

Request for Contract Approval	
Request ID #	6424
Contract #	6524
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date submitted	9/9/21
Contact person	Ford, Eric
Contact Phone	518-447-7789
Vendor	Team Esteem on the Hill Youth Empowerment Program, Inc.
Estimated Amount	\$60,000
Estimated Term	9/20/21 - 12/31/21
Scope of Services	Team Esteem: Provision of youth intervention and restorative justice programming in targeted communities. Programming will focus on five areas: Cultural Enrichment, Life Skills development, Mentoring, Outreach Services, and Youth Leadership Development.
Budget Line Item	Account Code
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Andrew Joyce, Chairman
 Albany County Legislature



HON. ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Necole M. Chambers
Clerk of the Legislature

DATE: September 9, 2021

RE: Contract Nos. 6523 & 6524 for 2021

Attached is a request for awarding of two contracts for Albany County Youth Programs for youth under age twenty-one (21) years related to RFP 2021- 089. The Legislature is requesting Contract #6523 for the Baby Institute, Inc. for an amount not to exceed \$48,000, and Contract #6524 for the Team Esteem on the Hill Youth Empowerment Program, Inc. for an amount not to exceed \$60,000.

If you have any further questions or need additional information, please let me know. Thank you for your attention in this matter.

NMC/nc



ANDREW JOYCE
CHAIRMAN

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NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

To: Karen Storm, Purchasing Agent

From: Andrew Joyce, Chairman
Albany County Legislature

Subject: RFP 2021-089 Youth Programs for Albany County Youth under Age Twenty-One (21) Years

Date: September 9, 2021

The Legislature's request for proposals for youth programs for Albany County residents returned a total of 9 proposals. Upon scoring and review of all the proposals, three proposals were disqualified based upon legal constraints attached to their funding requests. The proposals disqualified were those received from the Grants Streets Arts, Refugee and Immigrant Support Services Emmaus (RISSE), and Watervliet Civic Center organizations. Four proposals received from Gateway Sports & Pools, Inc., Girls on the Run, Inc., Hood's House of Hoops, Inc., and St. Vincent De Paul Church have been advanced for County Executive contracting and are currently in the Department of Law.

The Albany County Legislature is recommending the Contract Administration Board award the two remaining proposals to The Baby Institute, Inc. for a total not to exceed \$48,000 and Team Esteem on The Hill Youth Empowerment Program, Inc. for a total not to exceed \$60,000.

Please return a letter of concurrence so I may submit an award approval request to the Contract Administration Board for the upcoming meeting.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Andrew Joyce, Chairman
Albany County Legislature

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: September 9, 2021

RE: RFP # 2021-089, Funding to Support Youth Programs for Albany County Youth under Age Twenty-One (21)

I am in receipt of your recommendation to award the aforementioned Proposals to Team Esteem on the Hill Youth Empowerment Program in the amount not to exceed \$60,000.

I believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Team Esteem on the Hill Youth Empowerment Program for an award.

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

RFP 2021-089 Submissions

Programs	Proposal	Proposal Amt.	Status	Contract Execution
Baby Institute	Provides for a Youth Intern Program (7 interns). stipends are used to cover costs of intern assistance. With program setup, meals and break down, as well as work with children as parents are engaged in program curriculum.	\$48,000.00	A	CAB
Gateway	Operation of Youth Swimming Program in Cohoes for all ages and costs cover two- 8 week courses.	\$4,000.00	A	County Executive
Girls on the Run	To support youth programming and physical fitness opportunities for at-risk girl youths in the 3rd to 8th grade.	\$16,015.00	A	County Executive
Grant Street Arts	Capital improvement/space renovation at Grant Street location to provide a Media Training Center for youth ages 13 -18 years old.	\$39,338.00		Disqualified
Hood's House of Hoops	Supports a summer youth basketball league for Grades 2-6, and Basketball/life skills mentoring for youth 16-25 years of age.	\$9,600.00	A	County Executive
Refugee and Immigrant Support Services Emmaus (RISSE)	Purchase of new furniture and freezer to support After-School/Summer Enrichment Program for refugee children.	\$10,000.00		Disqualified
St. Vincent De Paul	To support Day Camp operation from August 2- 6th for youth of all ages in the Pine Hills neighborhood of Albany.	\$3,240.00	A	County Executive
Team Esteem (Remove Van)	For program operations expansion of intervention and restorative justice programming for youth. Expansion of program adds a restorative justice component and lease purchase of new 15 passenger van for increased transportation needs.	\$60,000.00	A	CAB
Watervliet Civic Center	Installation of air conditioning units to support youth programming at the center.	\$30,826.50		Disqualified
Total Request		\$221,019.50		

