

County of Albany

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



Meeting Agenda

Tuesday, January 26, 2021

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES
3. AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT
4. AUTHORIZING THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM PLAN TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES REGARDING CHILD ABUSE AND SUBSTANCE ABUSE DISORDERS
6. AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: GRANT FUNDING
7. AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER
8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM
9. AMENDING RESOLUTION NO. 16 FOR 2020 REGARDING THE PROVISION OF KIOSKS FOR SNAP BENEFIT APPLICANTS AND RECIPIENTS
10. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

11. AUTHORIZING A GRANT APPLICATION AND AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TREASURY REGARDING RENTAL ASSISTANCE DURING COVID-19 AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET

County of Albany

*112 State Street
Albany, NY 12207*



Meeting Minutes

Tuesday, October 27, 2020

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

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

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS PROGRAM**

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

3. AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS

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

4. AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENTS OF SOCIAL SERVICES AND MENTAL HEALTH REGARDING SERVICES FOR SAFETY NET AND TANF APPLICANTS AND RECIPIENTS

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 EQUINOX, INC. REGARDING NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a renewal contract with Trinity Alliance of the Capital Region, Inc. for Family and Neighborhood Resource Center Services.

The requested contract is for the term of October 1, 2020 – September 30, 2021 for \$170,000 and involves a local share of approximately 30.5%.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2177, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for FNRC Services with Trinity Alliance

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Trinity Alliance of the Capital Region, Inc

15 Trinity Pl

Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$170,000.00

Scope of Services: Provision of Family and Neighborhood Resource Center Services.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

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

County Budget Accounts:

Revenue Account and Line: AA6071 03670
Revenue Amount: \$118,179

Appropriation Account and Line: AA6071 44046
Appropriation Amount: \$170,000

Source of Funding - (Percentages)

Federal:
State: 69.5
County: 30.5
Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 10/1/2020 - 9/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒
If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-332, 18-298, 18-22, 16-328, 15-400, 14-336
Date of Adoption: 7/9/19, 7/9/18, 2/12/18, 8/8/16, 10/13/15, 9/8/14,

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Renewal Authorization with Trinity Alliance of the Capital Region, Inc. for the Provision of Family and Neighborhood Resource Center Services

The Department for Children, Youth and Families respectfully requests legislative authorization to renew a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for October 1, 2020 – September 30, 2021 for the amount of \$170,000.

The Trinity Family and Neighborhood Resource Center (FNRC) was opened in 2005 as a neighborhood initiative as a preventive service by the Department and funded through a particular State funding stream of Community Optional Preventive Services (COPS). Only COPS programs approved by OCFS on or before October 1, 2008 are eligible for funding through the COPS program.

The Family and Neighborhood Resource Center brings together the individual programs and services of the agency under a seamless service delivery mechanism. Using a strengths- based, solution oriented evidence based holistic approach, this system allows for immediate assessment of the presenting problem, family team conferencing, identification of ancillary needs, designation of appropriate intervention, and rapid engagement in crisis intervention services, program specific enrollment, referral to supportive resources or engagement in preventative services. All of Trinity Alliance services are trauma informed and are culturally competent, including the fact that we employ three Spanish speaking individuals.

A chief goal of the FNRC is family stabilization through the provision of family strengthening primary, secondary and tertiary preventative measures, all aimed at aversion of foster care, mental health hospitalization and criminal justice entanglement. The FNRC actively averts homelessness, intervenes in domestic violence situations, aids in treatment service location for those actively addicted, provides reunification support for families with individuals returning from incarceration or residential treatment, supports solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care. The FNRC staff plays a major role in preventing the abuse and neglect of children.

Individuals and families who come to access other specific Trinity services are funneled to the array of FNRC program offerings and services. These consumers are encouraged to utilize the programs that reach all members of the family, from infants to seniors. On any given day, over one hundred and fifty community members will be engaged in the various FNRC programs. The agency is open for these activities seven days a week. Over five hundred consumers take part in FNRC programming monthly, the vast majority of them being African-American, Latino/Hispanic and from immigrant populations including Butanese, Burmese, Iraqis.

As it coordinates the infusion of resources into the agency, a network of community based interventions designed to strengthen individuals, families and the neighborhood is created. The FNRC staff also delivers direct crisis and intervention services, family education and health and wellness programs. The FNRC reinforces and strengthens the overall ability of families to cope and progress, while it delivers neighborhood-building technical support and empowers South End volunteers who are building their community.

RESOLUTION NO. 332

AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE
CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND
NEIGHBORHOOD RESOURCE CENTER SERVICES

Introduced: 8/12/19

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center (FNRC) services for the term commencing October 1, 2019 and ending September 30, 2020 in the amount of \$170,000, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 30.5% County match, will be used to provide family stabilization through the provision of family strengthening primary, secondary and tertiary preventive measures, all aimed at preventing placement of children in of foster care, mental health hospitalization and/or criminal justice involvement, and

WHEREAS, The Commissioner has further indicated the FNRC provides reunification support for families with individuals returning from incarceration or residential treatment, support solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center Services for the term commencing October 1, 2019 and ending September 30, 2020 in an amount not to exceed \$170,000, and, be it further

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

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

Adopted by unanimous vote – 8/12/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2021 Albany County Budget to accept Redlich Horwitz Foundation grant funding in the amount of \$10,000, to support virtual family driven care for kinship and foster parent recruitment and certification, as well as data analysis.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Maira Manning, LCSW-R
Commissioner

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

File #: TMP-2212, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment for ACDCYF to accept Redlich Horwitz Foundation Grant

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☒ Revenue

Increase Account/Line No.: AA 6119 4 3406 / AA 6119 2 4046
Source of Funds: Redlich Horwitz Foundation Grant
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

The Redlich Horwitz Foundation
110 West 40th Street, Ste 1900
New York, NY 10018

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA 6119 4 3406

Revenue Amount: 10,000.00

Appropriation Account and Line: AA 6119 0 4046

Appropriation Amount: 10,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State:

County: Click or tap here to enter text.

Local: 100%

Term

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

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 358-20, 248-20, 17-38

Date of Adoption: 10/13/20, 8/10/20, 2/13/17

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request to amend the 2021 budget to carry over Redlich Horwitz Foundation for Family First Implementation Grant

The Department for Children, Youth and Families respectfully requests Legislative authorization to amend the 2021 adopted budget to include the Redlich Horwitz Foundation grant in the amount of \$10,000.00 for the period of January 1, 2021 – December 31, 2021. The Department received Legislative approval via Resolution 2020-358 to accept the funding from the Redlich Horwitz Foundation, however the money was not utilized due to COVID.

The Department has identified the need for tracking data on the children in care, resources available to them and timeframes to reach permanency. The purchase of two subscriptions for Tableau software that will assist in data collection and analysis for program planning. In addition, money will be available to provide supports kinship and foster parent recruitment and certification. This would include but not limited to foster parent recruitment materials, media campaign and flexible funds to assist families in achieving certification such as household repairs or transportation.

The Department will maintain records regarding expenditures related to this grant, to comply with the requirements set forth by the Redlich Horwitz Foundation. If the money is not transferred the Department would be obligated to return the money to the Redlich Horwitz Foundation.



Redlich Horwitz Foundation

Letter of Acceptance to Receive Support for the Successful Implementation of the Family First Prevention Services Act

Dear Redlich Horwitz Foundation,

Albany County Department for Children, Youth, and Families ("the Grantee" or "our district") hereby acknowledges its acceptance of \$10,000 in funding support from the Redlich Horwitz Foundation ("the Foundation") to purchase the use of Tableau software and to support foster and kinship parent recruitment and certification.

Grantee also accepts approximately 88 hours of consulting support during calendar year 2020 from the consultant we have been assigned by the Redlich Horwitz Foundation.

Grantee commits to actively participate in our assigned learning collaborative and Redlich Horwitz Foundation-offered remote workshops to continue building our team's skills and sharing best practices and lessons learned with our peer counties. Further, Grantee commits to continuing to implement the strategies we have selected to help us achieve our Family First Readiness goals.

As part of our 2020 participation in the Family First Readiness initiative, Grantee agrees to the following:

1. We will identify a lead staff person to be the primary point of contact for our Family First Readiness consultant.
2. We will commit to continuing to facilitate our district's Family First Implementation Team meetings and using our work plan to track our completion of work.
3. We will identify between one and three staff members to participate in a monthly Family First Readiness Learning Collaborative call.
4. We will approve between one and three staff to attend an in-person kick-off event for our Family First Readiness Learning Collaborative. We acknowledge that the selection of those staff members is solely within our discretion, and there does not exist an agreement, oral or written, whereby the Foundation may cause the selection any particular staff member.
5. We will keep a record of expenditures relating to this grant and provide those records to the Redlich Horwitz Foundation upon reasonable request.
6. We will keep Redlich Horwitz Foundation apprised of our progress throughout the grant term. We will participate in a year-end survey and call with the Redlich Horwitz Foundation to review our district's progress related to this effort and our achievement of initiative milestones, outcomes and Family First Readiness goals.
7. We understand this grant is made for the purposes outlined in our Family First Readiness Year Two grant application, which we submitted electronically, and the attached cover letter. We will not expend these funds for any other purpose without the Redlich Horwitz Foundation's prior written approval.
8. We agree to return any grant funds unexpended by December 31, 2020, to the Redlich Horwitz Foundation or to submit a written request for a no-cost extension.

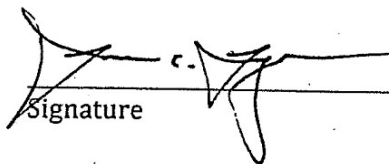
Grantee has identified the following staff to participate in the monthly Family First Readiness Learning Collaborative:



Redlich Horwitz Foundation

Name	Title	Email Address
Michelle Dowe	Child Welfare Director	Michelle.Dowe@albanycountyny.gov
Patricia Mantey	Case Supervisor A	Patricia.Mantey@albanycountyny.gov
Ashanta Harris	Case Supervisor A	Ashanta.Harris@albanycountyny.gov

Signed,


Signature

11/7/2020
Date

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

RESOLUTION NO. 358

AUTHORIZING AN AGREEMENT AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with Redlich Horwitz Foundation regarding grant funding in the amount of \$10,000 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has indicated that the Redlich Horwitz Foundation Grant funding will be used to purchase two Tableau Software subscriptions and to provide supports for kinship and foster parent recruitment, certification, and consultation, and

WHEREAS, The Commissioner has further indicated the funding will also provide continued support regarding Family First Readiness learning collaboratives and consulting to include two onsite visits over the course of the year, and

WHEREAS, The Commissioner has also requested an amendment to the 2020 DCYF Budget in order to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Redlich Horwitz Foundation regarding kinship and foster parent recruitment support funding in the amount of \$10,000 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3406 Child Advocacy Center by \$10,000

Increase Appropriation Account A6119.4 by \$10,000 by increasing line item A6119 4 4046 Fees for Services by \$10,000

and, be it further

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

Adopted by unanimous vote – 10/13/20

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	10,000	0		DCYF
	TOTAL APPROPRIATIONS	10,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0	10,000		DCYF
	TOTAL ESTIMATED REVENUES	0	10,000		
	GRAND TOTALS	10,000	10,000		



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to sign and submit an annual Supervision and Treatment Services for Juvenile Program (STSJP) plan, to the New York State Office of Children and Family Services (OCFS), in order to receive funding for the term of October 1, 2020 to September 30, 2021.

