

County of Albany

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



Meeting Agenda

Tuesday, August 24, 2021

5:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room, 1st Floor**

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES AND SAFETY NET RECIPIENTS
3. AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS
4. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET
5. AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT TRAINING
6. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE ALBANY COUNTY PROBATION DEPARTMENT
7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM
8. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES

County of Albany

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



Meeting Minutes

Tuesday, July 27, 2021

5:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Social Services Committee

PREVIOUS BUSINESS:

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

Excused: Nathan L. Bruschi

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AUTHORIZING AGREEMENTS REGARDING THE 2021 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET**

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

3. AUTHORIZING AGREEMENTS WITH VARIOUS AGENCIES REGARDING THE FACILITATION OF SERVICES ASSOCIATED WITH THE FAMILY FIRST PREVENTION SERVICES ACT

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

4. AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: SAFE SUMMER 2021

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 CARES, INC. REGARDING REIMBURSEMENT FOR HOMELESS SHELTER SERVICES DURING INCLEMENT WINTER WEATHER

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

6. AUTHORIZING AN AGREEMENT WITH CARES, INC. REGARDING REIMBURSEMENT FOR EMERGENCY HOMELESS SHELTER SERVICES FOR COVID INFECTED OR QUARANTINED HOMELESS INDIVIDUALS AND FAMILIES

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

August 5, 2021

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

Dear Chairman Joyce,

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Public Assistance as required by federal and state law. Altamont will provide assessment and employment readiness services and facilitate access to employment with the goal of increasing self-sufficiency.

The Altamont Program, Inc. will develop an Individual Employment Plan and provide an array of technical, educational and vocational support services according to the needs of enrollees. The Plan will include pre-employment job readiness strategies and job skills training to keep individuals engaged in all aspects of the program and to keep the drop-out rate to a minimum. The provider will also offer intensive case management and linkage services and follow-up with participants 6 months after exiting from Public Assistance.

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-2621, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 7/21/2021
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):

The Altamont Program, Inc.
428 Duane Avenue
Schenectady, New York 12304

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$529,700

Scope of Services: The Altamont Program will provide assessment, support, tools and training to facilitate work readiness for recipients of Temporary Assistance and Supplemental Nutrition Assistance Program (SNAP) Able Bodied Adult Without Dependents (ABAWD) clients. The provider will increase clients' readiness for, and access to, employment that will lead to self-sufficiency.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6010 04615

Revenue Amount: \$501,700

Appropriation Account and Line: AA6010 44052

Appropriation Amount: \$529,700

Source of Funding - (Percentages)

Federal: 95%

State:

County: 5%

Local:

Term

Term: (Start and end date) 1/1/2022 - 12/31/2022

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 282

Date of Adoption: 9/14/2020

Justification:

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance to achieve the most efficient and effective means of facilitating a transition to the workforce for persons receiving Temporary Assistance enhancing self-sufficiency. ACDSS has adopted a Work First/Labor Force attachment approach utilizing three steps:

1. Preparation for employment;
2. Employment, retention and re-employment
3. Skills upgrade for income enhancement and better employment opportunities

The Altamont Program provides in-program retention services from the first day the individual is enrolled. Strategies are developed to keep individuals active in all aspects, at all points, in the program. Specific efforts are made to keep the dropout rate to a minimum. The Altamont Program provides intensive case management and linkage through:

- Preparation for employment beginning with orientation to employment requirements
- Individual assessments and the development of an Individual Employment Plan (IEP) with short and long term goals, reassessment and update of the IEP as necessary
- Pre-employment job readiness and job skills training including employment preparedness skills
- Resume preparation
- Job searching skills

- Referral to cooperating programs and services; act as a single point of referral and linkage to appropriate community resources for specified services including, but not limited to: essential expertise and resources
 - vocational rehabilitation services
 - employment services
 - educational and training services
 - job development work experience and community service development/placement
- Employment, retention and re-employment (understanding the correlation between employment, budgeting, asset development, credit/banking and self-sufficiency): Accessing tax credits Job placement to facilitate achievement if the maximum degree of self-sufficiency through work appropriate to an individual's skill levels that will secure them full-time employment with a focus on a career or employment ladder Retention services for 6 months post TA closing aimed at increasing an individual's economic stability maximizing available resources
 - Providing an outreach packet on transitional services available designed to improve an individual's prospect of long term self-sufficiency and economic independence by developing skills and resources that support an individual to prevent a return to public assistance
- Skills upgrade for income enhancement and better employment opportunities include but not limited to: Maximize education and training to prepare an individual for the current job market Increase access to targeted training for jobs in high growth industries and Career Pathways programing Encourage participation in a 2 year or 4 year college degree program for individuals who participate in work activities for 20 hours per week and are able to maintain an appropriate GPA of C
 - Reassess and evaluate the underemployed for skills enhancement Linkage to Job Clubs and other mentoring resources

As a result of COVID-19, Altamont Program, Inc. has and will continue to work with our clients through phone and electronic contact, to track employment for those clients who have remained employed and who are moving toward Zoom and/or Google Meet Career Adult Life Skill classes, for those clients who have access to the technology. Additionally, the Altamont Program has been able to reach out to the Albany County community to explore and develop Work Experience Program (WEP) opportunities as well as volunteer opportunities that will benefit clients by offering the opportunities to acquire and enhance marketable employment skills in a true work setting once we are able to resume face-to-face interactions.

The Altamont Program was selected through a competitive bid for services under RFP #2017-094. This request is for year five of a five-year contract.

**COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
THE ALTAMONT PROGRAM, INC**

PURSUANT TO RESOLUTION NO. 282, ADOPTED 9/14/2020

This is an Agreement made by and between the County of Albany, a municipal corporation (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), with principal offices located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc., a corporation authorized to do business in the State of New York, located at 428 Duane Avenue, Schenectady, New York 12304 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County has heretofore requested proposals for the provision of comprehensive employment services for the Department, said request for proposals having been denominated RFP# 2017-094 and which is incorporated by reference into this Agreement and made a part hereof; and

WHEREAS, the Provider has heretofore submitted a proposal for services that will provide the necessary tools and resources to facilitate clients' readiness for, and access to, employment which will lead to self-sufficiency. The Provider will engage clients in appropriate programs that lead to employment and financial independence including and verifying engagement activities. These programs and engagement activities will include: orientation to employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in accordance with regulations, to recipients of Temporary Assistance, through a connection with our community.

WHEREAS, the County has accepted the proposal of the Provider to provide comprehensive employment services as the lowest responsible bidder; and

WHEREAS, the County has accepted the offer of the Provider to provide comprehensive employment services.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE PROVIDER

As part of this Agreement, the Provider shall provide all services set forth in their proposal and as more particularly described in Exhibits 1 and 2 of this Agreement attached hereto and made a part hereof.

ARTICLE II. GENERAL PROVISIONS

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

As part 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. 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. FAIR HEARINGS

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

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

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

ARTICLE VII. 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 VIII. SCHEDULE

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

ARTICLE IX. ACCOUNTING RECORDS AND AUDITS

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

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

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

ARTICLE X. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a quarterly basis for benchmarks achieved in accordance with the rates and maximums specified in the performance-based budget section of Exhibit 1, attached hereto and made a part hereof, but not to exceed a total amount of **FIVE HUNDRED TWENTY NINE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$529,700.00)**.

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

ARTICLE XI. NON-APPROPRIATIONS

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

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. 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.

ARTICLE XIV. 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 XV. CONFLICT OF INTEREST

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XIV. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 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 XX. TERMINATION OF AGREEMENT

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

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

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXV. INTERPRETATION

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

ARTICLE XXVI. 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 XXVII. 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 XXVIII. 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 XXIX. MODIFICATION

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

ARTICLE XXX. INVALID PROVISIONS

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, that determination shall not invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XXXI. 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.

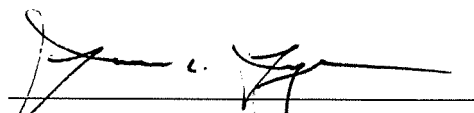
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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.

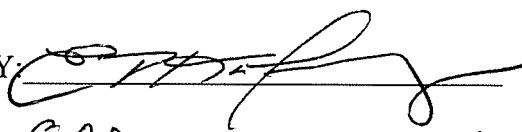
ALBANY COUNTY

DATE: 10/21/2020

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

ALTAMONT PROGRAM, INC

DATE: 9/28/2020

BY: 
 COO
 The Altamont Program, Inc.

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

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

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

On the 28th day of September, 2020 before me, the undersigned, personally appeared Earle P. Kelsey 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.

ERICA L. KELSEY
Notary Public, State of New York
No. 01KE6123696
Qualified in Albany County
Commission Expires March 14, 2021

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, ERASE/SE, do hereby affirm that during the term of Albany County's contract with THE AITAVU + PEGANUE, for the provision of Armed, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 9/28/2020

By: [Signature]
Signature

Chief Operating Officer
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).

The Atlanta Program Inc
Organization

[Signature]
Authorized Signature

COO
Title

9/28/20
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.

Therapeutic Treatment Program, Inc.
Organization

[Signature]
Authorized Signature

COO
Title

9/28/20
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

TANF/Safety Net Employment Services Contract

Contract Period: 1/1/21 – 12/31/21

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding: \$529,700.00

The Altamont Program is the single source provider of Employment Services for Albany County Department of Social Services (ACDSS). Altamont Program's employment services will be based out of The Schuyler Inn shelter allowing them to better assist families on Temporary Assistance (TA) by providing direct access to their program.

