for Disapproval</b>                                | <b>&lt;div&gt;THE BIO-REFERENCE LABORATORIES CONTRACT HAS BEEN REVISED TO REFLECT THE BILLING MANDATES OF THE EXECUTIVE ORDER. PLEASE USE CONTRACT NAMES &amp;quot;BIO-REFERENCE LABORATORIES CONTRACT&amp;quot;; &lt;/div&gt;</b> |
| <b>Not to Exceed Amount</b>                                  | <b>99,999.00</b>                                                                                                                                                                                                                   |
| <b>Date of Approval or Disapproval</b>                       | <b>5/19/2020 12:00 AM</b>                                                                                                                                                                                                          |
| <b>If CAB contract, Date approved by CAB</b>                 |                                                                                                                                                                                                                                    |
| <b>If Legislative contract, Date approved by Legislature</b> |                                                                                                                                                                                                                                    |
| <b>Contract ID #</b>                                         | <b>5,666</b>                                                                                                                                                                                                                       |

### Law Section

**Law receives request to prepare contract**

**Law receives back-up documentation to prepare contract**

**Law sends draft of contract to Dept for review**

**Law sends final contract to department**

**Law sends signed contract to CEO to sign**

**Law sends signed contract to Comptrollers office and requesting department.**

**Completed Date**

Created at 5/19/2020 10:05 AM by Slatky, Larry

Last modified at 5/21/2020 8:09 AM by Slatky, Larry





Daniel P. McCoy  
County Executive

Larry I. Slatky  
Executive Director

November 24, 2020

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

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a five (5) year agreement with Comprehensive Healthcare Solutions to provide accounts receivable and debt collection services. The cost of this contract will be \$208,000.00 per year for a total of \$1,040,000.00 for the sixty (60) month period. This annual fee includes receivable billing and recording and bad debt services, including legal fees, if needed.

Comprehensive Healthcare Solutions has been our receivable provider for the past three (3) years and has excellent statistics in collecting billables to Medicare, Medicaid, HMOs and private pay residents. In the last year, they collected 99% of all receivables billed.

We respectfully request that this agreement be approved. Thank you for your cooperation.

Sincerely,

Larry I. Slatky  
Executive Director

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





# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-2106, **Version:** 1

---

### REQUEST FOR LEGISLATIVE ACTION

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

Comprehensive Healthcare Solutions to Provide Accounts Receivable and Debt Collection Services

Date: November 24, 2020  
Submitted By: Larry I. Slatky  
Department: Shaker Place Rehabilitation and Nursing Center  
Title: Executive Director  
Phone: 518-213-8940  
Department Rep.  
Attending Meeting: Larry I. Slatky

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

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

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

Comprehensive Healthcare Solutions

36 Airport Road

Suite 101

Lakewood, New Jersey 08701

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,040,000.00

Scope of Services: Comprehensive Healthcare Solutions will provide accounts receivable billing services to third party payers on behalf of Shaker Place Rehabilitation and Nursing Center and maintain accounts receivable records for all residents present and past who have resided at the nursing home and in addition, when the need arises will go after bad debt and utilizing legal 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: Albany County

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44069

Appropriation Amount: \$1,040,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2021 through 3/31/2026

Length of Contract: 60 months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

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

Shaker Place Rehabilitation and Nursing Center has utilized Comprehensive Healthcare Solutions for billing and bad debt collections for the past three years with excellent experience with their services. Since their contract expired we conducted a RFP 2020-122 for Billing, Accounts Receivable and Collection Services and Comprehensive Healthcare Solutions was the lowest and most responsible bidder and we request that they be awarded this contract and have received concurrence from our purchasing department (see attachment).