Albany County is receiving a funding allocation of \$172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2181, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with OCFS for the Supervision and Treatment Services for Juvenile Program (STSJP).

Date: January 6, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Acceptance

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed) Contract and Plan for State Funding Allocation

Contract Terms/Conditions:

Party (Name/address):

Office of Children and Family Services

52 Washington Street

Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$172,722

Scope of Services: Supervision and Treatment Services for Juvenile Program

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA 6071 03670
Revenue Amount: \$107,088

Appropriation Account and Line: AA 6071 44046
Appropriation Amount: \$172,722

Source of Funding - (Percentages)

Federal: 0%
State: 62%
County: 38%
Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 10/01/2020 - 9/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
[Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 15-62, 15-264, 16-325, 17-318, 18-109, 19-536

Date of Adoption: 2/9/15; 7/13/15, 8/8/16, 8/14/17, 3/12/18, 12/5/19

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization to Accept Funding from the NYS Office of Children and Family Services; Authorization for Signature and Submission of a Supervision and Treatment Services for Juveniles Program Plan to New York State Office of Children and Family Services

The Department respectfully requests Legislative authorization to receive funding from NYS OCFS and to sign and submit a Supervision and Treatment Services for Juvenile Program Plan (STSJP) to NYS OCFS. The total funding allocation is \$172,722 for the term of October 1, 2020 – September 30, 2021.

NYS Supervision and Treatment Services for Juveniles Program (STSJP) provides funding to support local programming to divert youth safely from unnecessary detention and/or placement admissions. It is a key element of New York's juvenile justice reform efforts. STSJP funding is allocated to each locality by NYS OCFS.

Albany County is receiving a funding allocation of \$172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth. The goal of this programming is to prevent out of home placement of youth, maintain them safely in their community, and when placement is needed, to safely expedite the reintegration of such youth back into the community. All counties are required to sign and submit a STSJP plan to include such funded programming. As Albany County anticipated this funding in the development of the 2020 Albany County budget and the 2021 requested budget, such funding was already incorporated into the 2020 Adopted Albany County Budget and 2021 requested budget.

Albany County is well positioned to successfully provide such programming and meet the goals of the STSJP funding, as we are participating in a number of other juvenile justice system reform initiatives including the Regional Youth Justice Team.

NYS has implemented the Regional Youth Justice Teams throughout the state; the goal of which is to improve juvenile justice policies, practices and programming. Albany County is one of nine counties participating in the Capital Region Youth Justice Team. Albany County is able to share the strategies being implemented locally through STSJP funding with the other participating counties in the Regional Team as well as statewide.

RESOLUTION NO. 536**AUTHORIZING THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM PLAN TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

Introduced: 12/5/19

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to sign and submit a Supervision and Treatment Services for Juveniles Program Plan (STSJP) to the New York State Office of Children and Family Services (OCFS) in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner has indicated that due to recent changes to the Supervision and Treatment Services for Juveniles Program, Albany County is required to sign and submit an STSJP plan to the OCFS to receive allocated funding to support local programming and divert youth safely from unnecessary detention, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to NYSOCFS in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and, be it further

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

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

Adopted by unanimous vote – 12/5/19



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

(518) 447-7324 - FAX (518) 447-7578

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to submit a proposal for grant funding from the Office of Children and Family Services (OCFS) for the Child Abuse Prevention and Treatment Act (CAPTA) and Comprehensive Addiction and Recovery Act of 2016 (CARA) funds in State Fiscal Year 2020-2021.

The purpose of this funding is to help states improve their response to families and infants affected by substance use disorders. OCFS is providing Albany County with the allocation amount of \$90,000 for Fiscal Year 2020-2021.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Maira Manning, LCSW-R
Commissioner

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

File #: TMP-2214, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request from ACDCYF for permission to submit a proposal for grant funding from OCFS for CAPTA and CARA funds.

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moirra Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

New

Submission Date Deadline 12/30/20xt.

Contract Terms/Conditions:

Party (Name/address):

NYS Office of Children and Family Services

52 Washington Street

Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$90,000

Scope of Services: Co-location services for Behavioral Health and Child Protective 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: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA6119 03610

Revenue Amount: \$90,000

Appropriation Account and Line: AA6119 12205

Appropriation Amount: \$90,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 12/1/2020 - 11/30/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 228-15, 184-15

Date of Adoption: 6/8/15, 5/11/15

Justification: (state briefly why legislative action is requested)

Please see Attached

Department for Children, Youth and Families

Backup Material for Authorization to submit a Proposal for available funding through the Office of Children and Family Services for Co-location/Collaboration of Public Health Nurse and Child Protective Services

The Department respectfully requests Legislative authorization to submit a proposal for grant funding from the Office of Children and Family Services (OCFS). There is availability of federal Child Abuse Prevention and Treatment Act (CAPTA) and Comprehensive Addiction and Recovery Act of 2016 (CARA) fund in State Fiscal Year 2020-2021. The purpose of this funding is to help states improve their response to families and infants affected by substance Use disorders (both alcohol and drugs). OCFS has provided district with the allocation amount for the next three years (attachment A). Albany County identified allocation is \$90,000 for 2020-2021.

OCFS issued a Local Commissioners Memorandum (LCM) on December 8, 2020, to inform local social services districts about the availability of funds for child protective services (CPS) and public health partnerships. The funds may be used to hire a public health nurse or to formally partner with a local public health provider to support the work of CPS staff. Please note due to the expedited timeframe in which the Department needed to submit the grant application the Department did not have sufficient time to request Legislative authorization for such grant application prior to submission.

The Department for Children, Youth, and Families (DCYF) recognizes the needs and challenges that often beset children and families that interface in both the Child Welfare system as well as the Substance abuse system. The structure of DCYF as an agency that focuses on integrated services, and strengthening and supporting families is in alignment with this initiative. The opportunity to implement strategies to improve the response to families and infants affected by substance use disorders. In New York State the prevalence of parental alcohol/drug misuse is substantial; 29% of indicated reports had a substantial allegation of parent drug/alcohol misuse.

The Department recognizes the enormous benefit of having a Public Health Nurse co-located with CPS, to assess the families we serve and provide intervention as it relates to substance use disorder and would welcome the opportunity to participate in this initiative.



Office of Children and Family Services

Andrew M. Cuomo
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Local Commissioners Memorandum

Transmittal:	20-OCFS-LCM-19
To:	Local Department of Social Services Commissioners Local Department of Social Services Directors of Services
Issuing Division/Office:	Child Welfare and Community Services Administration
Date:	December 8, 2020
Subject:	CAPTA/CARA State Grant FY2020
Contact Person(s):	See pages 4 and 5.
Attachments:	Attachment A: <i>SFY 2020-21 District Allocation Amounts</i> Attachment B: <i>Attestation of Use of CAPTA/CARA Funds</i> Attachment C: <i>Comparable Groups</i> Attachment D: <i>CAPTA/CARA Grant for Plans of Safe Care Quarterly Report</i> Attachment E: <i>Attachment for U.S. Department of Health and Human Services Grants</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local social services districts (districts) of the availability of federal Child Abuse Prevention and Treatment Act (CAPTA) Comprehensive Addiction and Recovery Act of 2016 (CARA) funds in the State Fiscal Year (SFY) 2020-21. The Consolidated Appropriations Act of 2018 has made \$4,841,430 in federal funds available to New York State during Federal Fiscal Year FFY 2020. The purpose of this funding is to help states improve their response to families and infants affected by substance use disorders (both alcohol and drugs). The New York State Office of Children and Family Services (OCFS) intends to make available to districts \$3,620,000 of the federal CARA funds each year for the next three years, contingent on New York State receiving these federal funds each year. This LCM also provides information on each district's allocation, how districts may use the funds, and planning and claiming requirements. There are no notable changes from last year's issuance of this LCM.

III. Program Implications

Districts must use the funds to hire or to contract for a full-time or part-time behavioral health consultant or public health nurse to work alongside CPS and preventive services caseworkers, to identify and support the behavioral health needs of both the adults and children where substance abuse is an issue. This includes the development, implementation, and monitoring of the plan of safe care for children born prematurely who were exposed to substances. It is required that the behavioral health consultant or public health nurse be co-located on-site at the district. Small districts will receive \$50,000, medium districts \$70,000, and large districts \$90,000. The district size for this purpose is based on the comparable groups as noted in Attachment C. OCFS established comparable groups to permit meaningful comparison between counties with similar child welfare populations.

Local districts must provide or contract for services provided by a behavioral health clinician or public health nurse who is knowledgeable or will become knowledgeable about the CPS process and requirements. The behavioral health clinician or public health nurse must do the following:

- Accompany CPS and preventive caseworkers in the field to visit with identified families using a screening tool (e.g., Uncope+) and/or provide direct consultation with CPS/preventive caseworkers regarding families who might benefit from substance abuse screening
- Conduct screenings for adults and/or children for early identification of substance abuse treatment needs
- Assist in the development, implementation, and monitoring of the plan of safe care for any infant born to a parent with a positive toxicology screen, an infant identified as being affected by substance abuse or withdrawal symptoms or a Fetal Alcohol Spectrum Disorder
- Provide clinical assessments and documentation to support the CPS process
- Use knowledge of resources within the local district to provide referrals for identified children and/or adults who may need ongoing services

To receive the allocated funds, districts must complete Attachment B, *Attestation of Use of CAPTA/CARA Funds*, and must indicate on the form how they will utilize these funds, either to hire a full-time or part-time behavioral health consultant or public health nurse. Funds can be used for the cost of salary, fringe benefits, and travel costs, and must be spent by November 30, 2021.