As a single source provider the Altamont Program will provide an efficient and effective transition to employment and self-sufficiency through a "campus" type model. Gaining employment has been shown to directly impact an individual's ability to obtain housing and vice versa having secure stable housing directly impacts the ability to maintain employment. Stable housing and employment are crucial for individuals to obtain self-sufficiency. The Altamont Program housing case management team will support and encourage employment as a way to obtain stable housing.

The Altamont Program will support and encourage employment through the following activities and services:

Orientation Plan/Approach (within 1 week of referral):

In addition to covering all the employment program requirements, the Altamont Program will focus on the benefits of employment and how this is a direct correlation to self-sufficiency. The Altamont Program will use a proven Intake Orientation model, which focuses on the importance of establishing a simulated work environment thus setting the foundation for preparedness for the workforce.

All clients will participate in a group Orientation conducted by the Altamont Program Senior Case Manager. This Orientation will consist of an introduction to the Altamont Program and the sequence of activities the client can expect as they are guided through the process of growth towards employment and self-sufficiency. In addition, the clients are introduced to the major welfare to work provisions of PRWORA that includes critical issues such as time limitations and compliance with work requirements that are mandatory. Orientation also includes the following information:

- How each client can most effectively benefit from the Altamont Program on their path to self-sufficiency;

- Rights and responsibilities of clients including, but not limited to the client's responsibility to cooperate in establishing paternity and enforcing child support obligation;
- Supportive services available through ACDSS and the obligations of the district to provide them;
- The assistance available upon request to help clients assigned to work activities obtain child care services;
- Education, employment and training opportunities available, including those that are at no cost to the client and the client's responsibilities associated with the repayment of student financial aid;
- Work activities available to each client;
- Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
- Information regarding the development of a self-sufficiency plan; the IEP.

Assessment/Pre-employment/Job-Readiness Plan/Approach:

The Altamont Program assessment process will occur on day one which will begin the road to employment and self-sufficiency. The assessment will address work histories, work skills, mobility, communication, motivation, short and long-term goals, hygiene and other activities of daily living that relate directly to work and the individuals ability to function effectively in a work environment. The intake assessment is the foundation for the development of an Individualized Employment Plan (IEP). Throughout the life of the TA case all IEP's and modifications will be developed in partnership with Altamont Program staff and the client and will be signed and dated by both parties. The IEP will include 4 components; goals, action steps, agreements, information/referral. The Altamont Program case managers will conduct a re-assessment meeting approximately 2 weeks after the initial assessment to further develop the IEP and assess progress to date and compliance thus far. During the re-assessment, the client's circumstances, strengths, limitations; disabilities as well identify needs to be met and services to be provided will be re-evaluated and additional services or issues that may prevent a client from succeeding will be identified so a plan towards self-sufficiency can be developed. Understanding that the IEP is a working document, the frequency of follow up assessment will be determined through routine monitoring by the Altamont Program case management team and will be based on the activities to which the client is assigned or the challenges the client may be facing. The IEP will be updated and modified as needed. Altamont Program's model of coach and counsel sessions will provide the support necessary to assist the client in staying on track with their goals.

For those clients who are referred to the Altamont Program and who are already engaged with another community agency at time of referral, the Altamont Program will review and take into consideration any case management, planning, IEP development and scheduling that may already be in place with the existing provider. The Altamont Program will work with the client to make any modifications to the IEP that will assist in moving towards self-sufficiency

Career Adult Life Skills (CALS) classes. The Altamont Program will offer Career Adult Life Skills classes to assist in addressing some of the barrier's that clients may face in securing employment. These classes provide an excellent opportunity for networking among the client's, opens conversations about barriers to employment and fosters activities such as mock interviewing. Altamont Program has found that by offering this class first thing in the day it not only provides a positive start and support - but propels client's motivation towards their day.

Sample CALS Topics include:

- Why Should I Change My Life?
- Perception Verses Reality
- Empowerment and Motivation
- Workplace Conflict
- Resume Preparation
- Dress and Attendance
- Mock Interviewing
- Child Care Back-Up Plans and Their Importance
- What an Employer is Looking for in a Good Employee
- Criminal History
- Workplace Drug Testing
- How to Address Gaps in Employment
- Soft Skills Training
- Financial Literacy

Individual case conferences will be scheduled as needed to discuss the particular needs of a client who may be struggling or requiring additional linkages throughout the Capital District.

Referral to Other Programs/Services Plan/Approach

The Altamont Program Community Service Case Navigator is an integral part of the team and is a direct resource for the case managers and clients providing education and linkages to community resources. Networking under this service model will increase communication amongst service providers and enable the client to focus on their success in a more coordinated effort.

The Altamont Program Community Service Navigator is responsible for the identification and connection of the clients to services and education opportunities available within the Capital District. Additionally, the Altamont Program Community Service Navigator will identify programs and services that may be available through other State and Federal funds

to augment programs and services provided by this contract. Referrals to community partnerships and resources will be made based on the individual's needs and obstacles to employment.

The Altamont Program Community Service Navigator will develop and expand upon the Altamont Program's resources and partnership pool within the community. The Altamont Program Community Service Navigator will establish a provider meeting facilitating an environment where Capital District providers, including Albany County Department of Social Services, can come together on a routine basis to share information and gain knowledge on services available in the Capital District. The Schuyler Inn is an excellent venue for these community meetings offering adequate meeting space and convenient parking. These meetings will provide an excellent opportunity for all service providers to understand what resources are available in the community, what might be lacking, and how best to address those concerns that may prevent clients from achieving self-sufficiency.

The Altamont Program will also work with this provider group to develop a comprehensive service provider manual identifying what is available in the community.

Job Search (6 weeks)

The Altamont Program will ensure that clients are conducting job search activities. Job search activities include linkage to the One Stop Employment Center, NYSDOL Job Bank/Development and registration in the Job Zone which is required of all job ready clients. Clients are required to conduct a minimum of 15 verified job contacts each week in an active effort to secure employment. All job search documentation will be reviewed by the client's case manager. Any Altamont Program center based job search activities implemented will be closely supervised.

Due to the changing workforce it has become increasingly apparent for the need for basic computer skills for efficient job searching and to navigate the on-line application process which is becoming the more expected process of employment application. The Altamont Program will provide a computer lab which will accommodate resume development, on line job searching and skills teaching which will improve a client's ability to directly apply for jobs on line in a more efficient manner.

Work Experience/Community Service (3-6 months)

For those clients who are unable to secure unsubsidized employment following supervised job search for at least six weeks the Altamont program, as a not-for-profit agency has the ability to provide work experience in areas of clerical, food service, hospitality, janitorial and maintenance. The Altamont Program will provide individuals with job experience in real-world employment settings as a transition step to permanent employment. The work experience through the Altamont Program provides clients with the opportunity to learn and practice both soft skills such as coming to work on time, following directions, interpersonal relationships, problem solving and job related skills. Clients also have the opportunity to learn and practice job skills in an environment in which they can make mistakes without losing their jobs. Furthermore, it encourages confidence, improves self-esteem, builds on their resume and increases their reference base. This work experience approach also provides Altamont Program staff an opportunity to observe clients in a real-world setting and identify issues that can interfere

with employment success. All placements and participation hours will be determined on mandatory requirements.

In addition to this work experience opportunity, The Altamont Program Community Service Navigator will also develop new work experience and employment partners with public/non-profit agencies. The Altamont Program will work closely with these public/non-profit agencies/providers to best assist the client in their success.

Education and Training Services

The Altamont Program must obtain prior approval from Albany County Department of Social Services for all educational and training services.

The Altamont Program has a long standing relationship with the Capital Region BOCES, and will have High School Equivalency (HSE) classes brought on-site at the Schuyler Inn. These classes allow a student to register, enroll, complete the Test of Adult Basic Education (TABE) and attend classes up to 6 hours per week by a BOCES certified teacher. Attendance reports will be provided following each class. Progress and testing results as administered by BOCES per their schedule are provided to Altamont Program's employment staff. Families who begin at the Schuyler Inn will have the ability to continue attending classes either on site or at another BOCES location following their transition to permanent housing.

Altamont Program will provide short-term training in the fields of Janitorial and Culinary. These trainings are supported by the following NYS Department of Labor Occupational Job Codes as "very favorable" for employment opportunities, Food Service/35-0000, Janitor/37-2011, and General Maintenance/49-9071.

These programs include the following training topics:

- Maintenance/Janitorial:
 - Cleaning Chemical Overview
 - Floor and Floor Care Equipment
 - Restroom Care and Sanitization
 - Carpet and Upholstery Care
 - Up to 40 hours of Practicum Experience
 - Separate Blood Borne Pathogen certification is also completed
- Food Service:
 - Food Service terms and definitions
 - Sanitation and Food Safety
 - Weights Measurements and Knife Skills
 - Demonstrations and Hands On Experience

- Up to 40 hours of Practicum Experience
- Separate Serve Safe certification is also completed

Clients will receive certificates of completion for the job training program they have successfully participated in.

Depending upon budgetary constraints, the Altamont Program will consider reintroducing short-term training in General Office Skills and Housekeeping as these are also listed as "very favorable" for employment opportunities according to the NYS Department of Labor.

Job Placement

The Altamont Program case managers will work individually with a client to provide encouragement and motivation to empower client he/she to achieve his/her own success. The Altamont Program will also have a Retention Specialist available to build relationships with employers to not only increase job retention but to develop additional job opportunities within the employers businesses.