**Shaker Place Rehabilitation and Nursing Center**  
**RFP #2020-122**  
**Billing, Accounts Receivable and Collection Services**

**Shaker Place Rehabilitation and Nursing Center received a total of five (5) proposals in response to the RFP for Billing, Accounts Receivable and Collection Services. SP staff members, Thomas Coffey, Administrator, Frank Commisso, Director of Fiscal Operations, Amanda Coppolo, Admissions Officer and Laura Vartanian, MDS Director, reviewed the proposals. The Committee's rating sheets reflecting the individual evaluations of each committee member accompany this document. Below, are the consensus comments of the Committee as they pertain to each proposer as well as the Committee's final recommendation.**

**Comments:** (In order of preference)

**Comprehensive Healthcare Solutions Average Rating Score 4.35**

This proposal was very specific in nature and covered all aspects of the Scope of Services. Although the overall annual fee was slightly higher than the other respondents, the firm will not charge the facility an hourly rate for conducting third party audits that tend to be somewhat routine and ongoing. Additionally, the firm will not charge the facility a percentage of bad debt collection unless litigation is required. The other respondents charge a percentage, usually 15% of the amount of bad debt recovered on behalf of Albany County. As such, the annual cost to the County should be significantly less than the other responding firms. This firm is the current provider of services for the facility.

**FHS Consultants Average Rating Score 3.89**

This proposal was consistent with other proposals, yet it charged an 18% contingency fee for bad debt recovered on behalf of Albany County. In addition, where litigation is necessary, the facility is responsible to cover all litigation fees commenced by FHS and/or its attorney. The percentage, as requested in the RFP, was not specified, leaving the County with undefined debt exposure. Additionally, FHS proposed an hourly rate of \$150.00 for all staff time required to address any third party audits conducted for the facility. Again, an undefined expense for the County.

**Celtic Average Rating Score 3.66**

This proposal was very comprehensive and covered all aspects of the Scope of Services. The plan implementation for this firm would entail additional workloads for the facility staff, as the current vendor presently provides many of the functions that Celtic indicated they would not perform. Additionally, the annual fee proposed is more than three times the highest rate proposed by any other firm.

**Centers Business Office Average Rating Score 3.61**

This proposal did not meet all of the aspects specified in the Scope of Services. There were no facility references listed, as the Centers owns and operates many of the facilities that they conduct billing services for. The overall annual fee was the lowest of the firms submitting proposals, however the bad debt collection fee was 15% of receivables collected, and the legal fees charged for collections would be paid directly to the legal service provider that was engaged by the Centers Business Office. Once again, an undefined expense for Albany County.

**Bottom Line Collections Average Rating Score 2.08**

This proposal did not cover many of the specifics in the Scope of Services. The implementation plan was both lacking in detail and incomplete. The firm has less than seven years experience, and a minimal staff of four full-time and one part-time staff reflective of a level of experience as compared to the other firms that have from eleven years of experience employing over one hundred staff members. The annual fee was near the highest as compared to other proposals.

**Recommendation:**

Most respondents met the requirements of the Scope of Services of the RFP and would be able to accomplish the engagement. Unfortunately, some of the respondents did not (as quoted from the RFP) “specify the portion/percentage of the amount recovered on behalf of Albany County that the firm is requesting to retain when utilizing legal services”. This results in Albany County having an undefined fee for a service that is discretionary to a law firm and an undefined debt exposure for Albany County.

Upon full review of the proposals by the Committee, as measured by meeting the requirements outlined in the RFP, we recommend that Comprehensive Healthcare Solutions LLC be awarded the contract for Billing, Accounts Receivable and Collection Services.

FHS Consulting

RFP #2020-122: Billing, Accounts Receivable and Collections

Proposal Rating Worksheet

Reviewer: FHS

|                                                                                      | Weight | Tom Coffey |       | Frank Commisso |       | Amanda Coppolo |       | Laura Vartanian |       |
|--------------------------------------------------------------------------------------|--------|------------|-------|----------------|-------|----------------|-------|-----------------|-------|
|                                                                                      |        | Rate       | Score | Rate           | Score | Rate           | Score | Rate            | Score |
| Criterion #1 Quality and Comprehensiveness of proposal                               | 30%    | 4          | 1.2   | 4              | 1.2   | 4              | 1.2   | 4               | 1.2   |
| Criterion #2 Demonstrated history of experience with facilities of similar type/size | 30%    | 5          | 1.5   | 5              | 1.5   | 5              | 1.5   | 5               | 1.5   |
| Criterion #3 Proposed cost                                                           | 25%    | 4          | 1     | 2              | 0.5   | 2              | 0.5   | 3               | 0.75  |
| Criterion #4 Length of time in business                                              | 10%    | 5          | 0.5   | 5              | 0.5   | 5              | 0.5   | 5               | 0.5   |
| Criterion #5 Client references                                                       | 5%     | 4          | 0.2   | 4              | 0.2   | 5              | 0.25  | 5               | 0.25  |
| TOTALS:                                                                              |        |            | 4.20  |                | 3.70  |                | 3.70  |                 | 3.95  |