To receive the funds, districts must submit **Attachment B** to: ocfs.sm.cara.pqi@ocfs.ny.gov by **December 30, 2020**, (date to be determined) that includes the following information:

- If the funds will be used to hire a full-time or part-time behavioral health consultant/public health nurse
- If the funds will be used to contract for a full-time or part-time behavioral health consultant/public health nurse
- If you plan on sharing a behavioral health consultant/public health nurse, and if so with what county

Attachment A**SFY 2020-21 District Allocation Amounts**

District	Allocation	District	Allocation
Albany	\$90,000	Onondaga	\$90,000
Allegany	\$50,000	Ontario	\$70,000
Broome	\$70,000	Orange	\$90,000
Cattaraugus	\$70,000	Orleans	\$50,000
Cayuga	\$70,000	Oswego	\$70,000
Chautauqua	\$70,000	Otsego	\$50,000
Chemung	\$70,000	Putnam	\$50,000
Chenango	\$50,000	Rensselaer	\$70,000
Clinton	\$70,000	Rockland	\$70,000
Columbia	\$50,000	Saint Lawrence	\$70,000
Cortland	\$50,000	Saratoga	\$70,000
Delaware	\$50,000	Schenectady	\$70,000
Dutchess	\$70,000	Schoharie	\$50,000
Erie	\$90,000	Schuyler	\$50,000
Essex	\$50,000	Seneca	\$50,000
Franklin/St. Regis	\$50,000	Steuben	\$70,000
Fulton	\$70,000	Suffolk	\$90,000
Genesee	\$50,000	Sullivan	\$70,000
Greene	\$50,000	Tioga	\$50,000
Herkimer	\$50,000	Tompkins	\$50,000
Jefferson	\$70,000	Ulster	\$70,000
Lewis	\$50,000	Warren	\$50,000
Livingston	\$50,000	Washington	\$70,000

Attachment B**Attestation of Use of CAPTA/CARA Funds**

This is to certify that Albany County social services district will use the allocation of these funds authorized in the amount of \$ 90,000 to hire or contract with a behavioral health consultant or public health nurse who will be co-located within the district for the purpose of developing, implementing, and monitoring plans of safe care for infants affected by prenatal exposure to substance abuse and their caregivers.

Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Plan for use of funds:

- ☐ Hiring or contracting for a part-time behavioral health consultant
- ☐ Hiring or contracting for a full-time behavioral health consultant
- ☐ Hiring or contracting for a part-time public health nurse
- ☒ Hiring or contracting for a full-time public health nurse

Name of person completing the form:

Date:

12/24/20

Moira Manning

Name of commissioner:

Moira Manning

Commissioner's signature



Date:

12/24/20

RESOLUTION NO. 228

AMENDING THE 2015 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: ACCEPTANCE OF GRANT FUNDING REGARDING BEHAVIORAL HEALTH AND CHILD PROTECTIVE SERVICES

Introduced: 6/8/15

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that a budget amendment is required to accept grant funding in the amount of \$148,732 over two years with no local share, and

WHEREAS, The grant funding will provide the salary and benefits for a Staff Social Worker for the remainder of 2015 to April 30, 2017, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Office of Children and Family Services regarding the Child Protective Services Grant, and be it further

RESOLVED, That the 2015 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3610 Social Services Administration by \$49,670

Increase Appropriation Account A6119.1 by \$30,398 by Creating and Increasing Line Item A6119 1 2205 003 Staff Social Worker by \$30,398 for this fiscal year at an annual salary of \$45,597

Increase Appropriation Account A6119.8 by \$19,272 by increasing the following line items:

Increase Line Item A6119 8 9010 State Retirement by \$6,900

Increase Line Item A6119 8 9030 Social Security by \$2,432

Increase Line Item A6119 8 9060 Hospital and Medical Insurance by \$9,940

and, be it further

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

Adopted by unanimous vote. 6/8/15



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 5 SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative authorization to amend the 2021 Adopted Budget by increasing the fees for service budget line \$38,767.00, utilizing the remaining funding from the NYS Office of Children and Family Services for Family First Transitions funds grant.

The Department received Legislative approval via Resolution 2019-331 to accept Transition Funding from NYS OCFS to support the implementation of Family First Prevention Safe Act (FFPSA). The total funding allocation for Albany County was \$53,905. The Department requests legislative authorization to amend the 2021 adopted DCYF budget in the amount of \$38,767.00, which represents the grant funds not utilized.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,


Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2213, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Authorization to Amend the ACDCYF Budget to Carry Over Grant Funding from NYS OCFS

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: AA 6119 4 4406 AA 6119 0 3406
Source of Funds: NYS OCFS
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: AA 6119 0 3406

Revenue Amount: \$38,767

Appropriation Account and Line: AA 6119 4 4406

Appropriation Amount: \$38,767

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 2-54, 19-331

Date of Adoption: 2/10/20,8/12/19

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request for Authorization to Amend the 2021 budget to carry over grant funding from NYS OCFS

The Department for Children, Youth and Families respectfully requests legislative authorization to amend the 2021 Adopted Budget by increasing the fees for service budget line \$38,767.00, utilizing the remaining funding from the NYS Office of Children and Family Services for Family First Transitions funds grant.

The Department received Legislative approval via Resolution 2019-331 to accept Transition Funding from NYS OCFS to support the implementation of Family First Prevention Safe Act (FFPSA). The total funding allocation for Albany County was \$53,905. The Department requests legislative authorization to amend the 2021 adopted DCYF budget in the amount of \$38,767.00, which represents the grant funds not utilized.

A primary goal of FFPSA is to keep children safely at home with their families and, when that is not possible, to utilize the least restrictive placement appropriate for the needs of the child. To meet FFPSA standards, LDSSs must intensify efforts to maintain children in home-based settings whenever possible. These efforts include identification and engagement of kinship resources, and increased recruitment and retention of foster homes for children who do not have appropriate kinship resources. The Family First Transition Fund assists these goals by providing LDSSs with funds to support, recruit and retain current and prospective foster families, including kinship caregivers. The intent of this fund is to produce sustained systemic improvements that encourage the least restrictive setting for children in foster care.

Family First Transition Fund		\$53,905.00
WTEN	\$10,000.00	
Young -daycare	\$2,102.40	
Schoolhouse Rd Pediatrics	\$255.00	
Zoom	\$44.97	
MAPP OT	\$2,455.54	
Berkshire Farm - Admin	\$280.50	
	<u>\$15,138.41</u>	
Remainder		\$38,766.59

RESOLUTION NO. 54

AUTHORIZING AN AGREEMENT WITH NORTHERN RIVERS REGARDING THE 30 DAYS TO FAMILY PROGRAM AND AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Northern Rivers Family of Services for the facilitation of the 30 Days to Family evidence-based family finding program in the amount of \$53,905 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has also requested an amendment to the 2020 Department for Children, Youth and Families Budget in the amount of \$53,905 to incorporate funding that was not utilized into the 2019, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with Northern Rivers Family of Services, Albany, NY 12208 for the facilitation of the 30 Days to Family evidence-based family finding program in an amount not to exceed \$53,905 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, By the Albany County Legislature, that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$53,905

Increase Appropriation Account A6119.4 by \$53,905 by increasing line item A6119 4 4046 Fees for Services by \$53,905

and, be it further

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

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

Adopted by unanimous vote – 2/10/20

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	38,767	0		DCYF
	TOTAL APPROPRIATIONS	38,767	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0	38,767		DCYF
	TOTAL ESTIMATED REVENUES	0	38,767		
	GRAND TOTALS	38,767	38,767		



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET - SUITE 300
ALBANY, NEW YORK 12207
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www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to authorize acceptance of a grant renewal with New York State Office of Children and Family Services for services involved with the Children's Advocacy Center. The grant award is \$159,560 for the term of February 1, 2021 to January 31, 2022.

The Department also respectfully requests authorization to renew an agreement with the with the City of Albany Police Department for a part-time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children's Advocacy Center (CAC).

In addition, the Department respectfully requests authorization to renew an agreement with Albany County Crime Victims and Sexual Violence Center in conjunction with this grant.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2216, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Grant Acceptance and Contract Authorizations for Child Advocacy Center

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

Renewal

Submission Date Deadline 12/31/2020

☐ 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):

New York State OCFS

52 Washington Street

Rensselaer, NY

12144

Additional Parties (Names/addresses):

Albany County Crime Victims & Sexual Violence Center

112 State Street Room 1100

Albany, NY 12207

Albany Police Department

165 Henry Johnson Blvd.

Albany, NY 12210

Amount/Raise Schedule/Fee: \$159,560

Scope of Services: Child Advocacy Center 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: 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: A 6119 0 3610
Revenue Amount: \$159,560

Appropriation Account and Line: A 6119 4 12205/89010/89030/89060/19900/44038
Appropriation Amount: \$159,560

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 2/1/2021 to 1/31/2022
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-535, 19-88, 18-206, 18-26, 16-555, 15-63, 14-28, 13-16, 12-16, 12-17
Date of Adoption: 2/5/19, 3/11/19, 5/14/19, 2/12/18, 12/5/16, 2/10/15, 2/10/14, 2/11/13, 2/13/12

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization for Grant Acceptance from the New York State Office of Children and Family Services for funding the Children's Advocacy Center, Contract Authorization with the Albany County Crime Victims & Sexual Violence Center and Albany Police Department

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYSOCFS) for the Children's Advocacy Center (CAC). The grant award is \$159,560. for the term of February 1, 2021 to January 31, 2022.

In addition, the Department respectfully requests authorization to renew an agreements with Albany County Crime Victims and Sexual Violence Center, and the Albany Police Department in conjunction with this grant. The amount of the proposed renewal will be \$41,000 for Crime Victims, and \$27,000 for Albany Police Department for the period of February 1, 2021 - January 31, 2022.

In November 2010, the Department for Children, Youth and Families – Children's Advocacy Center was awarded funding from NYSOCFS specifically for Children's Advocacy Centers. Since that time, this funding has been utilized to offset salary and fringe of the clerical support person located at the CAC and a Family Advocate position that is staffed by the Albany County Crime Victims and Sexual Violence Center (CVSVC), training for staff, as well as offsetting the County's cost for office supplies and general services expenditures. In 2021, the Department will utilize this funding in a similar manner to offset salary and fringe of staff persons for the CAC and the Family Advocate position, training for staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the promotion of healthy relationships and the prevention of child abuse and maltreatment.

The Mission of the Albany County Children's Advocacy Center is to minimize trauma to children while providing a coordinated approach to the investigation, prosecution and treatment of child sexual abuse and physical abuse cases and to maximize the effects of interventions for children and their families.

The Family Advocate's primary role is to offer support to non-offending caregivers in cases of alleged sexual and/physical abuse so that they can act responsibly to protect and support the alleged victim. According to the National Children's Advocacy Center, the non-offending caregiver is often overwhelmed by a wide range of emotions and pressures. If the child is to be protected and remain in their home, the non-offending caregiver must often choose to support the child in the face of their own denial, that of the alleged abuser, and the denial of family and friends. Combined with the emotional stress is the financial impact caused by sudden separations and the loneliness and isolation often resulting from them. Crime Victim Sexual Violence Center is a community partner with the CAC and this collaboration has enhanced the working relationship that previously existed.

The Albany County Multi-Disciplinary Team is a collaboration of professionals from the various disciplines who investigate, prosecute and treat child victims of sexual and physical abuse in Albany County. The partners include Albany County Department for Children Youth and Families, Albany County District Attorney's Office, Albany Police Department, Albany County Sheriff's Office, Altamont Police Department, Bethlehem Police Department, Cohoes Police Department, Colonie Police Department, Green Island Police Department, Guilderland Police Department, Menands Police

Department, New York State Police Troop G, Ravena-Coeymans Police Department, Watervliet Police Department, Albany County Crime Victims and Sexual Violence Center, St. Anne Institute, Albany County District Attorney Victim/Witness Specialist Program, Northeast Health, Forensic Nurse Practitioners of Schenectady, and Albany Medical Center.