Retention Services

The Altamont Program will provide up to 2 Retention Specialists to support and encourage client retention efforts including the provision of retention services for 6 months post Temporary Assistance closing due to income.

The Altamont Program Retention Specialist will meet with each client early to establish a relationship which not only extends to the IEP and employment but will also be the client's point of contact for issues or concerns that may affect his/her ability to maintain employment or gain re-employment if needed. The Altamont Program Retention Specialist will also reevaluate whether skills enhancement and/or job search activities should be required of clients.

Client engagement with the Retention Specialist is voluntary for those whose TA case has closed due to income. The Altamont Program will offer the flexible hours and ability to meet someone at their job site or at a mutually agreed upon community location, including evening and/or weekend hours, in order to try and engage clients in services and contacts. The Retention Specialist will be expected to work with the client to assist he/she in reaching their long term goals including; skills upgrades and income enhancement for opportunities for better employment.

The Altamont Program Retention Specialist will work closely with the Altamont Program Community Services Case Manager on services the client may need post-employment or at DSS case closing. The Altamont Program Retention Specialist will

also work closely with employers identifying areas of success, skills upgrades or where business growth is needed. The information compiled from the employers should be used to further enhance the Altamont Program Career Adult Life Skills (CALS) classes and community partnerships.

Case Management Plan/Approach

Clients who are primarily engaged with the Altamont Program, will be monitored on a daily basis for progress and attendance and IEP's will be adjusted as needed. For clients engaged with other providers within the Capital District, the Altamont Program case managers will have regular contact with providers to monitor client's progress and attendance. The Altamont Program case managers will conduct on-site visits to develop relationships, problem solve when needed and/or address crisis intervention needs. The Altamont Program, as lead agency, will be proactive in ensuring all clients are moving forward with their IEP.

Monitoring and Reporting

The Altamont Program will regularly monitor all clients, regardless of whether they are engaged with the Altamont Program or with other Capital District providers. Resistant behaviors of clients will be monitored through the Altamont Program's coach and counseling sessions. These sessions may include other providers working with the client who may be struggling in their ability to follow through on the agreed upon IEP. If necessary, the team will determine whether modifications should be made to the IEP.

The Altamont Program will make every attempt to reintegrate a non-compliant individual into program immediately. If unable to reintegrate an individual, all no show and non-compliance notification will be provided to the ACDSS Employment Unit Contract Manager within 48 hours.

The Altamont Program will establish a computerized database to document, track and report all employment related activities for all clients. In addition to this data base, information will be retained on paper in case files for clients. The Altamont Program agrees to have the reporting database approved by ACDSS so that all reports requested by ACDSS can be produced and in the format desired,

The Altamont Program agrees to electronically submit daily attendance reports along with weekly evaluations of the client's progress to the ACDSS Employment Unit Contract Manager. All attendance and/or data from the various agencies that clients are involved with will be compiled into a single document to be provided to ACDSS, The Altamont Program will record all information on a DSS approved time sheet form and provide all information timely to the ACDSS Employment Unit Contract Manager. These reports will be entered into the Welfare to Work Caseload Management System (WTWCMS) so participation rates can be generated.

In order to measure success and monitor job placement and retention, the Altamont Program will analyze the data collected on clients, especially following program completion and will discuss with ACDSS any modifications to program efforts to better assist clients in achieving self-sufficiency.

EXHIBIT 2
Payment Schedule

ALTAMONT PROGRAM, INC. TOTAL CONTRACT - \$529,700

TANF: \$501,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding Available: \$529,700.00

Reimbursement under this contract will be made based on the following payment schedule:

\$129,925 per quarter will be paid to the provider, Altamont Program, for a maximum of four (4) quarters, not to exceed the maximum funding amount for the contract period of \$529,700, for an acceptable level of compliance for all quarterly standard performance levels as specified in this Exhibit. A quarterly review will be conducted by the Albany County Department of Social Services Employment Unit, after the end of each applicable quarter, to determine if Altamont Program has reached an acceptable level of compliance for the quarter.

It is the expectation that Altamont Program will engage all clients in countable employment activities on their path towards economic self-sufficiency. No client can be claimed in multiple quarterly standard performance levels in any given quarter.

Payment will be made upon approval by designated ACDSS staff for the number of achieved standard performance levels, as defined in this Exhibit. If ACDSS determines that the provider has not met the acceptable quarterly standard performance level for a particular activity during a quarter, the applicable percentage set forth herein for that quarterly standard performance level will be withheld and the amount paid to Altamont Program for the quarter will be reduced accordingly. ACDSS may completely waive the reduction for a particular unmet quarterly standard performance level based upon a written request submitted by Altamont Program demonstrating that such a failure was due to extraordinary or unforeseen circumstances. ACDSS shall notify Altamont Program in writing of the Agency's approval of any such request, or shall notify the disapproval of any such waiver and delineate the reasons for such disapproval.

Performance Standards

Quarterly Standard Performance Level 1 – Engagement in high school or equivalent, or basic and remedial education consistent with employment goals contained in an Individual Employment Plan (IEP).

Ten (10) clients shall be engaged in high school education or education designed to prepare the client for high school equivalency certificate, including alternative high school and High School Equivalency (HSE) courses. Each client must be concurrently engaged in a countable core activity as outlined in Exhibit 3 for a minimum of 20 hours weekly to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in high school or equivalent, or basic and remedial education for a minimum of 5

consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 1 – **Ten (10) clients** are engaged in high school or equivalent, or basic and remedial education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 2 – *Engagement in vocational education consistent with employment goals contained in an IEP*

Five (5) clients shall be engaged in organized educational programs offering a sequence of courses that are directly related to the preparation of individuals for employment in current or emerging occupations that require training of up to four years of post-secondary education or the part-time equivalent. All actual hours are fully countable but only for 12 months lifetime. Participation beyond this limit must be in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 5 adults in vocational education for a minimum of 5 consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 when applicable. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 2 – **Five (5) clients** are engaged in vocational education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 3 – *Engagement in work experience consistent with employment goals contained in an IEP.*

Clients who have been unsuccessful in securing full-time employment after having completed a supervised six week job search will benefit from opportunities to acquire and enhance marketable employment skills. **Ten (10) clients** shall be engaged in a work activity in which they perform unpaid work in the public or not-for-profit sector to improve employability of the client, including unpaid internships. The monthly work experience hours will be determined on a case by case basis by the Employment Unit. Work experience hours will be balanced by and in concurrence with a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in work experience for a minimum of 5 consecutive weeks in the quarter. Altamont Program will follow each individual through their engagement with the work experience goal to ensure attendance and progress in concurrence with a balance of a countable core activity as

outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 3 – ***Ten (10) clients*** are engaged in work experience consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 4 – *Job placement in unsubsidized employment (employment does not have to result in TA closing) consistent with employment goals contained in an IEP.*

Employment is the primary path to self-sufficiency with clients. Facilitating clients from Temporary Assistance to the work force and, therefore to self-supporting lifestyles is a progression for each individual. ***Five (5) clients*** shall be engaged in full-time employment (30 or more) hours per week with a focus on a career or employment ladder.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and facilitate 5 adults in full-time employment (30 or more hours per week) with a focus on a career or employment ladder for a minimum of 5 consecutive weeks in the quarter. A career or employment ladder must be substantiated by the employer. Altamont Program will follow each individual through their engagement with the employment goal to ensure attendance and capability. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter's Quarterly Standard Performance Level 4 – ***Five (5) clients*** are in engaged in job placement in unsubsidized employment consistent with employment goals contained in an IEP is not met, 2.5 % of the quarterly contract amount will be withheld.

Post TA Closing Incentive: \$10,000

Altamont Program will secure job and wage information each month for each client with a TA case closing for 120 continuous days due to earned income. Upon submission and verification of this secure job and wage information, ACDSS will provide Altamont Program with a flat \$200.

EXHIBIT 3

POLICY AND PROCEDURE

- 1) Provider will engage all clients in countable employment activities on their path towards economic self-sufficiency.
- 2) Provider will provide countable pre-employment services and activities leading to full time employment (unsubsidized and/or subsidized public or private employment) for up to 40 hours per week.

Core Activities up to 40 hours per week

- Work experience
 - Job readiness/ job skills training
 - Supervised job search (combination of directed and self-directed)
- 3) Provider will make every effort to place clients into an equivalent of full time employment.
 - 4) Provider shall develop, maintain and monitor work experience sites where clients who are in need of work experience and/or who do not find paid employment are placed.
 - 4) Provider will provide the Employment Unit with preferred dates and times for intake appointments.
 - 5) The Employment Unit will provide the Provider referral letters with the name, time and date of the intake appointment for each individual requiring employment related services.
 - 6) Each individual's enrollment status or failure to attend shall be reported by the Provider within two business days of the intake date to the appropriate Employment Unit contact via the CMS Referral feedback form.
 - 7) Provider will maintain a computerized data base to track participation in all employment related activities. In addition to this data base, a written case file containing comprehensive information for each client will be retained.
 - 8) Provider will provide ACDSS with any requested reporting will be provided as requested by ACDSS.
 - 9) Provider is responsible to submit monthly attendance records for each client documenting the appropriate daily activity including, but not limited to absences and/or as may be required due to changes in the client's status. Each time sheet must be signed and dated by the client and the Provider.