3.89

NOTES:

Centers Business Office

RFP #2020-122 : Billing, Accounts Receivable and Collections

Proposal Rating Worksheet

Proposer: Centers Business Office

|                                                                                      | Weight | Tom Coffey |       | Frank Commisso |       | Amanda Coppolo |       | Laura Vartanian |       |
|--------------------------------------------------------------------------------------|--------|------------|-------|----------------|-------|----------------|-------|-----------------|-------|
|                                                                                      |        | Rate       | Score | Rate           | Score | Rate           | Score | Rate            | Score |
| Criterion #1 Quality and Comprehensiveness of proposal                               | 30%    | 4          | 1.2   | 4              | 1.2   | 3              | 0.9   | 4               | 1.2   |
| Criterion #2 Demonstrated history of experience with facilities of similar type/size | 30%    | 4          | 1.2   | 4              | 1.2   | 2              | 0.6   | 4               | 1.2   |
| Criterion #3 Proposed cost                                                           | 25%    | 4          | 1     | 3              | 0.75  | 4              | 1     | 4               | 1     |
| Criterion #4 Length of time in business                                              | 10%    | 5          | 0.5   | 5              | 0.5   | 5              | 0.5   | 5               | 0.5   |
| Criterion #5 Client references                                                       | 5%     | 1          | 0.05  | 2              | 0.1   | 1              | 0.05  | 1               | 0.05  |
| TOTALS:                                                                              |        |            | 3.90  |                | 3.65  |                | 3.00  |                 | 3.90  |

3.61

NOTES:



Bottom Line Collections

RFP #2020-122: Billing, Accounts Receivable and Collections

Proposal Rating Worksheet

Bottom Line Collections

|                                                                                      | Weight | Tom Coffey |       | Frank Commisso |       | Amanda Coppolo |       | Laura Vartanian |       |
|--------------------------------------------------------------------------------------|--------|------------|-------|----------------|-------|----------------|-------|-----------------|-------|
|                                                                                      |        | Rate       | Score | Rate           | Score | Rate           | Score | Rate            | Score |
| Criterion #1 Quality and Comprehensiveness of proposal                               | 30%    | 2          | 0.6   | 1              | 0.3   | 2              | 0.6   | 2               | 0.6   |
| Criterion #2 Demonstrated history of experience with facilities of similar type/size | 30%    | 2          | 0.6   | 2              | 0.6   | 2              | 0.6   | 2               | 0.6   |
| Criterion #3 Proposed cost                                                           | 25%    | 3          | 0.75  | 3              | 0.75  | 3              | 0.75  | 3               | 0.75  |
| Criterion #4 Length of time in business                                              | 10%    | 2          | 0.2   | 2              | 0.2   | 2              | 0.2   | 2               | 0.2   |
| Criterion #5 Client references                                                       | 5%     | 4          | 0.2   | 2              | 0.1   | 2              | 0.1   | 2               | 0.1   |
| TOTALS:                                                                              |        |            | 2.15  |                | 1.85  |                | 2.15  |                 | 2.15  |

2.08

NOTES:

Comprehensive Health Care Solut

**RFP #2020-122: Billing, Accounts Receivable and Collections**

**Proposal Rating Worksheet**

**Reviewer: Comprehensive Health Care Solutions.**

|                                                                                      |        | Tom Coffey |       | Frak Commisso |       | Amanda Coppolo |       | Laura Vartanian |       |
|--------------------------------------------------------------------------------------|--------|------------|-------|---------------|-------|----------------|-------|-----------------|-------|
|                                                                                      | Weight | Rate       | Score | Rate          | Score | Rate           | Score | Rate            | Score |
| Criterion #1 Quality and Comprehensiveness of proposal                               | 30%    | 5          | 1.5   | 5             | 1.5   | 5              | 1.5   | 5               | 1.5   |
| Criterion #2 Demonstrated history of experience with facilities of similar type/size | 30%    | 5          | 1.5   | 5             | 1.5   | 5              | 1.5   | 5               | 1.5   |
| Criterion #3 Proposed cost                                                           | 25%    | 4          | 1     | 4             | 1     | 4              | 1     | 4               | 1     |
| Criterion #4 Length of time in business                                              | 10%    | 4          | 0.4   | 3             | 0.3   | 3              | 0.3   | 4               | 0.4   |
| Criterion #5 Client references                                                       | 5%     | 5          | 0.25  | 5             | 0.25  | 5              | 0.25  | 5               | 0.25  |
| <b>TOTALS:</b>                                                                       |        |            | 4.40  |               | 4.30  |                | 4.30  |                 | 4.40  |