The Albany County MDT provides coordinated investigations, medical examinations, forensic interviews, advocacy services and therapeutic services to sexually/physically abused children and their families. The Nurse Practitioner works within a team of Multi-Disciplinary professionals and conducts non-emergent medical examinations of children served by the ACDCYF Children's Advocacy Center, where sexual abuse is suspected, as directed solely by the COUNTY. The medical examination will be conducted in accordance with medically acceptable protocols, Department of Health guidelines and requirements of New York State Law.

The Family Advocate assists families to navigate the various systems involved during this crisis in their lives and assists in successful linkages to necessary services and supports. The Albany County MDT partners are involved in the investigation, legal aspects and delivery of services to child sexual/physical abuse victims and their families.

A part-time Law Enforcement Coordinator from Albany Police Department is co-located at the Children's Advocacy Center and is the a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security. The duties of the part-time Law Enforcement Coordinator will include, but are not limited to: serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases; assist as necessary and appropriate in the investigation coordination of a MDT case; assist in engaging other law enforcement agencies in the collaborative CAC model investigation process; and work with partner agencies to resolve barriers involving the criminal aspect of a MDT case. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the Albany County CAC, the co-located part-time Law Enforcement Coordinator may also assist in such cases for a coordinated investigation and response and will work closely with the CAC Coordinator and CSEC Coordinator.



Office of Children and Family Services

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

October 1, 2020

Albany County Department for Children, Youth and Families
Mr. Daniel Lynch, Deputy County Executive
112 State Street, Room 930
Albany, NY, 12207

Re: MDT/CAC; Intent to Renew Contract

Dear Mr. Lynch,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of our intent to renew the following contract which is subject to the availability of funds, contract performance and the approval with NYS Department of Budget (DOB) and contract approval with NYS Office of State Comptroller (OSC).

Contract Number:	C027957
Contract Period:	02/01/2021 – 01/31/2022
Award amount:	\$159,560.00

The contract application must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the contract for your agency is in your CMS inbox, and you should follow the schedule set in CMS to enter your Budget and Program information. Submitting your contract earlier than the due date will allow time to correct any errors if needed, in order to be in compliance with prompt contracting guidelines. If the contract is not completely and correctly developed within the scheduled number of calendar days, OCFS will notify you in writing that any interest payments that may have otherwise been due as a result of exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law, will be suspended from the day after the scheduled due date for your contract development until the contract documents are submitted. **Failure to provide information required for contract development and approval may also delay your contract execution date.**

Prior to submitting your contract and throughout the contract process, non-for-profits must verify that their Vendor Responsibility Questionnaire is recertified in the VendRep System and the certified must be within six months of the contract going to OSC. Non-for-profits must also remain current with the Charities Bureau and maintain a "prequalified" status within Grants Gateway. Municipalities are exempt from VendRep, Grants Gateway and Charities Bureau. All contractors must obtain their current Workers Comp and Disability Certificates with NYS OCFS 52 Washington Street, Rensselaer NY 12144 as the certificate holder; these will get uploaded into CMS when you receive the contract. This information is also provided in the attached "Contract Instructions Documents": The "Contract Instructions Documents" will help you as you develop your contract application and include the necessary links to the systems noted above.

Also attached is the CMS Authorization Form and Vendor Contract Contact Update Form. If you need to add, change or remove any CMS user role(s) and/or update your CEO or CFO, you will need to complete these forms and submit them to OCFS.

Please feel free to contact your Program Manager, Adam Berry, at 518-474-7899 or Adam.Berry@ocfs.ny.gov.

Sincerely,

Melaney A. Szklenka
Senior Manager

Attachments: Contract Instructions Documents,
CMS Authorization Form,
Vendor Contract Contact Update Form

RESOLUTION NO. 535

AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY POLICE DEPARTMENT REGARDING A PART-TIME LAW ENFORCEMENT COORDINATOR FOR THE CHILDREN'S ADVOCACY CENTER

Introduced: 12/5/19

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with the City of Albany Police Department regarding a part-time Law Enforcement Coordinator to be co-located at the DCYF Children's Advocacy Center in the amount of \$27,000 for a term commencing February 1, 2020 and ending January 31, 2021, and

WHEREAS, The Commissioner indicated that the part-time Law Enforcement Coordinator shall be a liaison between the DCYF, the Children's Advocacy Center and the multiple law enforcement agencies in Albany County and those outside of Albany County that may also be investigating multi-jurisdictional cases, including FBI and Homeland Security, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the City of Albany Police Department regarding a part-time Law Enforcement Coordinator to be co-located at the DCYF Children's Advocacy Center in the amount of \$27,000 for a term commencing February 1, 2020 and ending January 31, 2021, and, be it further

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

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

Adopted by unanimous vote - 12/5/19

RESOLUTION NO. 26

AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER AND AMENDING THE 2018 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 2/12/18

By Social Services and Audit and Finance Committees:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the NYS Office of Children and Family Services regarding the Children's Advocacy Center for the term commencing February 1, 2018 and ending January 31, 2019 in the amount of \$188,233, and

WHEREAS, The Commissioner has also requested authorization to renew an interdepartmental agreement with the Albany County Crime Victims and Sexual Violence Center for the same term indicated above in an amount not to exceed \$41,000 regarding the treatment of victims of child abuse cases, and

WHEREAS, The Commissioner has also requested authorization to renew an agreement with Forensic Nurse Practitioners of Schenectady, LLP for the same term indicated above in an amount not to exceed \$1,500 regarding the provision of non-emergency medical exams on site at the Children's Advocacy Center for children and youth who are alleged to be victims of child abuse, and

WHEREAS, The Commissioner requested a budget amendment in order to incorporate \$118,631 of the aforementioned funding into the 2018 Department for Children, Youth and Families Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with the NYS Office of Children and Family Services regarding the aforementioned grant award in the amount of \$188,233 for the term commencing February 1, 2018 and ending January 31, 2019, and, be it further

RESOLVED, That the County Executive is also authorized to execute an interdepartmental agreement between the Department for Children, Youth and Families and the Albany County Crime Victims and Sexual Violence Center in an amount not to exceed \$41,000 for the term commencing February 1, 2018 and ending January 31, 2019, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an agreement with Forensic Nurse Practitioners of Schenectady, LLP in an amount not



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

(518) 447-7324 - FAX (518) 447-7578

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

January 6, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to renew a contract with the New York State Department of Health for reimbursement of administrative costs incurred, for the provision of Early Intervention services, in the amount of \$143,032 for the period October 1, 2020 – September 30, 2021.

Local governments have the responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the work plan developed by the Department.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2218, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to Accept Early Intervention Admin Reimbursement from NYSDOH

Date:	January 6, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Renewal

Submission Date Deadline 4/27/2020

- ☐ 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):

NYSDOH
Division of Family Health, Fiscal Unit
ESP Corning Tower
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$143,032
Scope of Services: Reimbursement of Admin Costs for the Early Intervention Program

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Public Health Law title II-A of Article 25

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

County Budget Accounts:

Revenue Account and Line: AA4059 03449

Revenue Amount: \$143,032

Appropriation Account and Line: AA4059 1 8

Appropriation Amount: \$89,681 \$53,351

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/01/2020 - 9/30/2021

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-87, 17-039, 15-310, 15-83, 14-250

Date of Adoption: 3/11/19, 2/13/17, 8/10/15, 3/9/15, 7/14/14

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Contractual Agreement Between the New York State Department of Health and Albany County for the Reimbursement of Administration Costs for Early Intervention

The Department for Children, Youth and Families is seeking Legislative authorization to enter into a contractual agreement with the New York State Department of Health (NYSDOH) in the amount of \$143,032 for the period of October 1, 2020 – September 30, 2021. Under this contract, Albany County will be able to claim reimbursement from the State for administrative costs incurred for the provision of Early Intervention services.

The New York State Early Intervention Program (EIP) is part of the national Early Intervention Program for infants and toddlers with disabilities and their families. First created by Congress in 1986 under the Individuals with Disabilities Education Act (IDEA), the EIP is administered by the New York State Department of Health through the Bureau of Early Intervention. In New York State, the Early Intervention Program is established in Article 25 of the Public Health Law and has been in effect since July 1, 1993.

Local governments have responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the work plan developed by the Department.

To be eligible for services, children must be less than 3 years of age and have a confirmed disability or established developmental delay, as defined by the State, in one or more of the following areas of development: physical, cognitive, communication, social-emotional, and/or adaptive.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 10, 2020

Daniel McCoy
County Executive
112 State Street, Room 710
Albany, New York 12207
County of Albany

Re: Early Intervention Administration

Dear Daniel McCoy:

This is to inform you of the New York State Department of Health's intent to provide an increase in funding to your Early Intervention Administration (EI ADMIN) contract. This increase is in response to the recent Public Health Law amendment and subsequent regulatory change to 10 NYCRR subpart 67-1, which updated the definition of "elevated blood lead level." The funding amount for year four will be \$135,987 and for year five will be \$143,032, bringing your full contract award amount to \$623,572 for the contract period of October 1, 2016 to September 30, 2021. This amendment is contingent upon approval of the New York State Office of the State Comptroller (OSC) and availability of funds.

This award is conditioned on the requirements specified on the enclosed Contract Amendment Submission Checklist. Please refer to this Contract Amendment Checklist to ensure correct submission of all documents required to process the amendment by the due dates indicated.

Please email completed administrative and budget forms by **April 27, 2020** to dfh.boa@health.ny.gov. Forms that require a signature should be scanned and sent as a pdf. All other forms should be in the same format as you have received them. Indicate your contract number (C31617GG) in the subject line of the email.

The estimated Time Frame to complete this contract amendment is as follows:

Required Process Step	Responsible	Time Frame
Contract Information Requested (PM) – upon award of the contract the Grantee must log into the Grants Gateway (GG) and complete the expenditure budget as instructed in the attached "Contract Submission Checklist". This document also provides instruction on how all required supporting documents are to be submitted. For future reference, the checklist has also been uploaded to the Grantee Document Folder located under the Forms Menu in the GG. When this step is completed, the Grantee MUST change the status to Contract Information Submitted.	Grantee	4/27/20
Program Manager Review – Grantee has completed requested administrative and budget modification forms and submitted the Budget Modification Form to dfh.boa@health.ny.gov	State Agency	5/4/20
Contract Manager Review - PM has reviewed and approved the submitted Administrative and Budget Modification Forms to the Contract Manager (CM) and advanced to the CM for final review.	State Agency	5/18/20

RESOLUTION NO. 87**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM**

Introduced: 3/11/19

By Social Services Committee, Ms. McKnight and Mr. Ethier:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount not to exceed \$114,851 for a term commencing October 1, 2018 and ending September 30, 2019, and

WHEREAS, The Commissioner has further indicated Albany County will have the ability to claim State reimbursement for administrative costs pertaining to the provision of Early Intervention services for children under the age of three with a confirmed disability or established developmental delay as defined by the state, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with NYSDOH regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount not to exceed \$114,851 for a term commencing October 1, 2018 and ending September 30, 2019, 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 – 3/11/19



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 13, 2020

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

Dear Chairman Joyce,

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

Authorization is requested to amend an agreement with Nanonation to extend the contract so we may fully implement the Kiosks. The Kiosks provide the ability for clients and applicants to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. Nanonation will supply 4 Kiosks with one to be installed at DSS and the others at other community based locations within Albany County.