- 10) Signed and dated monthly attendance records must be submitted to the Employment Unit Contract Manager by the close of business on the 6th day of the succeeding month (when the 6th falls on a weekend, the close of business is set as the last work day prior to the 6th) and/or as may be required due to changes in the client's status.
- 11) ACDSS will provide training on the WTW/CMS system to the Provider so Provider has the ability, if requested by ACDSS, to enter countable hours into the WTW/CMS system prior to the 6th day of the month following the month countable hours were performed.
- 12) For billing purposes, Provider will submit all billing documents electronically to the Employment Unit Contract Manager no later than the 15th of the month following the billing quarter. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.
- 13) If completion of the billing documents occurs on or after the 25th of the month following the billing quarter, an extension may be granted at the discretion of the Employment Unit Contract Manager. All requests for extension must be submitted in writing to the Employment Unit Contract Manager prior to the end of the billing cycle in which the completion of the billing documents occurs.
- 14) Provider agrees to provide employment related services to each client for the entire year of the contract.
- 15) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer programming during the contract year.
- 16) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager.
- 17) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.
- 18) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2021 through December 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



ALTAPRO-01

MMEL 42

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverage, Inc. PO Box 5060 Saratoga Springs, NY 12866	CONTACT NAME: Monica Mello	
	PHONE (A/C, No, Ext): (518) 602-2024	FAX (A/C, No): (518) 602-0236
	E-MAIL ADDRESS: mmello@commercialcoverage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Co	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Altamont Program Inc
428 Duane Ave
Schenectady, NY 12304

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2134891	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2134891	5/17/2020	5/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB722939	5/17/2020	5/17/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			PHPK2134891	5/17/2020	5/17/2021	BLKT BPP \$ 1,735,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Albany County Department of Social Services is added as additional insured if required by written contract per endorsement PI-GLD-HS NY.

CERTIFICATE HOLDER

CANCELLATION

Albany County Department of Social Services
Vocational Services
162 Washington Ave 3rd Floor
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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141708881
COMMERCIAL COVERAGE INC
PO BOX 5060
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER THE ALTAMONT PROGRAM INC 428 DUANE AVE SCHENECTADY NY 123042627		CERTIFICATE HOLDER ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	
POLICY NUMBER A1400 994-8	CERTIFICATE NUMBER 256536	POLICY PERIOD 10/25/2019 TO 10/25/2020	DATE 6/1/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1400 994-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 113434534



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

August 4, 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:

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary.

Department procedures require recipients to contact both providers to obtain the lowest quote for their moving and/or storage services. DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

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-2623, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 7/22/2021
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.: 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):

Don's Moving & Storage

897 Broadway

Albany, NY

Additional Parties (Names/addresses):

Liedkie Moving & Storage

2696 Curry Rd

Schenectady, NY

Amount/Raise Schedule/Fee: \$150,000

Scope of Services: Moving and storage services for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary.

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 352.6

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

Revenue Account and Line: AA6109 04609, AA6140 03640, AA6142 03642

Revenue Amount: \$58,585.00, \$12,507.00, \$24,144.00

Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046

Appropriation Amount: \$58,585.00, \$43,127.00, \$48,288.00

Source of Funding - (Percentages)

Federal: 39%

State: 24%

County: 37%

Local:

Term

Term: (Start and end date) 1/1/2022-12/31/2022

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: 281

Date of Adoption: 9/14/2020

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary. Department procedures require recipients to contact both vendors to obtain the lowest quote for their moving and/or storage services.

Local Social Services districts (DSS) are required to provide for payment of moving services on behalf of a temporary assistance recipient when the client demonstrates the need and the relocation falls into any of the following categories:

(1) The move is to a less expensive rental property and the amount paid for a security deposit and moving expenses is less than the amount of a two-year difference in rentals; or

(2) The move is necessitated by one of the following criteria:

a) The need to move results from a disaster/catastrophe and/or a vacate order placed against the premises by a health agency or code enforcement agency;

b) The move is necessitated by a serious medical or physical handicap condition. Such need must be verified by specific medical diagnosis;

c) The individual or family is rendered homeless as a result of having been put out by another occupant with whom

they were sharing accommodations;

- d) The move is from temporary to permanent housing;
- e) The move is from permanent housing to temporary housing whenever necessary due to the unavailability of permanent housing;
- f) Move is from one temporary accommodation to another temporary accommodation whenever necessary due to the unavailability of permanent housing;
- g) The move is from an approved relocation site or to an approved cooperative apartment; or
- h) There is a living situation which adversely affects the mental or physical health of the individual or family, and the need for alternate housing is urgent, and not issuing a security deposit, moving expenses and/or brokers' or finders' fees would prove detrimental to the health, safety and well-being of the individual or family.

DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

For the period 7/1/20 - 6/30/21 18 family and/or individuals were served for Moving and/or Storage services.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
LIEDKIE MOVING AND STORAGE. INC.**

PURSUANT TO RESOLUTION NO. 281, ADOPTED 9/14/2020

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 Liedkie Moving and Storage, Inc., located at 2696 Curry Rd Schenectady, New York 12203 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County, acting through the Department, pursuant to Section 352.2 of the Social Services Law, is responsible for providing moving and storage of household goods including furniture and personal belongings to residents in receipt of Temporary Assistance under eligible conditions; and

WHEREAS, the County has heretofore requested moving and storage services for the Albany County Department of Social Services, and

WHEREAS, the Provider has heretofore submitted a proposal for moving and storage services; and

WHEREAS, the County has accepted the proposal of the Provider to provide the aforementioned services.

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Moving services are services to move household items for a recipient of Temporary Assistance (hereinafter referred to as "Customer") whom the Department has determined to be eligible to receive said services.

Storage services are services to temporarily store household items for a Customer whom the Department has determined to be eligible to receive such services.

The Provider will bill the Department as detailed in Exhibit 1 of this Agreement, at rates equal to or less than the Provider's Proposal Package, which are incorporated by reference and made a part of this Agreement:

ARTICLE II. TERM OF CONTRACT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 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 III. ACCOUNTING RECORDS

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

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

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

ARTICLE IV. ASSIGNMENTS

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

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 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. 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 VII. RELATIONSHIP

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

ARTICLE VIII. 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 IX. 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. 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.

ARTICLE X. REMEDY FOR BREACH

In the event of a breach by the Provider, the Provider shall pay 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.

ARTICLE XI. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XII. 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 XIII. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XIV. 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 XV. INTERPRETATION

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

ARTICLE XVI. 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 XVII. 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 XVIII. GOVERNING LAWS

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

ARTICLE XIX. 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 XX. MODIFICATION

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

ARTICLE XXI. 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 XXII. 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 XXIII. ADDITIONAL ASSURANCES

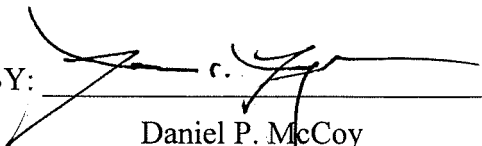
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

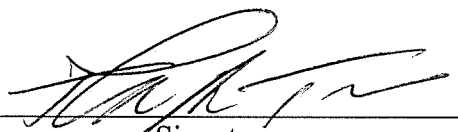
DATE: 12/8/2020

BY: 

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

**LIEDKIE MOVING
AND STORAGE, INC.**

DATE: 11/24/20

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 24th day of December, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the 24th day of November, 2020, before me, the undersigned, personally appeared Thomas Tama 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.

JENNIFER S. B. RUDOLPH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RU6347775
Qualified in Schenectady County
Commission Expires 09/12/2024

NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting 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

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).

Liedke Moving & Storage, Inc.

2696 Curry Road

Schenectady, NY 12303-9028

Organization

Authorized Signature

Title

Date

SCHEDULE C

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.

Liedke Moving & Storage, Inc.

2696 Curry Road

Schenectady, NY 12303-8928

Organization

Authorized Signature

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

Rate for Service/Fiscal Reporting

I. Rate for Service

The County will reimburse the Provider for services rendered at the rate **equal to or less than** those presented in the provider's proposal Package.

- a. A voucher, signed by a Department agent authorizing amounts and specific household items to be moved and/or stored and/or delivered to a household individual. Upon receipt of the authorized voucher and after delivery and/or storage, the household member whose name appears on the authorized voucher would sign it.
- b. Move/Storage of essential household item rates were established in response to the request for purchasing as follows:

Moving Cost at hourly rate:

Hourly Rate	\$96	(3 hour minimum)	2 workers
Additional Help	\$30	per hour	1 additional worker if needed

Moving Cost at flat rate:

# of Household Members	Amount of Boxes (maximum)	# of Bedrooms	Flat Rate
1	10	1	288
2	15	2	384
3	20	3	504
4	25	4	786
5	30	5	882
6+	35	6+	1,008
Flat rate charge includes moves within a 25 mile radius			

Storage Cost:

Overnight storage	\$150 a day	storage on a truck	26-28 foot
Short Term Storage	\$1.44 per day	per pod	5'x7'x7'
Medium Term Storage	\$9 per week	per pod	5'x7'x7'
Long Term Storage	\$36 per Month	per pod	5'x7'x7'

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

II. Billing and Reimbursement

The County will reimburse the Provider for the moving and storage of items authorized and provided to an eligible person(s) as follows:

- a. A Department representative will authorize a signed voucher to the Customer, who will in turn give the voucher to the Provider. The voucher is an authorization to either move and/or store household listed items from a residential or to a storage facility. The Customer will sign the voucher once the purchase and delivery are complete. The Provider will then send the voucher, with Customer and Provider signatures, to the Department for request of payment.
- b. The County will reimburse the Provider who bills 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, in behalf of the Customer, will be made in compliance with current federal and State regulations.
- d. The Provider will be responsible for directly billing other local social services departments, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.
- e. No delivery substitutions may be made for an authorized voucher specified delivery. For example, an authorized voucher to relocate items from one residential address to another cannot be delivered to any other address then specified on the voucher.
- f. The Customer will list all items to be moved and/or stored to the Provider. The Provider will only move those items based on a rate agreed upon before authorization of a voucher will be given to the Customer.
- g. If not all items for move and/or storage are listed prior to the voucher approval, the Provider must return the voucher authorization to the Department and request approval for a new voucher at the rate that includes the additional items to be moved and/or stored.
- h. Provider is responsible to arrange and confirm appropriate date/time prior to approved move and/or storage with the Customer. County will not be liable for additional charges resulting from scheduling conflicts due to lack of communication between Provider and Customer.