Programs	Proposal	Proposal Amt.	Score 1	Score 2	Score 3	Combined Score	Contract Execution
Baby Institute	Provides for a Youth Intern Program (7 Interns), stipends are used to cover costs of intern assistance with program set-up, meals and break-down, as well as work with children as parents are engaged in program curriculum.	\$68,652.50	3.00	4.10	2.35	3.15	CAB
Gateway	Operation of Youth Swimming Program in Cohoes for all ages and costs cover two- 8 week courses.	\$4,000.00	3.05	4.10	3.05	3.40	County Executive
Girls on the Run	To support youth programming and physical fitness opportunities for at-risk girl youths in the 3rd to 8th grade.	\$16,015.00	3.80	4.00	3.20	3.67	County Executive
Grant Street Arts	Capital Improvement/Space renovation at Grant Street location to provide a Media Training Center for youth ages 13 -18 years old.	\$39,338.00	2.85	4.00	2.85	3.23	CAB
Hood's House of Hoops	Supports a summer youth basketball league for Grades 2-6, and Basketball/life skills mentoring for youth 16-25 years of age.	\$9,600.00	3.60	4.00	2.70	3.43	County Executive
Refugee and Immigrant Support Services Emmaus (RISSSE)	Purchase of new furniture and freezer to support After-School/Summer Enrichment Program for refugees children.	\$10,000.00	3.80	4.25	3.40	3.82	County Executive
St. Vincent De Paul	To support Day Camp operation from August 2-6th for youth of all ages in the Pine Hills neighborhood of Albany.	\$3,240.00	3.15	3.50	2.95	3.20	County Executive
Team Esteem	For program operations expansion of intervention and restorative justice programming for youth. Expansion of program adds a reformative justice component, and lease purchase of new 15 passenger van for increased transportation needs.	\$70,000.00	2.30	4.00	3.05	3.12	CAB
Watervliet Civic Center	Installation of air conditioning units to support youth programming at the center.	\$30,826.50	3.15	4.05	3.40	3.53	CAB
Total Request		\$251,672.00					

RFP# 2021-089

**FUNDING TO SUPPORT YOUTH PROGRAMS
FOR ALBANY COUNTY YOUTH UNDER THE AGE
OF TWENTY-ONE (21) YEARS**

NAME: TEAM ESTEEM ON THE HILL YOUTH
EMPOWERMENT PROGRAM (Y.E.P) INC.

ADDRESS: P.O. BOX 66204
ALBANY, NEW YORK, 12206

PHONE: (518)-360-3729

CONTACT: ADRIENNE SMITH KISSEE MS
CEO/EXECUTIVE DIRECTOR

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Qualification and Experience

SECTION II. Qualifications and Experiences

3.1 Program Name:

TEAM ESTEEM ON THE HILL
YOUTH EMPOWERMENT PROGRAM (YEP) INC.

A Brief History and Description of Program: Team Esteem (Y.E.P) INC. is a program based in the Albany Arbor Hill and West Hill and Pine Hills community. The program is holistic in its mission geared to strengthening communities with an invested interest in empowering, enhancing and connecting with youth and families. There are two main aspects to this program. The first is Preventative and the second is Restorative Justice this connection is designed to promote healing and transformation in young adults ages 6-12 and 13-21 and beyond. Through a series of presentations, discussions and reflections, our youth and young adults are challenged to break cycles, understand their history, by seeking forgiveness and unity, with a commitment to non-violence. They are also given the needed space to express their creativity, explore new and different communities and gain relevant experiences to develop positive lifestyles as young adults and beyond.