The kiosks will have the ability to interface with other County and New York State information systems and software applications which provides local social service districts with real-time access to documents through a single user interface. The documents are scanned and indexed and can be shared across the entitlement program areas. This will allow for more streamlined access to SNAP benefits as well as a more efficient client service program.

We are requesting to extend the contract end date one additional year until 2/28/22 due to the complications in establishing the connectivity to the Local SOS Welfare Management System (WMS) Server as well as delays in deployment of the community based kiosks as potential community sites are currently closed to the public. Additionally, the community locations pose additional connectivity challenges which will need to be worked through with NYS Office of Temporary Disability Assistance and NYS Information Technology Services. The one kiosk located at DSS is scheduled for implementation January 2021. We will work with the provider to deploy and implement the other three kiosks during the extended contract period.

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

File #: TMP-2198, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Nanonation)

Date: 1/4/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☒ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Nanonation

301 South 13th Street, Suite 700

Lincoln, NE 68508

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

-

Scope of Services:

Nanonation will provide DSS with four Kiosks to assist in modernizing operations through the integration of self-service technology to improve customer service and increase access to Supplemental Nutrition Assistance Program (SNAP) benefits.

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: -

Revenue Amount: -

Appropriation Account and Line: -

Appropriation Amount: -

Source of Funding - (Percentages)

Federal: -

State: -

County: -

Local: -

Term

Term: (Start and end date) 3/1/2021-2/28/2022

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: 16

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Authorization is requested to amend an agreement with Nanonation to extend our contract with the company so we may fully implement the Kiosks. The Kiosks provide the ability for clients and applicants to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. Via RFP 2019-100R this provider was the only respondent, has been vetted by DSS as being qualified to perform the serviced outlined in the RFP and will supply 4 Kiosks with one to be installed at DSS and the others at other community based locations within Albany County. The kiosks will have the ability to interface with other County and New York State information systems and software applications which provides local social service districts with real-time access to documents through a single user interface. The documents are scanned and indexed and can be shared across the entitlement program areas. This will allow for more streamlined access to SNAP benefits as well as a more efficient client service program. We are requesting to extend the contract end date one additional year until 2/28/22 due to the complications in establishing the connectivity to the Local SOS Welfare Management System (WMS) Server as well as delays in deployment of the community based kiosks as potential community sites are currently closed to the public. Additionally, the community locations pose additional connectivity challenges which will need to be worked through with NYS Office of Temporary Disability Assistance and NYS Information Technology Services. The one kiosk located at DSS is scheduled for implementation January 2021. We will work with the provider to deploy and implement the other three kiosks during the extended contract period.

**SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
NANONATION**

RESOLUTION NO. 16 ADOPTED FEBRUARY 10, 2020

This is an Agreement between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting through the Albany County Department of Social Services (hereinafter referred to as "DSS"), Albany County Office Building, 112 State Street, Albany, New York 12207 and Nanonation with offices located at 301 South 13th Street, Suite 700, Lincoln, Nebraska (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County has heretofore requested bids to provide DSS with Kiosks to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits, said request for proposals having been denominated RFP #2019-100R and is incorporated herein by reference into this Agreement; and

WHEREAS, Provider has submitted a bid to provide the aforesaid services to DSS (hereinafter referred to as the "Proposal"); and

WHEREAS, the County has accepted the offer of the Provider to provide the implementation services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a one year agreement with the Provider regarding the aforesaid services by Resolution No. 16, adopted February 10, 2020; and

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 DSS with four Kiosks to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits. The Kiosks require the ability for clients to self-scan required documents through walk-in service at multiple locations throughout Albany County and to also apply directly for SNAP benefits on-line through myBenefits.gov. In addition, the Provider agrees to comply with all requirements outlined in the RFP as well as Scope of Services outlined in Exhibit 1.

ARTICLE II. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, requirements and procedures for the Provider to develop, implement, support and maintain four kiosks for use by the County to assist in modernizing their operations through the integration of self-service technology to increase access to Supplemental Nutrition Assistance Program (SNAP) benefits and improve the customer experience. 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 will be able to fulfill their function and responsibility.

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

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

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE 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 AND AUDITS

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.

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement not to exceed the amount of **ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SIXTY 00/100 DOLLARS (\$149,160)**.

Fees for the service provided shall be payable upon submission by the Provider of a County claim form signed by the Provider to DSS. The claim form or attached invoice must contain itemized detail of the costs incurred and services rendered. As part of this Agreement, the Provider shall provide all services set forth in Exhibit 1 attached hereto and made a part hereof.

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. Provider's obligation to reimburse County for reasonable attorney's fees is predicated on the understanding that the County shall promptly notify Provider of any claim and that Provider shall have the right to control the defense, at its own expense, of any claims made against the provider.

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

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

ARTICLE 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 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 XVI. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVII. GOVERNING LAWS

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

ARTICLE XVIII. TERM OF AGREEMENT

The term of this Agreement shall commence on March 1, 2020 and will continue in effect through February 28, 2021. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to terminate this Agreement if the Provider is unable to provide remedy within ten (10) business days.

ARTICLE XX. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Provider to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Provider. Such damages are not to exceed the total amount paid by the County to Provider within the preceding twelve (12) months.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. 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 XXVIII. 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 XXIV. INTERPRETATION

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

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

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

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

ARTICLE XXVII. 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. MODIFICATIONS

This Agreement may only be modified by a formal written amendment or change order executed by the County and the Provider. Such amendment or change order shall be fully subject to the approval of New York State Office of Temporary and Disability Assistance.

ARTICLE XXIX. NOTICE

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

Name: Michele G. McClave
 Department: Commissioners Office
 162 Washington Ave.
 Albany, New York 12210

ARTICLE XXX. ADDITIONAL ASSURANCES:

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

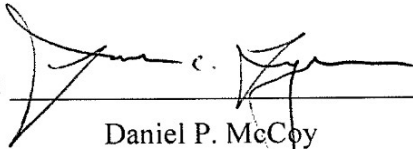
The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

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

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: 4/21/2020

BY: 

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

NANONATION

DATE: March 25, 2020BY: 
SignatureZac Rustad - VP Business Development
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 25th day of Apr., 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.

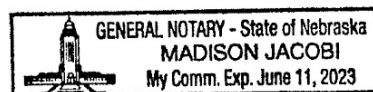
NOTARY PUBLIC

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

STATE OF Nebraska)
COUNTY OF Lancaster) SS.:

On the 25th day of March, 2020, before me, the undersigned, personally appeared Zac Rustad 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.

Madison Jacobi
NOTARY PUBLIC



SCHEDULE A

INSURANCE COVERAGE

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

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

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

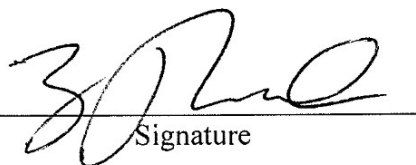
SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: March, 25, 2020

By: _____


Signature

Zac Rustad - VP Business Development
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).

Nanonation

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

SCHEDULE D

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

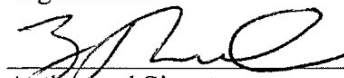
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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.

Nanonaton

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

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

EXHIBIT 1

COUNTY OF ALBANY ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES KIOSK IMPLEMENTATION

SCOPE OF SERVICES

Nanonation will provide and install four (4) interactive self-service Kiosks, two of which will be located at the DSS office with two additional Kiosks to be placed in County identified community locations. The four (4) new common use self-service Kiosks must have customized scanning software which will provide individuals the ability to upload documents to an appropriate designated electronic location without having to wait in line or put documents in a bin. Kiosks will provide a receipt confirming that they dropped off the documents to the DSS. These four (4) Kiosks will also provide the ability for individuals to apply or recertify for SNAP benefits online, as well as upload appropriate documentation without having to wait in line.

I. For this project, Nanonation agrees:

- a. To identify a Project Manager and key professional staff to develop with key County staff a comprehensive project plan which includes delineated activities, tasks, including necessary customizations, workflow diagrams, scope of work and timetables for the implementation of a complete comprehensive Kiosk system that will be implemented based on joint Provider and County discussions which identify, outline and document the County's needs.
- b. Work with the County to design the flow and customize the kiosk screens to meet the County's needs. Customization and flows will be scoped out in detail and are included in the proposed budget price.
- c. Work with the County on any additional System Change Requests (SCR) outside of scope, including documenting, defining, reviewing and quoting through an agreed upon Change Management Process. Any SCRs will require written approval of both the Provider and the County.
- d. To create a specific training plan based on the County Kiosk build that can be provided in person and online to all staff. A component of the training plan will include the provision of necessary reference materials (e.g. manuals, quick reference guides, etc.)
- e. To make available at no cost to the County any of Nanonation's currently available translated language options for client facing portions of the system. Any languages Nanonation does not have available will be obtained through the agreed upon system Change Management Process.
- f. To install and connect all hardware for the kiosk. The Provider will coordinate with the County and identified community locations to install the appropriate network or electric cable lines for the kiosks to be operational.
- g. To provide ongoing maintenance and support.