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

August 4, 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:

The Albany County Department of Social Services (DSS) is requesting permission to accept a federal allocation from the NYS Office of Family and Child Services in the amount of \$79,245. These funds are being made available to provide DSS with resources related to our response during the Coronavirus Public Health Emergency. Funds will be used to enhance, improve, and expand DSS' Adult Protective Services (APS) investigation of allegations of abuse, neglect and exploitation in the context of COVID-19 as follows:

Improving and supporting remote work, by purchasing communication and technology hardware, software, and infrastructure materials; Conducting community outreach; Providing goods and services to Adult Protective Services clients related to COVID-19; Acquiring personal protection equipment and supplies and assisting Adult Protective Service clients with securing the least restrictive option for emergency or alternative housing, and obtaining, providing, or coordinating with care transitions as appropriate

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-2603, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (OCFS allocation)

Date: 7/15/2021
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.: See attached Budget Worksheet
Source of Funds: Federal allocation via NYS Office of Child and Family Services
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

New York State Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$79,245

Scope of Services: The NYS Office of Child and Family Services is passing through a federal grant in the amount of \$79,245 to the Albany County Department of Social Services to enhance their Adult Protective Services Divisions' ability to respond to COVID-19 via additional equipment, supplies and community outreach.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA6010.4610

Revenue Amount: \$79,245

Appropriation Account and Line: See attached Budget Worksheet

Appropriation Amount: \$79,245

Source of Funding - (Percentages)

Federal: 100%

State: .

County: .

Local: .

Term

Term: (Start and end date) April 1, 2021 - May 31, 2022

Length of Contract: 14 Months

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Albany County Department of Social Services (DSS) is requesting permission to accept a federal allocation from the NYS Office of Family and Child Services in the amount of \$79,245.00. These funds are being made available to provide DSS with resources related to our response during the Coronavirus Public Health Emergency. Funds will be used to enhance, improve, and expand DSS' Adult Protective Services (APS) investigation of allegations of abuse, neglect and exploitation in the context of COVID-19. DSS plans to utilize these funds as listed below:

- Improving and supporting remote work, by purchasing communication and technology hardware, software, and infrastructure materials (i.e. Laptops, printers and scanners in order for caseworkers to research information and complete case notes while in the field, use the computer camera to copy documents, take photos, participate in virtual meetings and use the laptops to work from home during pandemic, snow storms, other emergencies if needed).
- Conducting community outreach (i.e. supplying brochures and outreach materials for the program).
- Providing goods and services to Adult Protective Services clients related to COVID-19 (i.e. food is supplied when food pantries are not available and when client is without funds and/or medication purchased when client does not have funds. Additionally, emergency clothing will be available in three sizes).
- Acquiring personal protection equipment and supplies (i.e. masks, gloves, sanitizer, etc.)
- Assisting APS clients with securing the least restrictive option for emergency or alternative housing, and

obtaining, providing, or coordinating with care transitions as appropriate (i.e. Accessed when client is not eligible for shelter through temporary assistance possibly due to accessibility or sanction).



Office of Children and Family Services

Andrew M. Cuomo
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Local Commissioners Memorandum

Transmittal:	21-OCFS-LCM-14
To:	Local District Commissioners Directors of Services Adult Protective Supervisors
Issuing Division/Office:	Child Welfare and Community Services
Date:	June 8, 2021
Subject:	Administration for Community Living - Adult Protective Services Grant
Contact Person(s):	Shelly Aubertine-Fiebich Shelly.Aubertine-Fiebich@ocfs.ny.gov 518-402-1639
Attachments:	<i>Attachment A: District Allocation Amounts</i> <i>Attachment B: Attestation of Use of Administration for Community Living – Adult Protective Services Grant</i> <i>Attachment C: Request for Approval of Equipment Expenditure</i> <i>Attachment D: List of Tribes and County of Residence</i> <i>Attachment E: Annual Program Report Template and Instructions</i> <i>Attachment F: For U.S. Administration for Community Living Grants</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of federal funds through the Grants to Enhance Adult Protective Services to Respond to COVID-19 administered by the Administration for Community Living (ACL). The federal ACL has made available one-time funding in the amount of \$5,306,382 to New York State for use from April 1, 2021, through May 31, 2022. The New York State Office of Children and Family Services (OCFS) intends to use \$480,000 of the federal funding to enhance the Adult Protective Services (APS) database, known as ASAP.Net. This LCM provides information on each LDSS's allocation (Attachment A) from the remaining funds, how the funds can be used, and annual reporting and claiming requirements.

II. Background

These funds are being made available to states to provide APS with resources related to their response during the Coronavirus Public Health Emergency. The funding is intended

to enhance, improve, and expand the ability of APS to investigate allegations of abuse, neglect, and exploitation in the context of COVID-19. OCFS recently surveyed the districts to ascertain the current needs and services of vulnerable adults in their LDSS and of their staff. The survey identified the following needs and services: the need for additional/temporary staff, additional personal protection equipment, the use of tele-health services, and tangible services for clients, such as rental assistance, transportation, and food and meal delivery. This information was shared with ACL and was considered in their funding objectives.

III. Program Implications

LDSSs can only use the funds for the allowable expenditures noted below. LDSSs will be required to sign an attestation (Attachment B) indicating how they will use the funds in accordance with the allowable identified expenditures of the federal grant. LDSSs must also attest that they will not use their allocation to supplant any New York State (NYS) APS funds and that the funds will only be used to supplement existing state and LDSS APS resources. OCFS may reallocate any unspent funds from a LDSS to other LDSSs that have claims that exceed their allocations. Funds can be used from April 1, 2021, through May 31, 2022.

The funds may be used for the following purposes:

- Improving and supporting remote work, such as the purchase of communications and technology hardware, software, or infrastructure such as:
 - Laptops
 - Smartphones
 - Electronic tablets
 - Wi-Fi hotspots
 - Software to facilitate secure video conferencing and virtual meetings
- Establishing new or improving existing processes for responding to alleged scams and frauds, especially related to COVID-19 vaccine or cure scams.
- Costs associated with community outreach, including:
 - advertising, postage, and printing of brochures and similar educational materials
- Providing goods and services to APS clients related to COVID-19, including:
 - home care
 - food, personal hygiene, over the counter medications
- Acquiring personal protection equipment and supplies, including costs for and associated with COVID-19-related clean-up/sanitation services for an adult to return safely to their home environment
- Paying for extended hours/overtime for staff, hiring temporary staff, and associated personnel costs
 - This funding may be used to pay for bonuses or hazard pay for APS staff, provided that the expenditure is reasonable, allocable, and allowable. When implementing hazard pay or bonuses, a written policy and procedures should be followed. (See 45CFR75.430 for more information on compensation for personal services for federal Health and Human Services awards).
 - The funding through this opportunity must add to the LDSS's current funding levels and not be used to replace funding. This is a one-time funding, and there is no expectation that there will be additional, similar funds available in the future.

- LDSSs can use these funds to hire temporary staff through a contract with an agency that provides case aid services.
- Training (both remote and in-person) for current and new APS employees on conducting investigations, interviews, and documentation during COVID-19, including additional costs associated with advertising, recruiting, certifying, and providing continuing education.
- Paying for travel related to COVID-19.
- Assisting APS clients with securing the least restrictive option for emergency or alternative housing, and with obtaining, providing or coordinating with care transitions as appropriate; these funds can be used to assist an APS client in securing housing services with a Family Type Home for Adults or assisting an APS client who is residing in a Family Type Home for Adults for other COVID-19 services/needs.

Any prospective equipment purchases made at or more than \$5,000 must receive **prior** approval from OCFS and ACL per 45 CFR 75.320(a)(2). Equipment refers to tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Each district is required to forward to OCFS any proposed equipment purchase costing \$5,000 or more using Attachment C.

When submitting equipment purchase requests using Attachment C, the following information is required:

- Identification of and cost of purchase
- Purpose and intended use of the proposed purchase
- Market research completed (i.e. obtaining bids, assessment of lease vs. purchase)
- Efforts to adhere to “Buy American”

Once prior approval is received, districts should then follow their own procurement policies.

IV. Annual Reporting Requirements

LDSSs awarded funding will be expected to submit an annual programmatic report, which details how the funds were used in accordance with the federal requirements, and what challenges and successes they encountered in using the funds. A template and instructions are provided in Attachment E.

Additionally, LDSSs with Tribes residing within the LDSS must work collaboratively with the Tribes to provide support to those individuals age 60 or older who have an APS need and have been impacted by COVID-19. A list of the Tribes and the LDSS they reside in is listed in Attachment D.