**NOTES:**

Comprehensive Health Care Solut

4.35

Celtic Consulting

RFP #2020-122: Billing, Accounts Receivable and Collections

Proposal Rating Worksheet

Celtic Consulting

|                                                                                      | Weight | Tom Coffey |       | Frank Commisso |       | Amanda Coppolo |       | Laura Vartanian |       |
|--------------------------------------------------------------------------------------|--------|------------|-------|----------------|-------|----------------|-------|-----------------|-------|
|                                                                                      |        | Rate       | Score | Rate           | Score | Rate           | Score | Rate            | Score |
| Criterion #1 Quality and Comprehensiveness of proposal                               | 30%    | 5          | 1.5   | 4              | 1.2   | 4              | 1.2   | 5               | 1.5   |
| Criterion #2 Demonstrated history of experience with facilities of similar type/size | 30%    | 5          | 1.5   | 4              | 1.2   | 5              | 1.5   | 5               | 1.5   |
| Criterion #3 Proposed cost                                                           | 25%    | 1          | 0.25  | 1              | 0.25  | 1              | 0.25  | 4               | 1     |
| Criterion #4 Length of time in business                                              | 10%    | 5          | 0.5   | 4              | 0.4   | 5              | 0.5   | 4               | 0.4   |
| Criterion #5 Client references                                                       | 5%     | 5          | 0.25  | 4              | 0.2   | 5              | 0.25  | 5               | 0.25  |
| TOTALS:                                                                              |        |            | 3.75  |                | 3.05  |                | 3.45  |                 | 4.4   |

3.66

NOTES:



DANIEL P. McCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 1000  
ALBANY, NEW YORK 12207-2021  
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** Larry Slatky/ Tom Coffey  
Shaker Place Rehabilitation and Nursing Center

**FROM:** Karen Storm *[Signature]*  
Purchasing Agent

**DATE:** November 19, 2020

**RE:** RFP #2020-122 Billing, Accounts Receivable and Collection Services

---

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Comprehensive Health Care Solutions not to exceed the amount of 1,040,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Comprehensive Health Care Solutions for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.

AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND COMPREHENSIVE HEALTHCARE SOLUTIONS  
FOR  
BILLING AND COLLECTION SERVICES AT THE  
ALBANY COUNTY NURSING HOME

**Resolution No. 115 of 2018**

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Comprehensive Healthcare Solutions, a New Jersey corporation with a principal address of 36 Airport Roads, Suite 101, Lakewood, New Jersey 08701 (hereinafter called the "Contractor," the Contractor and the County may be referred to as the "[P]arties" or either as the "[P]arty").

WITNESSETH:

WHEREAS, the County has a need for a Contractor to provide financial billing and collection services for the residents of the Albany County Nursing Home, located at 781 Albany Shaker Road, Albany New York 12211; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Billing, Accounts Receivable, and Collections Services, said request having been designated RFQ #2018-008, issued on January 11, 2018 and published on January 11, 2018 (hereinafter called the "RFQ"); and

WHEREAS, the Purchasing Division has issued three (3) addenda to the RFB, the first on January 17, 2018 (hereinafter called the "Addendum #1"), the second on January 22, 2018 (hereinafter called the "Addendum #2"), and the third on January 23, 2018 (hereinafter called the "Addendum #3," and together with Addendum #1, and Addendum #2, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor has submitted a proposal on January 31, 2018 to provide the aforesaid billing and collection services; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid Building Assessment services on February 6, 2018; and

WHEREAS, the County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid billing and collection services through **Resolution No. 115 of 2018**, adopted March 12, 2018; and

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

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

#### ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement, the Addenda, which are incorporated by reference and made a part hereof, RFP #2018-008, which is incorporated by reference and made a part hereof; and the Contractor's Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in reverse order, 3) the RFQ; 3) the Contractor's Proposal.