II. The Kiosks should make the application and recertification process easier and more efficient and improve overall customer service and increase efficiency of managing cases through the following functions:

- a. Applicants and Recipients shall have the ability to easily apply for SNAP benefits online through the Kiosks utilizing <http://www.myBenefits.ny.gov>.
- b. Kiosks must have internet access capability.
- c. Kiosk navigation will be customized to DSS specifications to assure ease of Applicant/Recipient utilization.
- d. The kiosks must have the ability to interface tightly with other County and New York State information systems and software applications. Examples of interfaces include the NY.gov as well as the NYS Imaging Enterprise Document Repository (NYS I/EDR) which provides local social service districts with real-time access to documents through a single user interface. The documents scanned and indexed can be shared across the entitlement program areas.
- e. Applicants and recipients will utilize the Kiosks to scan required documentation such as proof of income, proof of residency, birth certificates, driver's licenses, medical documentation, bank statements etc. (LDSS-2642 Documentation Requirements).
- f. Applicants and Recipients should have the ability to scan documents concurrently during application/recertification for SNAP benefits.
- g. Applicants/Recipients will scan their documents using a contact number and their first and last name and at least one of the following data elements: their Social Security number. (SSN), Client Identification Number (CIN), Case Number, or Date of Birth (DOB).
- h. Kiosks should have the ability to swipe a County issued Benefit ID Card to identify their SNAP case through the NYS Welfare Management System to assign uploaded documents.
- i. The Kiosks will provide a date and time stamped receipt with images of what was scanned to confirm that their documents were uploaded.
- j. Nanonation will determine whether an interface can occur so the transmission methodology for documents mimic what is outlined in NYDocSubmit Mobile Application 20-ADM-XX – Implementation of Phase 2 of NYDocSubmit Mobile Application and On-Site Imaging Worker Portal (OSI). This interface would directly import documents into the NYS Imaging and Enterprise Document Repository reducing significant backend manual work for Albany County staff. The NYDocSubmit interface with I/EDR includes:
 - Users creating a NY.gov account
 - Various language translation options
 - Terms of Use and Disclaimer
 - History Screen
 - Selecting a District/Program/Document Category
 - Individual Identifying Information
 - Review of Documents and Associated Information
 - Transmission of Documents
 - Document Upload Failed
 - Closing the Application
 - Roles and System Permissions for OSI Worker Portal
 - Document Search and Retrieval
 - Claiming and Unclaiming a Document
 - Document Status

- Indexing a Document in the On-Site Imaging Worker Portal
- Suppressed Documents
- Management Reports

k. The County will assist Nanonation in discussions with NYS regarding interfaces.

l. If the direct interface with NYS I/EDR cannot occur, a system design similar to the NYDocSubmit Mobile Application should be developed so it minimizes duplication of effort and prepares for future alignment and system interface with the NYS information and software systems.

III. In addition to the details outlined here in Exhibit 1, Nanonation agrees to the provision of the Scope of Services outlined in the RFP including but not limited to the following areas:

- ✓ Product Specification and Capabilities
- ✓ Functional Requirements
- ✓ Other Kiosk Requirements
- ✓ Security Requirements
- ✓ Quality, Production & Pricing Requirements
- ✓ Customization
- ✓ Administrative Tools
- ✓ Programming Requirements
- ✓ Training Requirements
- ✓ Maintenance Requirements

IV. The Provider will install and deploy the kiosks system by the contractual date mutually established by the Provider and the County. The kiosks shall be fully operational prior to deployment.

TERM OF CONTRACT:

The period of performance, service and maintenance shall be one, 12-month period. Warranty coverage shall not go into effect until actual delivery and successful installation of hardware has been completed and confirmed at each of the designated County locations.

At the end of the initial one year contract term, the Provider agrees to provide an annual service and maintenance agreement. The annual cost of service and maintenance for years 1-5 are included in this contract amount. Annual service and maintenance includes kiosk repairs, operating system upgrades and software installation on any Provider supplied kiosks. For years 6-10, the annual service and maintenance agreement will be \$1,000 per annum.

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 Nanonation.
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 and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be March 1, 2020 – February 28, 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#: 46328

NANON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2020

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

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

PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500		CONTACT NAME: Adam Olson PHONE (A/C, No, Ext): 402.483.4500 E-MAIL ADDRESS: aolson@insproins.com FAX (A/C, No): 402.483.7977	
INSURED Nanonation, Inc. 301 South 13th Street, Suite 700 Lincoln, NE 68508		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: United States Liability Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25895	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6800N095987	12/04/2019	12/04/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6800N095987	12/04/2019	12/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$5000	X		CUP0N096529	12/04/2019	12/04/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0N095521	12/04/2019	12/04/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The County of Albany is listed as an additional insured in regards to general liability.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY, NEW YORK 12210-2304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 16

AUTHORIZING AN AGREEMENT WITH NANONATION REGARDING THE PROVISION OF KIOSKS FOR SNAP BENEFIT APPLICANTS AND RECIPIENTS AND AMENDING THE 2020 DEPARTMENT OF SOCIAL SERVICES BUDGET

Introduced: 2/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services (DSS) has been notified by the New York State Office of Temporary Disability Assistance (OTDA) that Albany County has been awarded the amount of \$102,893 for the Supplemental Nutrition Assistance Program (SNAP) Bonus Award Allocation, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement for grant funding with OTDA regarding the aforementioned SNAP Bonus Award Allocation in an amount not to exceed \$102,893 and to amend the 2020 DSS budget in order to incorporate the funding, and

WHEREAS, The Commissioner has also requested authorization to enter an agreement with Nanonation regarding the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents and apply directly for SNAP benefits through myBenefits.gov in an amount not to exceed \$149,160 for a term commencing March 1, 2020 and ending February 28, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with NYS OTDA to accept grant funding in the amount of \$102,893 regarding the SNAP Bonus Award Allocation, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Nanonation, Lincoln, NE 68508 regarding the purchase of four SNAP Application Kiosks for clients and applicants to self-scan required documents and apply directly for SNAP benefits through myBenefits.gov in an amount not to exceed \$149,160 for a term commencing March 1, 2020 and ending February 28, 2021, and, be it further

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

Increase Revenue Account A4610 Social Services Administration by \$102,893

Increase Appropriation Account A6010.2 by \$102,893 by increasing Line Item A6010 2 2050 Computer Equipment by \$102,893

and, be it further

RESOLVED, That the County Attorney is authorized to approve the aforementioned 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, 2021

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:

Via Resolution No. 341, Adopted 10/13/2020 authorization was granted to renew agreements with two providers of home establishment furnishing (Bass Furniture and City Discount Furniture) in the amount of \$200,000. As the Albany County Department of Social Services is always looking for additional vendors we are requesting to add Furniture Liquidators and Homeless and Traveler's Aid (HATAS) to the eligible list for DSS clients.

Furniture Liquidators would supply strictly new home establishment items while HATAS would provide new mattresses and used furniture at or below NYS established rates. Note HATAS has stringent cleaning protocols in place. The potential of having four providers to choose from will benefit DSS clients to better ensure adequate furnishings are available. No additional funding is attached to this requested.

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

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2197, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Home Establishment)

Date: 1/4/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☒ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Homeless and Traveler's Aid

138 Central Ave.

Albany NY 12206

Additional Parties (Names/addresses):

Furniture Liquidators

7 Colvin Ave.

Albany, NY 12206

Amount/Raise Schedule/Fee: 0

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR 352.7

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

Revenue Account and Line: -

Revenue Amount: -

Appropriation Account and Line: -

Appropriation Amount: -

Source of Funding - (Percentages)

Federal: -

State: -

County: -

Local: -

Term

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

Length of Contract: 12 months

Impact on Pending LitigationYes ☐ No ☒If yes, explain: [Click or tap here to enter text.](#)Previous requests for Identical or Similar Action:

Resolution/Law Number: 341

Date of Adoption: 10/13/2020

Justification: (state briefly why legislative action is requested)

Via Resolution No. 341, Adopted 10/13/2020 authorization was granted to renew agreements with two providers of home establishment furnishing (Bass Furniture and City Discount Furniture) in the amount of \$200,000. As the Albany County Department of Social Services is always looking for additional vendors we are requesting to add Furniture Liquidators and Homeless and Traveler's Aid (HATAS) to the eligible list for DSS clients. Furniture Liquidators would supply strictly new home establishment items while HATAS would provide new mattresses and used furniture at or below NYS established rates. Note HATAS has stringent cleaning protocols in place. The potential of having four providers to choose from will benefit DSS clients to better ensure adequate furnishings are available. No additional funding is attached to this requested.

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

No RFP is required as Albany County Department of Social Services contracts with all willing and able providers.

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

Essential Household Items

Item	Maximum Amount Allowable
------	--------------------------

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

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

During the period from 7/1/2019 - 6/30/20 142 clients were served under this contract.

RESOLUTION NO. 341

AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for recipients of public assistance, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has recommended that the County renew agreements with the providers mentioned below at rates set by New York State for such furniture, furnishings, equipment and supplies for the term commencing January 1, 2021 and ending December 31, 2021 in a total amount not to exceed \$200,000, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following agencies at rates established by New York State Social Services Law and the New York State Office of Temporary Disability Assistance for the term commencing January 1, 2021 and ending December 31, 2021 for a total amount not to exceed \$200,000:

Joe Bass Company, LLC
18 Northstar Dr.
Troy, NY 12180

City Discount Furniture
268 Central Ave.
Albany, NY 12206

and, be it further

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

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

Adopted by unanimous vote – 10/13/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of October, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of October, 2020.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

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

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

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

WITNESSETH

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

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

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

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

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

Essential Household Items

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

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

ARTICLE II. ACCOUNTING RECORDS

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

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

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

ARTICLE III. ASSIGNMENTS

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

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

ARTICLE IV. COOPERATION

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

ARTICLE V. SCHEDULE

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. INDEMNIFICATION

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

ARTICLE VIII. INSURANCE

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

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

ARTICLE IX. REMEDY FOR BREACH

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

ARTICLE X. SUSPENSION AND DEBARMENT

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XI. NON-DISCRIMINATION

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

ARTICLE XII. TERM AND TERMINATION OF AGREEMENT

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

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

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

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to

cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

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

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

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

ARTICLE XIII. FEDERAL LOBBYING

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

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

ARTICLE XIV. MACBRIDE PRINCIPLES

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

ARTICLE XV. APPLICABLE LAW

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

ARTICLE XVI. INVALID PROVISIONS

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

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

ARTICLE XVII. MODIFICATION

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

ARTICLE XVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XIX. NON-APPROPRIATIONS

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

ARTICLE XX. ADDITIONAL ASSURANCES

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

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

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

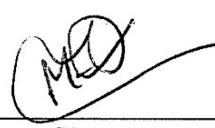
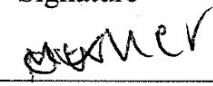
COUNTY OF ALBANY

DATE: 10/3/19

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

CITY DISCOUNT FURNITURE

DATE: 10/3/19

BY: 
 Signature

 Title

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

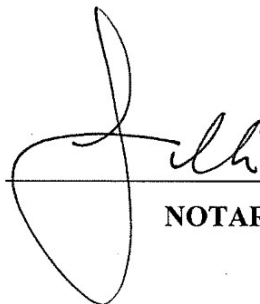
On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his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

NOTARY PUBLIC

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

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

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

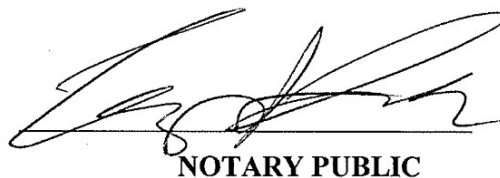


NOTARY PUBLIC

STATE OF NY)
COUNTY OF Albany) SS.:

On the 3 day of October, 2019, before me, the undersigned, personally appeared Mohammad Barak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

Liability for:

Combined Single Limit:

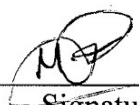
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 10-3-19