Completed programmatic reports should be emailed to Shelly Aubertine-Fiebich at Shelly.Aubertine-Fiebich@ocfs.ny.gov by **July 7, 2021**.

V. Claiming Requirements

There is \$4,826,382 in federal funds for expenditures related to the implementation of the Grants to Enhance Adult Protective Services to Respond to COVID-19. Claims for these funds must be submitted as described below. These funds are to be used only to reimburse expenditures beginning April 1, 2021 and ending May 31, 2022, and accepted as final in the Automated Claiming System (ACS) by July 29, 2022.

Expenditures for the Adult Protective Services to Respond to COVID-19 project should be claimed through the RF17 claim package for special project claiming. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries and the LDSS-2347 Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program. After final accepting the RF2A claim package, the individual project costs are then reported under the project label Adult Protective COVID19 on the LDSS-4975A, RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B, Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs should be reported as object of expense 37 - Special Project Program Expense on the LDSS-923B, Summary-Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*.

Total project costs should be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*, as 100 percent federal share. For each LDSS, the expenditures reported for *Adult Protective COVID-19* will be reimbursed up to the amount of the district's allocation.

Further instructions for completing the time studies, Schedule D, and RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the *Fiscal Reference Manual (FRM)*, Volume 3. The FRM is available online at <http://otda.state.ny.net/bfdm/finance/>.

I. Contact Persons

Questions pertaining to the allocations may be directed to:

Shonna Clinton, Local Operations Manager, Bureau of Budget Management,
(518) 474-1361
Shonna.Clinton@ocfs.ny.gov

Any ACS claiming questions should be directed to the OTDA Bureau of Financial Services by email or telephone:

Lauren Horn (Regions I-V) at 518-474-7549
otda.sm.Field_Ops.I-IV@otda.ny.gov

Michael Simon (Regions VI) at 212-961-8250
Michael.Simon@otda.ny.gov

/s/ Lisa Gharthey Ogundimu

Issued by:

Name: Lisa Gharthey Ogundimu

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

/s/ Derek J. Holtzclaw

Issued by:

Name: Derek J. Holtzclaw

Title: Deputy Commissioner

Division/Office: Division of Administration

Attachment A
District Allocation Amounts

District	Allocation	District	Allocation
Albany	\$79,245	Ontario	\$19,640
Allegany	\$15,700	Orange	\$68,082
Broome	\$46,950	Orleans	\$5,611
Cattaraugus	\$8,566	Oswego	\$28,266
Cayuga	\$19,490	Otsego	\$16,356
Chautauqua	\$42,861	Putnam	\$23,221
Chemung	\$27,102	Rensselaer	\$48,592
Chenango	\$3,791	Rockland	\$64,620
Clinton	\$10,059	Saratoga	\$47,846
Columbia	\$20,714	Schenectady	\$30,236
Cortland	\$14,118	Schoharie	\$6,059
Delaware	\$37,847	Schuyler	\$11,611
Dutchess	\$61,605	Seneca	\$5,432
Erie	\$275,732	St. Lawrence	\$34,772
Essex	\$7,731	St. Regis	\$2,328
Franklin	\$10,327	Steuben	\$49,069
Fulton	\$20,416	Suffolk	\$125,330
Genesee	\$14,207	Sullivan	\$27,281
Greene	\$10,178	Tioga	\$14,416
Hamilton	\$1,522	Tompkins	\$24,236
Herkimer	\$21,938	Ulster	\$18,505
Jefferson	\$22,326	Warren	\$10,894
Lewis	\$4,835	Washington	\$15,580
Livingston	\$17,252	Wayne	\$6,537
Madison	\$9,462	Westchester	\$86,916
Monroe	\$130,613	Wyoming	\$5,880
Montgomery	\$11,491	Yates	\$2,597
Nassau	\$85,573		
Niagara	\$65,903	NYC	\$2,778,066
Oneida	\$32,026		
Onondaga	\$118,823	Statewide Total	\$4,826,382

Attachment B
Attestation of Use of Administration for Community Living
Adult Protective Services Grant

This is to certify that _____ department of social service will use the allocation of these funds authorized in the amount of \$_____ to enhance, improve, and expand the LDSS's Adult Protective Services ability to investigate allegations of abuse, neglect, and exploitation in the context of COVID-19, as indicated below. Additionally, we will work collaboratively with any Tribe residing within our district to implement this funding, as warranted.

Such funds will not be used to supplant any other state or local funds and the funds will only be used to supplement existing New York State and district APS resources. 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 – check all that apply:

- ☐ Improving and supporting remote work, such as purchasing of communications and technology hardware, software, or infrastructure (Equipment costing \$5,000 or more needs OCFS approval)
- ☐ Establishing new or improving existing processes for responding to alleged scams and frauds, especially related to COVID-19 vaccine or cure scams
- ☐ Conducting community outreach
- ☐ Providing goods and services to APS clients related to COVID-19
- ☐ Acquiring personal protection equipment and supplies
- ☐ Paying for extended hours/overtime for staff, hiring temporary staff, and associated personnel costs
- ☐ Training costs related to COVID-19
- ☐ Paying for travel related to or required by COVID-19
- ☐ Assisting APS clients with securing the least restrictive option for emergency or alternative housing, and with obtaining, providing, or coordinating with care transitions as appropriate

Name of person completing the form:

Date:

Name of commissioner:

Commissioner's signature

Date:

Email completed attestations to Shelly Aubertine-Fiebich at Shelly.Aubertine-Fiebich@ocfs.ny.gov **by July 7, 2021.**

Attachment C: Request for Approval of Equipment Expenditure Exceeding \$5,000

1. Please identify what you would like to purchase, and the cost of the purchase(s). Please provide an individual cost for each item.

2. What is the purpose and intended use of the purchase(s)?

3. Please describe any related market research that was done (i.e. obtaining bids, assessment of lease vs. purchase) for each requested purchase.

4. Please describe the efforts made to “Buy American”

Email equipment requests costing \$5,000 or more Shelly Aubertine-Fiebich at Shelly.Aubertine-Fiebich@ocfs.ny.gov

Attachment D: Tribes in New York State and County of Residence

Cayuga Nation of Indians – Seneca and Cayuga Counties

Oneida Indian Nation – Madison County

Onondaga Nation – Onondaga County

St. Regis Mohawk Tribe- Franklin County

Seneca Nation of Indians – Erie, Cattaraugus, and Chautauqua Counties

Tonawanda Band of Seneca – Genesee County

Tuscarora Nation – Niagara County

Unkechaug and Shinnecock Indian Nations – Suffolk County

ATTACHMENT E: Annual Program Report Template and Instructions

New York State ACL Grant Report REPORTING PERIOD:				
Name of Local District: Name and Title of Reporter:				
COVID-19 Strategy Selected:				
Overall Goal: List the intended goal of the selected strategies				
Objectives/Activities Updated MM/DD/YY List the specific strategy/activity implemented to meet the goal	APS Process Model Topic Select the corresponding Input/Resource and stage of the case process	Description of Accomplishments(Q1) List what was accomplished with implementing the strategy/activity List any significant partners and their role in the activity	Outputs (Q4) List services purchased, goods or staff acquired and total expenditure, List the number of APS clients who received the service or activity; List the number of those who were 60 yrs of age or older	Description of Impact (Q3) Describe the impact the activity has had on the goal Are there measurable outcomes that can be included to support the impact. Have risks been decreased, safety increased?
Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers that were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.				

Instructions:

LDSS must complete and submit an Annual Program Performance Report to OCFS using the attached Reporting Form.

Due Dates: OCFS must submit a statewide report to ACL by May 1, 2022, to meet that deadline **LDSS must submit the first annual report to OCFS no later than April 15, 2022. The final report must be submitted to OCFS no later than June 15, 2022.**

The follow charts provide examples regarding report completion, linking activities with stages in the APS process and definitions services.

New York State ACL Grant Report EXAMPLE REPORTING PERIOD: APRIL 1, 2021 – MARCH 31, 2022				
Example1: Overall Goal: Address increased need for client home care and reduce the need for higher level of care due to COVID-19 restrictions				
Objectives/Activities Updated MM/DD/YY List the specific strategy/activity implemented to meet the goal	APS Process Model Topic Select the corresponding Input/Resource and stage of the case process	Description of Accomplishments(Q1) List what was accomplished with implementing the strategy/activity List any significant partners and their role in the activity	Outputs (Q4) List services purchased, goods or staff acquired and total expenditure, List the number of APS clients who received the service or activity; List the number of those who were 60 yrs of age or older	Description of Impact (Q3) Describe the impact the activity has had on the goal Are there measurable outcomes that can be included to support the impact. Have risks been decreased, safety increased?
Developed new contract for home care services	Community/Interagency Partnerships for post-investigation services	Local government approved the new contract request, a request for proposals was developed, published and an award was determined. Specifications of the contract were finalized and signed with ACME Home Care Services.	Purchased contracted services for home care from ACME Home Care Services. Current contract expenditures for this reporting period are \$45,000. 15 clients have received this service, 10 of which are over the age of 60	For the 10 clients who were over the age of 60 the home care service allowed for them to continue to remain in their home and maintain a level of independence.
Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers that were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.				