#### ARTICLE 2. SCOPE OF SERVICES

The Contractor will provide a full spectrum of accounts receivable/billing and collection services for the Albany County Nursing Home as described below:

2.1 The Contractor shall provide accurate census in the accounts receivable software (accurate daily totals (ADTs) and corresponding payers)

2.2 The Contractor shall generate billing for all payer sources (Medicaid, Medicare, health maintenance organizations (HMOs), Hospice, Private and Patient Liability) in a timely and proactive manner.

2.3 The Contractor shall posted all cash receipts (via electronic remits for Medicaid/Medicare and copies of deposits from facilities for private checks) in a timely fashion.

2.4 Contractor shall conduct aging reviews which shall include review of all denials and non-payments from all payer sources with timely follow ups with each payer accordingly, with action to rebill or collect as appropriate, including:

- Medicaid and Medicare denials and suspended claims.
- Coordination of all alternative dispute resolution (ADR) claims with the facility's therapy team.
- Phone calls to all HMO, medical long term care (MLTC)s and Private insurance for each unpaid claim within thirty to forty-five days of dates of service and additional follow up needed until claim is paid.

2.5 The Contractor shall use its expertise in the HMO process from the authorization to process the billing/collections process and shall handle the changing environment to MLTC. This shall include:

- Phone calls to resident families for all delinquent accounts for Private and net available monthly income (NAMI).
- Follow up on all Hospice and VA claims as necessary.

2.6 The Contractor shall submit month-end closing reports and supply them to the Nursing Home's controller/accountants. This shall ensure the tying out census to sales, cast to bank statements and Patient funds trial balance to bank records.

2.7 The Contractor shall provide reports on a constant basis regarding revenue booked, cash collections, and outstanding accounts receivable (AR).



2.8 The Contractor shall perform full bookkeeping duties for the Resident Trust accounts, including processing check requests, posting disbursement, posting cash withdrawals, monthly patient funds reconciliation, and quarterly statements.

2.9 Contractor shall perform full monitoring and tracking of all operational procedures that effect eligibility and establishment of payer sources. These services shall include:

- The Review of all admissions to ensure the admit payer (primary/secondary) are active and authorized.
- Monitor Medicare eligibility for days available/days used.
- Monitor the HMO authorization and last covered days.
- Monitor the Medicaid application process proactively to prevent penalties, gap in coverage and unexpected NAMI's on the budget letters by providing the following:
  - Training for the Nursing Home's Medicaid Coordinator as needed.
  - Ensuring the Medicaid Assistant Coordinator meets the families/patients proactively to discuss the application process.
  - Guiding and advising the Medicaid Assistant Coordinator on what is needed on each case.
  - Demanding accountability on a weekly basis to ensure Medicaid Assistant Coordinator is following the appropriate steps necessary to ensure approval.
  - Manage the attorney referral process for guardianship, deed transfer or necessary actions for the Medicaid Assistance process.
  - Review all the documents gathered on the case to ensure the financial information will result in approval and if upon analysis there is an issue, the Contractor will ensure Medicaid Ass coordinator is aware and will take the necessary steps to address.
  - Upon review, the Contractor will estimate the NAMI and guide the MA coordinator on offering direct deposit for all NAMI sources.

2.10 The Contractor shall monitor the re-certifications to prevent drop in coverage by reviewing all end dates and ensuring such re-certifications are done thirty (30) to sixty (60) days prior to a drop in coverage.

2.11 The Contractor shall monitor all Private/NAMI bills to ensure all accounts are up to date and working with the Nursing Home to enroll accounts direct deposit to reduce NAMI bad debt.

2.12 Involvement and support with all third party audits related to accounts receivable including audits done by the Office of the Medicaid Inspector General (OMIG), Medicare bad debt, recovery audit contractor (RAC) , ADR's, etc.

2.13 The Contractor shall back up the service onsite and offsite and have a disaster recovery plan.

2.14 The Contractor shall be fully compliant with HIPPA regulation and is compliant with all state and Federal regulations, including a full corporate compliance program.

2.15 The Contractor shall be required to expend best efforts to pursue bad and unpaid debt owed to the Nursing Home by residents. The Contractor shall provide quarterly reports detailing the efforts to acquire and secure the Nursing Home's bad debt.

### ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement outlined in Article 2, sections 2.1—2.14, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed an annual amount of ONE HUNDRED NINETY EIGHT THOUSAND, AND 00/100 (\$198,000.00) DOLLARS (US CURRENCY), a total of FIVE HUNDRED NINETY FOUR THOUSAND (\$594,000.00) DOLLARS as compensation for all goods and services rendered under this Agreement over the three year term of this Agreement.

For the services provided by the Contractor under Article 2, Section 2.15, the Contractor shall be entitled to a portion of the portion of the amount recovered on behalf of the County. The Contractor shall be entitled to fifteen percent (15%) of any bad debt recovered, with the remaining eighty-five percent (85%) being returned to the County. The 15% of the recovered bad debt shall be the entirety of the compensation due the Contractor under Article 2, Section 15 of this Agreement.

### ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Sheriff's Office, and acceptance by the County of the claim form.

## ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence upon execution and continue in effect for three (3) years.

## ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

## ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.

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

#### ARTICLE 8. AVAILABLE DATA

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

#### ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

#### ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

#### ARTICLE 11. 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 Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

## ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five 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 14. RELATIONSHIP OF THE PARTIES

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

## ARTICLE 15. INDEMNIFICATION

The Parties shall defend, indemnify and save harmless each other, their agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the their agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

## ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.

## ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

## ARTICLE 18. NO WAIVER OF PERFORMANCE

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

## ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

## ARTICLE 20. NON-APPROPRIATIONS

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

## ARTICLE 21. NON-INTERRUPTION OF WORK

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

## ARTICLE 22. EXTRA WORK

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

## ARTICLE 23. CHANGE IN LEGAL STATUS OR DISSOLUTION

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



## ARTICLE 24. LICENSES

The Contractor 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 25. 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 26. 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 27. 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.

## ARTICLE 28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### ARTICLE 29. 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. **This Agreement explicitly supersedes the Agreement between the Parties executed on February 7, 2018, identified as Contract No. 3947 of 2018.**

#### ARTICLE 30. MODIFICATION

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

#### ARTICLE 31. EXECUTION OF DOCUMENTS

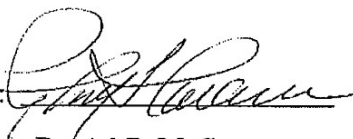
This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 4/26/18

BY:   
Daniel P. McCoy

Albany County Executive

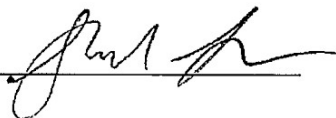
or

Philip F. Calderone, Esq.

Deputy County Executive

COMPREHENSIVE  
HEALTHCARE SOLUTIONS

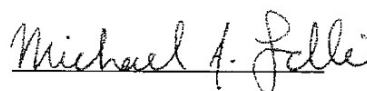
DATED: 4/9/18

BY: 

STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

On the 26 day of April, 2018, before me, the undersigned, personally appeared DANIEL P. MCCOY or PHILLIP CALDERONE, ESQ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2019

New Jersey  
STATE OF NEW YORK )

COUNTY OF Ocean ) SS.:

On the 9<sup>th</sup> day of April, 2018, before me, the undersigned, personally appeared Sandra Shur personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

BELLA ROSENBLUM  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID NUMBER 50008594  
MY COMMISSION EXPIRES JAN. 15, 2020

## SCHEDULE "A"

### INSURANCE COVERAGE

**Workers' Compensation and Employers' Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

**Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

**General Liability Insurance:** A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

| Liability For:  | Combined Single Limit |
|-----------------|-----------------------|
| Property Damage | \$1,000,000           |
| Bodily Injury   | \$1,000,000           |
| Personal Injury | \$1,000,000           |

**Professional Liability Insurance:** A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.



Daniel P. McCoy  
County Executive

Larry I. Slatky  
Executive Director

January 4, 2021

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

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with CDPHP to receive a \$35,000.00 donation that will be utilized to underwrite the expenses incurred for PPE, and to provide the underwriting of staff expenses for child care, uniforms and transportation.