By: 
Signature

owner
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

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

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

City Discount Furniture
Organization


Authorized Signature

owner 10-3-18
Title Date

SCHEDULE D

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

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

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

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

city discount furniture

Organization



Authorized Signature

owner

Title

10-3-18

Date

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

EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

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

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

Essential Household Items

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

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

II. Billing and Reimbursement

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

111

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

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

PRODUCER MEHMOOD RISK MANAGEMENT INC. 1687 CENTRAL AVE COLONIE, NY 12205	CONTACT NAME: MUHAMMAD ARFAN	
	PHONE (A/C, No. Ext): 518-433-1000	FAX (A/C, No): 518-433-1001
INSURED CITY DISCOUNT FURNITURE INC. 268 CENTRAL AVE ALBANY, NY 12206	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ALLEGANY CO-OP INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1900001971	11/05/2019	11/05/2020	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 3000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY			N/A			COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB			N/A			EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	☐ Y/N	N/A				OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is subject to the terms and conditions of the actual policy when it was written.
Certificate Holder:- COUNTY OF ALBANY, DEPARTMENT OF SOCIAL SERVICES, 162 WASHINGTON AVE, ALBANY, NY 12210

CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2019

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

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

PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428 FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spbicadp@travelers.com
INSURED CITY DISCOUNT FURNITURE INC 268 CENTRAL AVE ALBANY, NY 12206	INSURER(S) AFFORDING COVERAGE INSURER A: THE TRAVELERS INDEMNITY COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 590757057401982

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9M194403-19	04/02/2019	04/02/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE. ALBANY, NY 12210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Kuckelman</i>
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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 21, 2021

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 accept a nine million dollar allocation from the US Treasury to provide rental and utility assistance including rental and utility arrears to eligible households. This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid-19 pandemic.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

- Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- Demonstrates a risk of experiencing homelessness or housing instability; and
- Has a household income at or below 89 percent of area median income.

Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized.

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

File #: TMP-2253, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 1/22/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☒ Revenue

Increase Account/Line No.: A46010.04612
Source of Funds: US Department of the Treasury
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) Federal Allocation

Contract Terms/Conditions:

Party (Name/address):

US Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$9,061,753.20
Scope of Services: This allocation is made available to assist households that are unable to pay rental and/or utility arrears and up to 12 months of rent due to COVID-19 pandemic.

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: A46010.0.4612

Revenue Amount: \$9,061,753.20

Appropriation Account and Line: A6010.4.4086

Appropriation Amount: \$9,061,753.20

Source of Funding - (Percentages)

Federal: 100%

State:

County:

Local:

Term

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

Length of Contract: 15 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)

Approval is requested to accept a grant award from the US Treasury to provide rental and utility assistance including rental and utility arrears to eligible households. This is a federal assistance program to prevent eviction of households with financial hardship due to the Covid pandemic.

An eligible household is defined as a renter household in which at least one or more individuals meets the following criteria:

1. Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
2. Demonstrates a risk of experiencing homelessness or housing instability; and
3. Has a household income at or below 89 percent of area median income.

Eligible households include an individual who has been unemployed for the 90 days prior to application for assistance; households with income at or below 50 percent of area median income will be prioritized for assistance.

Eligible households may receive up to 12 months of rental arrears assistance, plus an additional three months if there is a determination of need to ensure housing stability should sufficient funds remain available. The payment of existing housing related arrears that could result in eviction of an eligible household will be prioritized. Assistance will be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once an eligible household's rental arrears has been reduced future rental assistance will only be approved at three month intervals. Households may reapply for additional assistance at the end of the three month period if needed and the overall time limit for assistance has not been exceeded. Not less than 90% of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy arrears and other expenses related to housing.

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. In general, funds will be paid to the landlord or utility service provider.

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6010 4 4086 000	Emergency Rental Assis. Prog.	\$9,061,753.20	0.00		Social Services
AA 0000 0 0000 000		0.00	0.00		
	TOTAL APPROPRIATIONS	9,061,753.20	0.00		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6010 0 4612 000	Emergency Rental Assis. Prog.	0.00	\$9,061,753.20		Social Services
AA 0000 0 0000 000		0.00	0.00		
	TOTAL ESTIMATED REVENUES	0.00	9,061,753.20		
	GRAND TOTALS	9,061,753.20	9,061,753.20		

U.S. DEPARTMENT OF THE
TREASURY



Assistance for
American Workers
& Families



Assistance for
Small Business



Assistance for
State, Local,
and Tribal
Governments



Preserving Jobs
for American
Industry



Emergency Rental Assistance Program

Emergency Rental Assistance Program

KEEPING FAMILIES IN THEIR HOMES

The Emergency Rental Assistance program makes available \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

INFORMATION FOR GOVERNMENTS

Emergency Rental Assistance payments will be made directly to States (including the District of Columbia), U.S. Territories (Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa), local governments with more than 200,000 residents, the Department of Hawaiian Home Lands, and Indian tribes (defined to include Alaska native corporations) or the tribally designated housing entity of an Indian tribe, as applicable (collectively the “eligible grantees”).¹ Details on exact payment amounts will be forthcoming, and may be accessed below.

A list of eligible local governments, which includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 200,000, may be accessed below.

Eligible grantees must provide payment information and sign the acceptance of award terms form accessible below. The award terms are available for review, and may be accessed below. Prospective grantees should review in full the statutory provisions, cited in the award terms, for complete participation requirements.

Completed payment information and a signed acceptance of award terms form generally must be submitted not later than 11:59 p.m. EDT on January 12, 2021, to ensure payments are made within the 30-day period specified by the statute.² Eligible grantees that do not provide complete information by 11:59 p.m. EDT on January 12, 2021, may not receive an Emergency Rental Assistance payment. To the extent any tribes or tribally-designated housing entities do not elect to participate in the program by providing the required payment materials, Treasury is required to reallocate those funds to those tribes that have elected to participate in the program.

Not less than 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

INFORMATION FOR RENTERS

Eligibility

An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:

- i. Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- ii. Demonstrates a risk of experiencing homelessness or housing instability; and
- iii. Has a household income at or below 80 percent of the area median.

Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.

Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

Available Assistance

Eligible households may receive up to 12 months of assistance, plus an additional 3 months if the grantee determines the extra months are needed to ensure housing stability and grantee funds are available. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, grantees may only commit to providing future assistance for up to three months at a time. Households may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.

Application Process

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. Households and landlords must apply through programs established by grantees. In general, funds will be paid directly to landlords and utility service providers. If a landlord does not wish to

participate, funds may be paid directly to the eligible household. Households and landlords should not submit applications for assistance to Treasury.

TRANSPARENCY

The Department of the Treasury will issue public reports quarterly on the use of funds. The Treasury Office of Inspector General will conduct oversight of the program and may recoup funds from any government that fails to comply with the restrictions on the use of funds.

- Computation of payment amounts to grantees. (LINK FORTHCOMING)
 - Listing of eligible units of local government.
 - Grantee award terms.
 - Submission required for Emergency Rental Assistance payment.
-
1. More specifically, the statute includes Indian tribes, including Alaska native corporations, that were eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020.
 2. Indian tribes that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020 must submit completed payment materials not later than 11:59 p.m. EDT on January 26, 2021.

BEWARE COVID-19 SCAMS

RECENT REMARKS AND STATEMENTS

PERSONAL FINANCE RESOURCES

OMB Approved No.: 1505-0266

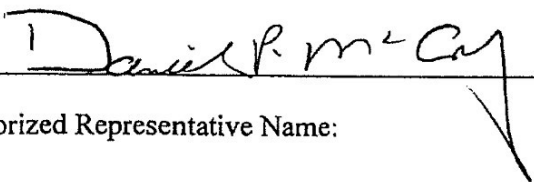
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Albany County department of Social Services 162 Washington Avenue Albany, NY 12210-2304	DUNS Number: 06-053-6653 Taxpayer Identification Number: 14-6002563
--	--

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name:

Title:

Date signed: 1/11/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
12. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Eligible Units of Local Government

The 426 counties and cities/towns listed below had a population of more than 200,000 people in 2019 according to the Census Bureau. The name of the county or city/town is the name as it appears in the Census Bureau's City and Town Population Subcounty Resident Population Estimates file.

The list below was created using the Census Bureau's City and Town Population Subcounty Resident Population Estimates file from the 2019 Vintage.¹ The data are limited to active governments providing primary general-purpose functions and active governments that are partially consolidated with another government but with separate officials providing primary general-purpose functions.² The list below also excludes Census summary level entities that are minor civil division place parts or county place parts as these entities are duplicative of incorporated and minor civil division places listed below.

State	Unit of local government with population that exceeds 200,000
Alabama	Baldwin County
Alabama	Birmingham city
Alabama	Huntsville city
Alabama	Jefferson County
Alabama	Madison County
Alabama	Mobile County
Alabama	Montgomery County
Alabama	Shelby County
Alabama	Tuscaloosa County
Alaska	Anchorage municipality
Arizona	Chandler city
Arizona	Gilbert town
Arizona	Glendale city
Arizona	Maricopa County
Arizona	Mesa city
Arizona	Mohave County

¹ The Census data file is available at https://www2.census.gov/programs-surveys/popest/datasets/2010-2019/cities/totals/sub-est2019_all.csv and was accessed on 12/30/2020. Documentation for the data file can be found at <https://www2.census.gov/programs-surveys/popest/technical-documentation/file-layouts/2010-2019/sub-est2019.pdf>.

² These entities have a Functional Status Code of A or B. (More information on the Census Functional Status Codes is available at <https://www.census.gov/library/reference/code-lists/functional-status-codes.html>.) Entities with a Functional Status Code of C, active government consolidated with another government with a single set of officials, are excluded as they are duplicative of entities listed with a Functional Status Code of A or B. For example, Denver County, Colorado and Denver city, Colorado have identical populations, but Denver County has a Functional Status Code of C and is excluded from the list. Two exceptions are made for Jacksonville/Duval County, Florida and Indianapolis/Marion County, Indiana, which are consolidated city-county governments, but whose populations differ. For Jacksonville/Duval County and Indianapolis/Marion County, the counties' populations are used to calculate the allocation.