Example 2: Overall Goal: Address increased need for safe temporary shelter for client				
Objectives/Activities Updated MM/DD/YY	APS Process Model Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact(Q3)
Develop new contract(s) for emergency shelter	Community and Interagency Partnerships	Local government approved several contractual agreements with local motels. Identification of three new emergency housing locations, spread out throughout the county, closer to shopping areas.	Current expenditures for emergency housing for this reporting period are \$30, 600. 12 clients have received this service, 8 of which are over the age of 60	Twelve clients were removed from unsafe and unsanitary conditions to locations near their current neighborhoods where they could continue to utilize the same shopping areas and maintain existing social and professional relationships while a long-term housing issues were addressed. Such placements allow for independence and dignity to remain intact.
Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers that were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.				
Example 3: Overall Goal: Address the increasing need to perform APS investigations and case work remotely				
Objectives/Activities Updated MM/DD/YY	APS Process Model Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Purchase laptops and cell phones for case workers	Create New/Enhance Existing Operational Supports	10 laptops with MiFi and 10 cell phones were purchased for 8 case workers and 2 supervisors	Current equipment and contract expenditures total \$20,000. The equipment has been used for 10 months on 40 APS investigations/cases. 30 of those cases involved clients age 60 or older.	Initial and follow up visits for all 40 cases were conducted and documented timely. Service availability is confirmed more expeditiously as this can be verified while in the field. Case notes are completed while in the field and are detailed, concise and timely.
Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers that were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.				

Mapping to the APS Process Model and Annual Report

The simplified map includes the sample activities ACL outlined in the Federal Register Notice.

Inputs/Resources	Intake	Investigation	Post-Investigation	Quality Assurance
APS Staff: • Training/Education • Personnel costs, including hazard pay • Travel for in-person investigations • Costs for PPE and supplies for in-person visits Community/Interagency Partnerships • Public Awareness and community outreach • Costs for and associated with establishing new, or improving existing, processes for responding to COVID-19 scams and frauds Consult Support Create New/Enhance Existing Operational Supports Purchase of equipment and associated technologies that will allow for secure remote work and enhance APS workers' ability to interview and investigate while they cannot physically visit during to COVID-19 crisis. Legal and ethical processes	Screening and Assessment Tools Case Planning Tools Create New/Enhance Existing Reporting Systems • Purchase of new, or improvements to existing, data systems and/or technology infrastructure related to REPORTING	Assessment Interviews Collecting Physical Evidence Consult Support Determinations and Services Recommendation s	Obtaining client agreement and Implementing Service Plan Referring clients to community partners or Services: • Purchasing Goods and Services • Purchase/provision of PPE for clients, and/or expenses for COVID- related clean-up/sanitation services • Paying for the least restrictive option for emergency or alternative housing Monitor Status of Victim and Services	Documentation of investigation/services • Purchase of new, or improvements to existing, data systems and/or technology infrastructure related to case management Expand Data Capacity Customer Satisfaction Quality Assurance Review

The following table contains existing service categories and definitions for a range of home- and community-based services. This list is provided to assist in tracking and reporting goods and services purchased/obtained for APS clients being served by COVID-19 related funding. Grantees are encouraged to use this table to facilitate analysis and reporting.

SERVICE NAME	SERVICE DEFINITION	UNIT NAME	UNIT DEFINITION
Assistive Technology, Durable Equipment	Durable Medical Equipment (chair lifts, wheelchairs, walkers, emergency response systems), anything given to or lent on a short-term basis, including technology or equipment, such as tablet computers, cellphones, or other devices, for use by client in their home to maintain safety, allow for socialization, and/or promote participation in activities from the older adult's home Note: Please report any expenditures related to cell phone or internet <i>access plans</i> under Consumable Supplies .	1) Expenditure 2) Units	Cost and quantity of items of assistance.
Care/Case Management Services	Development and implementation of a service plan to mobilize the formal and informal resources and services identified in the assessment to meet the needs of the client. Includes the development and oversight of a plan to ensure the safety and well-being of the client; developing a safety plan with a person's support network; referring and arranging support services, etc.	1) Expenditure 2) Hours	The cost and amount of time (measured in hours) to provide assistance.
Caregiver Support Services	Assistance to family and other informal caregivers to improve or sustain capacity for caring for the older adult or adult with disabilities. Includes counseling, support groups, training, respite, etc.	1) Expenditures 2) Units	The cost and number of units or sessions.
Community Day Services	Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most commonly known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs.	1) Expenditure 2) Hours	The cost and amount of time (measured in hours) to provide assistance.

ATTACHMENT F: FOR U.S. ADMINISTRATION FOR COMMUNITY LIVING GRANTS

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, section 354(a) states “all pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification.”

(i)	Subrecipient Name	Attachment A
(ii)	Subrecipient’s unique entity identifier	Local Social Service Districts
(iii)	Federal Award Identification Number (FAIN)	
(iv)	Federal award date to the recipient by the HHS awarding agency	
(v)	Subaward period of performance start and end date	
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	
(x)	Name of the HHS awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	Administration for Community Living Shonna Clinton – (518) 474-2812 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	
(xii)	Identification of whether the award is Research and Development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimis rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75

APPROPRIATIONS						Total Annual
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	Cost	DEPARTMENT NAME	
AA 6010 1 6204 003	Clerk II	\$ 2,796		\$ 30,000	Social Services	
AA 6010 2 2001	Office Equipment	\$ 644		\$ 12,569	Social Services	
AA 6010 2 2050	Computer Equipment	\$ 22,295		\$ 32,213	Social Services	
AA 6010 4 4020	Office Supplies	\$ 3,627		\$ 48,614	Social Services	
AA 6010 4 4023	Medical Supplies	\$ 2,073		\$ 3,573	Social Services	
AA 6010 4 4039	Conferences Training Tuition	\$ 300		\$ 32,300	Social Services	
AA 6010 4 4042	Printing Advertising	\$ 300		\$ 43,300	Social Services	
AA 6010 4 4046	Fees for Services	\$ 47,210		\$ 966,985	Social Services	
TOTAL APPROPRIATIONS		\$ 79,245	\$ -		SOCIAL SERVICES	
ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE		DEPARTMENT NAME	
REVENUES						
6010 3610	Social Services Admin - State	\$ -	\$ -		Social Services	
6010 4610	Social Services Admin - Federal	\$ -	\$ 79,245	\$ 12,856,656	Social Services	
TOTAL ESTIMATED REVENUES		\$ -	\$ 79,245		SOCIAL SERVICES	
GRAND TOTALS		\$ 79,245	\$ 79,245		SOCIAL SERVICES	



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

July 27, 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 renew a contractual agreement with the State University of Albany for the provision of management training and coaching.

The requested agreement is for \$40,134 for the term of January 1, 2022 – December 31, 2022 and carries a local share of approximately \$3,000.

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

Sincerely,

Moiria 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-2620, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Management Training and Coaching with The Research Foundation State University of New York

Date:	July 27, 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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
The Research Foundation SUNY
1400 Washington Avenue
Albany NY 12222

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

Amount/Raise Schedule/Fee: \$40,134
Scope of Services: Workforce Training

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 03610 04610

Revenue Amount: \$10,034 \$20,067

Appropriation Account and Line: AA6119 44039

Appropriation Amount: \$40,134

Source of Funding - (Percentages)

Federal: 49.5

State: 25

County: 7.5

Local: 18

Term

Term: (Start and end date) 1/1/2022 - 12/31/2022

Length of Contract: 12 Months

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 344-20, 19-379, 18-404, 17-346, 16-376, 15-403, 14-335

Date of Adoption: 10/13/20, 9/9/19, 9/12/18, 9/11/17, 9/12/16, 10/13/15, 9/8/14

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Renewal Contractual Authorization with the University at Albany School of Social Welfare

The Department respectfully requests Legislative authorization to enter into a renewal contract with The Research Foundation for the State University of New York at Albany in the amount of \$40,134 for the term of January 1, 2022 – December 31, 2022.

As part of the Departments' restructuring plan, as well as continued improvement in practices and service delivery, the Department has secured the collaboration of The Research Foundation for the State University of New York at Albany to provide Management and Leadership training and coaching as well as staff training. The Department has worked diligently to put into place the infrastructure to support consistent and effective supervision, management and leadership of staff and programs. However, as with any organization, the supervisory, management and leadership skill level of employees is varied. Therefore, as a continued effort to improve practices of the Department, this collaboration was pursued.

The University at Albany will continue to deliver a Leadership and Management training Series that provides advanced training to managers and supervisors to help build leadership skills and to improve their respective programs and staffs. The training consists of a series of leadership and management topics selected through an assessment of need. The topics may include: fundamentals of leadership, teambuilding, workforce management, leading for results, effective performance reporting, measuring program improvement and leading change.

The Research Foundation for the State University of New York at Albany would also continue to provide on-site training, coaching and mentoring for managers, supervisors and staff through classroom training, individual training or through coaching sessions to help participants put into specific practice the concepts from content training.

The cost/reimbursement structure, as well as the contract deliverables is subject to NYS Office of Children and Family Services Bureau of Training approval, which will be sought pending Legislative authorization. It is anticipated that the County will remain responsible for 7.5% of the cost of this contract following reimbursement through the department's training allocation and SUNY's 17.5% committed cost share.

DRAFTED

RESOLUTION NO. 344

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

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The University at Albany has agreed to accept \$40,134 for payment of tuition costs, most of which is being funded by Federal and State funding, with a County share of approximately 7.5%, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the University at Albany, School of Social Welfare for the provision of management and leadership training and coaching in an amount not to exceed \$40,134 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

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

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

Adopted by unanimous vote – 10/13/20



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

July 27, 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 renew an interdepartmental agreement with the Albany County Probation Department for prevention, supervision and treatment services for juveniles.