We respectfully request the approval to receive this donation from CDPHP

Sincerely,

Larry I. Slatky  
Executive Director

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





# County of Albany

Harold L. Joyce  
Albany County Office  
Building  
112 State Street - Albany,  
NY 12207

## Legislation Text

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**File #:** TMP-2193, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

CDPHP Donation to Shaker Place Rehabilitation and Nursing Center

Date: December 30, 2020  
Submitted By: Larry I. Slatky  
Department: Shaker Place Rehabilitation and Nursing Center  
Title: Executive Director  
Phone: 518-213-8940  
Department Rep.  
Attending Meeting: Larry I. Slatky

**Purpose of Request:**

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

**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 12/30/2020

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

#### **Contract Terms/Conditions:**

##### **Party (Name/address):**

CDPHP  
500 Patroon Creek Boulevard  
Albany, New York 12206-1057

##### **Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$35,000.  
Scope of Services: To receive a donation from CDPHP that will be utilized for the purchase of PPE and to support the underwriting of staff transportation and personal necessities.

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: NH6020 01898

Revenue Amount: \$35,000.

Appropriation Account and Line: NH6020 44252 and NH6020 19980

Appropriation Amount: \$35,000.

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 12/30/2020-4/30/2021

Length of Contract: 4 months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

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

This is a direction donation to Shaker Place that has a specific use for PPE and to support our direction line staff for necessities, such as, transportation, clothing and childcare.



## CDPHP 2020 Donation Summary Form

CDPHP is committed to supporting the health of our communities across the Capital Region and North Country, now more than ever, during the current pandemic. As a valued organization providing essential services during this challenging time, we recognize and appreciate the work that you do to ensure those most impacted by this pandemic have what they need.

Please complete this form and email it to CDPHP at [CDPHP\\_DonationResponse@cdphp.com](mailto:CDPHP_DonationResponse@cdphp.com) so that we will know how these funds have helped our community.

|                               |                                                |
|-------------------------------|------------------------------------------------|
| Organization Name:            | Shaker Place Rehabilitation and Nursing Center |
| Program Name (If Applicable): |                                                |
| Donation Amount:              | \$ 35,000.00                                   |

Use of Funds – please allocate the total donation across as many categories as are applicable:

| Program Area                                                                                                        | Estimated Amount |
|---------------------------------------------------------------------------------------------------------------------|------------------|
| PPE and/or Cleaning Supplies                                                                                        | \$ 30,000.00     |
| Housing Assistance (e.g., rental subsidies, eviction prevention, case management, etc.)                             |                  |
| Food Assistance                                                                                                     |                  |
| Emergency Assistance (e.g., clothing, utility arrears, transportation, household items, personal necessities, etc.) | \$ 5,000.00      |
| Other (please explain):                                                                                             |                  |
| Total                                                                                                               | \$ 35,000.00     |

If you would like to acknowledge this contribution publically, please contact Ali Skinner at [ali.skinner@cdphp.com](mailto:ali.skinner@cdphp.com) or (518) 605-4497.

Shaker Place Rehabilitation and Nursing Center - Spreadsheet for CDPHP Donation RLA

| APPROPRIATIONS           |       |                         |           |           |           |                                                |
|--------------------------|-------|-------------------------|-----------|-----------|-----------|------------------------------------------------|
| ACCOUNT NO.              |       | RESOLUTION DESCRIPTION  | INCREASE  | DECREASE  | UNIT COST | DEPARTMENT NAME                                |
| NH6020                   | 19980 | Clothing Allowance      | 5,000.00  |           |           | Shaker Place Rehabilitation and Nursing Center |
| NH6020                   | 44252 | Clinic-Medical Supplies | 30,000.00 |           |           | Shaker Place Rehabilitation and Nursing Center |
| TOTAL APPROPRIATIONS     |       |                         | 35,000.00 | 0.00      |           |                                                |
| ESTIMATED REVENUES       |       |                         |           |           |           |                                                |
| ACCOUNT NO.              |       | RESOLUTION DESCRIPTION  | DECREASE  | INCREASE  | UNIT COST | DEPARTMENT NAME                                |
| NH6020                   | 01898 | Misc Adult NH Care      |           | 35,000.00 |           | Shaker Place Rehabilitation and Nursing Center |
| TOTAL ESTIMATED REVENUES |       |                         | 0.00      | 35,000.00 |           |                                                |
| GRAND TOTAL              |       |                         | 35,000.00 | 35,000.00 |           |                                                |