State	Unit of local government with population that exceeds 200,000
Arizona	Phoenix city
Arizona	Pima County
Arizona	Pinal County
Arizona	Scottsdale city
Arizona	Tucson city
Arizona	Yavapai County
Arizona	Yuma County
Arkansas	Benton County
Arkansas	Pulaski County
Arkansas	Washington County
California	Alameda County
California	Anaheim city
California	Bakersfield city
California	Butte County
California	Chula Vista city
California	Contra Costa County
California	Fontana city
California	Fremont city
California	Fresno County
California	Fresno city
California	Irvine city
California	Kern County
California	Long Beach city
California	Los Angeles County
California	Los Angeles city
California	Marin County
California	Merced County
California	Modesto city
California	Monterey County
California	Moreno Valley city
California	Oakland city
California	Orange County
California	Oxnard city
California	Placer County
California	Riverside County
California	Riverside city
California	Sacramento County
California	Sacramento city
California	San Bernardino County
California	San Bernardino city
California	San Diego County
California	San Diego city

State	Unit of local government with population that exceeds 200,000
California	San Francisco city
California	San Joaquin County
California	San Jose city
California	San Luis Obispo County
California	San Mateo County
California	Santa Ana city
California	Santa Barbara County
California	Santa Clara County
California	Santa Clarita city
California	Santa Cruz County
California	Solano County
California	Sonoma County
California	Stanislaus County
California	Stockton city
California	Tulare County
California	Ventura County
California	Yolo County
Colorado	Adams County
Colorado	Arapahoe County
Colorado	Aurora city
Colorado	Boulder County
Colorado	Colorado Springs city
Colorado	Denver city
Colorado	Douglas County
Colorado	El Paso County
Colorado	Jefferson County
Colorado	Larimer County
Colorado	Weld County
Delaware	New Castle County
Delaware	Sussex County
Florida	Alachua County
Florida	Brevard County
Florida	Broward County
Florida	Clay County
Florida	Collier County
Florida	Escambia County
Florida	Hialeah city
Florida	Hillsborough County
Florida	Jacksonville city/Duval County
Florida	Lake County
Florida	Lee County
Florida	Leon County

State	Unit of local government with population that exceeds 200,000
Florida	Manatee County
Florida	Marion County
Florida	Miami city
Florida	Miami-Dade County
Florida	Okaloosa County
Florida	Orange County
Florida	Orlando city
Florida	Osceola County
Florida	Palm Beach County
Florida	Pasco County
Florida	Pinellas County
Florida	Polk County
Florida	Port St. Lucie city
Florida	Sarasota County
Florida	Seminole County
Florida	St. Johns County
Florida	St. Lucie County
Florida	St. Petersburg city
Florida	Tampa city
Florida	Volusia County
Georgia	Atlanta city
Georgia	Augusta-Richmond County consolidated government
Georgia	Chatham County
Georgia	Cherokee County
Georgia	Clayton County
Georgia	Cobb County
Georgia	DeKalb County
Georgia	Forsyth County
Georgia	Fulton County
Georgia	Gwinnett County
Georgia	Hall County
Georgia	Henry County
Hawaii	Hawaii County
Hawaii	Honolulu County
Idaho	Ada County
Idaho	Boise City city
Idaho	Canyon County
Illinois	Champaign County
Illinois	Chicago city
Illinois	Cook County
Illinois	DuPage County
Illinois	Kane County

State	Unit of local government with population that exceeds 200,000
Illinois	Lake County
Illinois	Madison County
Illinois	McHenry County
Illinois	St. Clair County
Illinois	Will County
Illinois	Winnebago County
Indiana	Allen County
Indiana	Elkhart County
Indiana	Fort Wayne city
Indiana	Hamilton County
Indiana	Indianapolis city/Marion County
Indiana	Lake County
Indiana	St. Joseph County
Iowa	Des Moines city
Iowa	Linn County
Iowa	Polk County
Kansas	Johnson County
Kansas	Sedgwick County
Kansas	Wichita city
Kentucky	Lexington-Fayette urban county
Kentucky	Louisville/Jefferson County metro government
Louisiana	Baton Rouge city
Louisiana	Caddo Parish
Louisiana	Calcasieu Parish
Louisiana	East Baton Rouge Parish
Louisiana	Jefferson Parish
Louisiana	Lafayette Parish
Louisiana	New Orleans city
Louisiana	St. Tammany Parish
Maine	Cumberland County
Maine	York County
Maryland	Anne Arundel County
Maryland	Baltimore County
Maryland	Baltimore city
Maryland	Frederick County
Maryland	Harford County
Maryland	Howard County
Maryland	Montgomery County
Maryland	Prince George's County
Massachusetts	Barnstable County
Massachusetts	Boston city
Massachusetts	Bristol County

State	Unit of local government with population that exceeds 200,000
Massachusetts	Norfolk County
Massachusetts	Plymouth County
Michigan	Detroit city
Michigan	Genesee County
Michigan	Grand Rapids city
Michigan	Ingham County
Michigan	Kalamazoo County
Michigan	Kent County
Michigan	Macomb County
Michigan	Oakland County
Michigan	Ottawa County
Michigan	Washtenaw County
Michigan	Wayne County
Minnesota	Anoka County
Minnesota	Dakota County
Minnesota	Hennepin County
Minnesota	Minneapolis city
Minnesota	Ramsey County
Minnesota	St. Paul city
Minnesota	Washington County
Mississippi	Harrison County
Mississippi	Hinds County
Missouri	Clay County
Missouri	Greene County
Missouri	Jackson County
Missouri	Jefferson County
Missouri	Kansas City city
Missouri	St. Charles County
Missouri	St. Louis County
Missouri	St. Louis city
Nebraska	Douglas County
Nebraska	Lancaster County
Nebraska	Lincoln city
Nebraska	Omaha city
Nevada	Clark County
Nevada	Henderson city
Nevada	Las Vegas city
Nevada	North Las Vegas city
Nevada	Reno city
Nevada	Washoe County
New Hampshire	Hillsborough County
New Hampshire	Rockingham County

State	Unit of local government with population that exceeds 200,000
New Jersey	Atlantic County
New Jersey	Bergen County
New Jersey	Burlington County
New Jersey	Camden County
New Jersey	Essex County
New Jersey	Gloucester County
New Jersey	Hudson County
New Jersey	Jersey City city
New Jersey	Mercer County
New Jersey	Middlesex County
New Jersey	Monmouth County
New Jersey	Morris County
New Jersey	Newark city
New Jersey	Ocean County
New Jersey	Passaic County
New Jersey	Somerset County
New Jersey	Union County
New Mexico	Albuquerque city
New Mexico	Bernalillo County
New Mexico	Dofia Ana County
New York	Albany County
New York	Babylon town
New York	Brookhaven town
New York	Buffalo city
New York	Dutchess County
New York	Erie County
New York	Hempstead town
New York	Huntington town
New York	Islip town
New York	Monroe County
New York	Nassau County
New York	New York city
New York	Niagara County
New York	North Hempstead town
New York	Oneida County
New York	Onondaga County
New York	Orange County
New York	Oyster Bay town
New York	Rochester city
New York	Rockland County
New York	Saratoga County
New York	Suffolk County

State	Unit of local government with population that exceeds 200,000
New York	Westchester County
New York	Yonkers city
North Carolina	Buncombe County
North Carolina	Cabarrus County
North Carolina	Charlotte city
North Carolina	Cumberland County
North Carolina	Durham County
North Carolina	Durham city
North Carolina	Fayetteville city
North Carolina	Forsyth County
North Carolina	Gaston County
North Carolina	Greensboro city
North Carolina	Guilford County
North Carolina	Johnston County
North Carolina	Mecklenburg County
North Carolina	New Hanover County
North Carolina	Raleigh city
North Carolina	Union County
North Carolina	Wake County
North Carolina	Winston-Salem city
Ohio	Butler County
Ohio	Cincinnati city
Ohio	Clermont County
Ohio	Cleveland city
Ohio	Columbus city
Ohio	Cuyahoga County
Ohio	Delaware County
Ohio	Franklin County
Ohio	Hamilton County
Ohio	Lake County
Ohio	Lorain County
Ohio	Lucas County
Ohio	Mahoning County
Ohio	Montgomery County
Ohio	Stark County
Ohio	Summit County
Ohio	Toledo city
Ohio	Warren County
Oklahoma	Cleveland County
Oklahoma	Oklahoma City city
Oklahoma	Oklahoma County
Oklahoma	Tulsa County

State	Unit of local government with population that exceeds 200,000
Oklahoma	Tulsa city
Oregon	Clackamas County
Oregon	Jackson County
Oregon	Lane County
Oregon	Marion County
Oregon	Multnomah County
Oregon	Portland city
Oregon	Washington County
Pennsylvania	Allegheny County
Pennsylvania	Berks County
Pennsylvania	Bucks County
Pennsylvania	Chester County
Pennsylvania	Cumberland County
Pennsylvania	Dauphin County
Pennsylvania	Delaware County
Pennsylvania	Erie County
Pennsylvania	Lackawanna County
Pennsylvania	Lancaster County
Pennsylvania	Lehigh County
Pennsylvania	Luzerne County
Pennsylvania	Montgomery County
Pennsylvania	Northampton County
Pennsylvania	Philadelphia city
Pennsylvania	Pittsburgh city
Pennsylvania	Washington County
Pennsylvania	Westmoreland County
Pennsylvania	York County
South Carolina	Anderson County
South Carolina	Berkeley County
South Carolina	Charleston County
South Carolina	Greenville County
South Carolina	Horry County
South Carolina	Lexington County
South Carolina	Richland County
South Carolina	Spartanburg County
South Carolina	York County
Tennessee	Hamilton County
Tennessee	Knox County
Tennessee	Memphis city
Tennessee	Montgomery County
Tennessee	Nashville-Davidson metropolitan government
Tennessee	Rutherford County

State	Unit of local government with population that exceeds 200,000
Tennessee	Shelby County
Tennessee	Williamson County
Texas	Arlington city
Texas	Austin city
Texas	Bell County
Texas	Bexar County
Texas	Brazoria County
Texas	Brazos County
Texas	Cameron County
Texas	Collin County
Texas	Corpus Christi city
Texas	Dallas County
Texas	Dallas city
Texas	Denton County
Texas	El Paso County
Texas	El Paso city
Texas	Fort Bend County
Texas	Fort Worth city
Texas	Frisco city
Texas	Galveston County
Texas	Garland city
Texas	Harris County
Texas	Hays County
Texas	Hidalgo County
Texas	Houston city
Texas	Irving city
Texas	Jefferson County
Texas	Laredo city
Texas	Lubbock County
Texas	Lubbock city
Texas	McLennan County
Texas	Montgomery County
Texas	Nueces County
Texas	Plano city
Texas	San Antonio city
Texas	Smith County
Texas	Tarrant County
Texas	Travis County
Texas	Webb County
Texas	Williamson County
Utah	Davis County
Utah	Salt Lake City city

State	Unit of local government with population that exceeds 200,000
Utah	Salt Lake County
Utah	Utah County
Utah	Weber County
Virginia	Arlington County
Virginia	Chesapeake city
Virginia	Chesterfield County
Virginia	Fairfax County
Virginia	Henrico County
Virginia	Loudoun County
Virginia	Norfolk city
Virginia	Prince William County
Virginia	Richmond city
Virginia	Virginia Beach city
Washington	Benton County
Washington	Clark County
Washington	King County
Washington	Kitsap County
Washington	Pierce County
Washington	Seattle city
Washington	Snohomish County
Washington	Spokane County
Washington	Spokane city
Washington	Tacoma city
Washington	Thurston County
Washington	Whatcom County
Washington	Yakima County
Wisconsin	Brown County
Wisconsin	Dane County
Wisconsin	Madison city
Wisconsin	Milwaukee County
Wisconsin	Milwaukee city
Wisconsin	Waukesha County