The requested agreement is for \$1,116,458.54 for the term of January 1, 2022 – December 31, 2022.

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-2622, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Prevention, Supervision and Treatment Services with Albany County Probation

Date:	July 27, 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):

Albany County Probation Department
60 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,116,458.54

Scope of Services: Prevention services contract with Albany County Probation Department for supervision and treatment services for juveniles.

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04615, AA3140 03314 AA6119 03322
Revenue Amount: \$275,658 / \$150,323 \$1,116,459 \$462,312

Appropriation Account and Line: AA6071 44046 / AA6071 44046R
Appropriation Amount: \$654,146.54 \$462,312.00

Source of Funding - (Percentages)

Federal: 13
State: 66
County: 21
Local: Click or tap here to enter text.

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-343, 20-19, 19-378, 18-405, 17-349, 16-375, 15-402, 14-385
Date of Adoption: 10/13/20, 2/10/20, 9/9/19, 9/12/18, 9/11/17, 9/12/16, 10/13/15, 10/14/14

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization Renewal with
Albany County Department of Probation**

The Department for Children, Youth and Families (DCYF) respectfully requests Legislative authorization to renew a contractual agreement with the Albany County Department of Probation for the provision of prevention, supervision and treatment services for juveniles. The term of the contract will be January 1, 2022 – December 31, 2022 in an amount not to exceed \$1,116,458.54.

There has been a historical relationship between these two County Departments as it relates to the provision of prevention services and supervision and treatment services for juveniles. The contract funding will be used to offset the salary and fringe benefit costs for Probation employees as well as services for programs in the Juvenile Community Accountability Board, PINS 18, the Parent Project, and Juvenile Release Under Supervision and Raise The Age (RTA) Services. All of these programs are an effort to reduce the likelihood of the youth's further penetration in the Juvenile Justice system.

DCYF Programs 2022

<u>JCAB</u>				<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
OVERTIME				\$9,968.00	
FOOD/SUPPLIES				\$1,032.00	
					<u>\$11,000.00</u>
<u>PARENT PROJECT</u>					
OVERTIME				\$22,295.00	
BOOKS				\$3,000.00	
FOOD/SUPPLIES				\$1,000.00	
					<u>\$26,295.00</u>
<u>INCENTIVES</u>					<u>\$1,500.00</u>
<u>JRUS</u>		<u>SALARY</u>	<u>FRINGE 58%</u>	<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
MICHELLE SLEURS - PROBATION SUPERVISOR	14203 001	\$72,361.00	\$41,969.38	\$114,330.38	
MICHAEL MAZZEO-SENIOR PROBATION OFFICER	14213 001	\$65,446.00	\$37,958.68	\$103,404.68	
		<u>\$137,807.00</u>	<u>\$79,928.06</u>	<u>\$217,735.06</u>	
<u>JRFC</u>					
ALYSSA BRANIGAN - PROBATION OFFICER	14223 048	\$53,587.00	\$31,080.46	\$84,667.46	
DAN LEVIN - PROBATION OFFICER	14223 054	\$64,247.00	\$37,263.26	\$101,510.26	
		<u>\$117,834.00</u>	<u>\$68,343.72</u>	<u>\$186,177.72</u>	
<u>PINS18</u>					
SEAN RENTZ - PROBATION SUPERVISOR	14203 005	\$74,859.00	\$43,418.22	\$118,277.22	
KIM PELLETIER - PROBATION OFFICER	14223 069	\$58,963.00	\$34,198.54	\$93,161.54	
		<u>\$133,822.00</u>	<u>\$77,616.76</u>	<u>\$211,438.76</u>	
JRUS/JRFC/PINS18 TOTAL:					<u>\$615,351.54</u>

RTA - STSJP

<u>JCAB</u>				<u>TOTAL</u>	<u>PROGRAM TOTAL</u>
70 % SENIOR PROBATION OFFICER WITH FRINGES				\$70,092.00	
OVERTIME				\$6,000.00	
<u>JRFC</u>					
BOYS ATP AND ATD					
PROBATION OFFICER TRAINEE SALARY AND FRINGE				\$70,110.00	
CONTRACT WITH LASALLE				\$120,000.00	
GIRLS ATP AND ATD					
PROBATION OFFICER TRAINEE SALARY AND FRINGE				\$70,110.00	
CONTRACT WITH LASALLE				\$120,000.00	
INCENTIVES				\$6,000.00	
RTA - STSJP TOTAL:					<u>\$462,312.00</u>

OVERALL TOTAL:	\$1,116,458.54
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RESOLUTION NO. 343**AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE
ALBANY COUNTY PROBATION DEPARTMENT**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to renew an agreement with the Albany County Probation Department regarding prevention, supervision and treatment services for juveniles for the term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$1,099,607, and

WHEREAS, The funding will be used to offset the salary and fringe benefit costs for Probation Department employees as well as services for programs in the Juvenile Community Accountability Board, PINS 18, the Parent Project, and Juvenile Release Under Supervision programs all of which are designed to reduce the likelihood of the youth's further penetration in the Juvenile Justice system, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an interdepartmental agreement between the Department for Children, Youth and Families and the Probation Department regarding prevention, supervision and treatment services for juveniles for the term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$1,099,607 and, be it further

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

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

Adopted by unanimous vote – 10/13/20



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

July 27, 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 \$163,772 for the period October 1, 2021 – September 30, 2022.

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,

Moir 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-2624, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to Accept Early Intervention Administration Reimbursement from
New York State Department of Health

Date:	July 27, 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 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):

NYSDOH

Division of Family Health, Fiscal Unit,

ESP Corning Tower - Room 878,

Albany, NY 12237-0657

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$163,772

Scope of Services: Reimbursement for administrative costs associated with 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: \$163,772

Appropriation Account and Line: AA4059 1. (See attached for specific list)

Appropriation Amount: Line(s) 1- 62,906 / 2- 39,779 / 8- 61,087

Source of Funding - (Percentages)

Federal: 0

State: 100

County: 0

Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 10/1/2021 - 09/30/2022

Length of Contract: 12 Months

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-19, 19-87, 17-39, 15-310, 15-83, 14-250

Date of Adoption: 2/8/21, 311-19, 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 \$163,772 for the period of October 1, 2021 – September 30, 2022. 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

LISA J. PINO, M.A., J.D.
Executive Deputy Commissioner

July 1, 2021

Daniel C. Lynch
Deputy County Executive
County of Albany
112 State Street, Room 900, Albany, NY 12207

Re: Grants Gateway # DOH01-EIADM2-2021/ Early Intervention Administration / #C36389GG/
County of Albany

Dear Daniel C. Lynch:

Congratulations! I am writing to inform you that the County of Albany has been selected for an award under the above referenced procurement.

The award amount is \$818,860 for the anticipated contract period of 10/1/2021 - 09/30/2026. The annual funding amount will be \$163,772. The contract number assigned to your New York State Grant contract for the five-year term is C36389GG. Final grant awards are contingent on the review and approval of the Office of the State Comptroller (OSC).

A separate email, in a few weeks, will be sent once the award is ready in the Grants Gateway.

We look forward to working with you on the successful implementation of the project. Your Program Manager may be contacting you to check on your status of the required documents. If you have any questions, or concerns before that time, please email EIAM@health.ny.gov.

Sincerely,

Ann-Margret Foley
Interim Director
Division of Family Health

cc:
Deidre Romanski
Beth O'Neil
Teresa Coffey; Janice Juliano
Christia Shelton

RESOLUTION NO. 19**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM**

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the NYS Department of Health (NYSDOH) regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in the amount of \$143,032 for a term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has further indicated that 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 the NYSDOH regarding reimbursement for administrative costs related to the implementation of the Early Intervention Program in an amount the amount of \$143,032 for a term commencing October 1, 2020 and ending September 30, 2021, and, be it further

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

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

Adopted by unanimous vote – 2/8/21

Approp. Lines			Position Title	% Allocatio	Annual Sal	Grant Amount
A94059	12183	001	Early Information Serv Manager	50.00%	\$75,367	\$37,681.00
A94059	12187	001	Early Childhood Case Coord	35.00%	\$41,728	\$14,600.00
A94059	16106	001	Account Clerk III	15.00%	\$70,913	\$10,625.00
A94059	16107	002	Early Information Specialist	70.00%	\$50,570	\$35,399.00
A94059	16206	002	Clerk I	13.00%	\$33,773	\$4,380.00
					272351	\$102,685.00
Fringe					59.45%	\$61,087.00
						\$163,772

t



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

July 27, 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, 2021 – September 30, 2022 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,

Moir 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-2627, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Provision of Family and Neighborhood Resource Center Services with Trinity Alliance

Date:	July 27, 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: \$118,150

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

Source of Funding - (Percentages)

Federal: 0
State: 69.5
County: 30.5
Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) October 1, 2021 - September 30, 2022
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-13, 19-332, 18-298, 18-22, 16-328, 15-400, 14-336
Date of Adoption: 2/8/21, 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, 2021 – September 30, 2022 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. 13**AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES**

Introduced: 2/8/21

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, 2020 and ending September 30, 2021 in an amount not to exceed \$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 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, and the vast majority of over five hundred monthly consumers of the programming services are African-American, Latino/Hispanic, and from immigrant populations including Butanese, Burmese, and Iraqi, 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., Albany, NY 12202 regarding the provision of Family and Neighborhood Resource Center Services for the term commencing October 1, 2020 and ending September 30, 2021 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 - 2/8/21