In the Restorative Justice area, we are seeking to aid youth offender with court appearances, and mental health counseling towards aid in their rehabilitation back into the community and beyond. Mental health counseling, a vital for our young adults today. Team Esteem understands that by incorporating the Restorative Justice program we will be offering a safe space for healing, forgiveness, unity, and a commitment to non-violence.

The duration of our programs follows the school year calendar September through June. Our youth are recruited throughout the community of Arbor Hill, West Hill, and Pine Hills. Our volunteer staff have an investment in our youth. A lesson plan is done each week to ensure that activities are cohesive and structured. Consequently, our head mentor for the 6-12 age group is a former daycare provider. The programs youth aids and junior mentors assist her overseeing the safety of the group. They assist with serving, cleanup, taking attendance, setting up the community circle, handing out materials, or that are planned for that group.

Activities may include group videos, field trips, community projects etc. Our mentor for our adolescence group is a 30-year-old, who is a college graduate and a writer. She has been working with the youth to capture their strength in setting goals. Our church members, community members, and college graduates who have successfully passed background checks. A stakeholder generously funded all background check fees for all mentors. It is important that our children are safe from harm through the program ethical standards of behavior.

Why we exist: Many young people have not been taught the full history of their people in ways that connect to centuries of heritage and struggle. Young people often see themselves depicted in mainstream media in ways that reinforce racist stereotypes with avid consumers of popular media that glorifies crime and violence. The greatness of African and African American cultures has been erased and hidden in Western education. Team Esteem Y.E.P Inc. now in its 12th year of existence, has been the bridge of change for African American youths through their core teaching program "The Sankofa Journey." This youth development program is designed to apply Cognitive Behavior Theory (CBT) which connects positive thoughts, feelings, and actions that collectively move youth away from damaging coping strategies and toward a theoretical underpinning of the Covenant of Peace.

Our Sankofa Journey is an introduction of culture, unity, community, and hope for youth ages 6-21. The Sankofa is a West African symbol that depicts a bird reaching its neck back to take hold of an egg nestled between its wings. It represents the belief held by many traditional cultures that people understand. A recognition of where they come from and where they are going is introduced with culture, unity, community, and hope. Its focus is on teamwork through group interaction promoting trusting relationships.

Team Esteem youth are guided through group circling, which allows everyone to face each other with freedom of expression with respect. A talking piece is passed to each allowing us to speak without interruption. Over the years we continue to participate in community events such as Kwanzaa, Juneteenth, and Civic engagement opportunities like the Albany's Urban's League' Census Campaign. Black History Month 2020 we were invited by the Mayor's office for a presentation. We introduced our youth and did a snippet of our Sankofa Journey activity. We performed from Pillar One; "My life Matters" with an excerpt from the poem "Hey Black Child."

3.2 Program Professional Staff Members/Experiences:

NUMBER	NAME	PROGRAM POSITIONS
1	Adrienne Smith Kisee	CEO/Executive Director
2	Vanessa Newchurch	Assistant Director
3	Marvin Breedlove	Reformative Justice Program Coordinator
4	Shamel Davis	Credible Messenger
5	Tanique Williams	Adolescence Head Mentor
6	Ri'Na Tucker	Head Mentor for ages 6-12
7	Tiffany Adams	Youth Aide
8	Nadiyah Roberts-Green	Performing Arts Coordinator
9	Tyler Howard	Youth Mentor

Resumes of Professional Staff Members who will be involved in the County engagement.

See Below

Adrienne Smith-Kissee MS

28 Clifford Road

Mobile (518) 360-3729

Albany, NY 12204

Email: teamesteemyep@gmail.com

Website: teamesteemyep.org

Education

Capella University: Master of Science, Human Services Counseling Studies

State University of New York: Bachelor of Science: Human Resources

Bryant and Stratton: Applied Science, Business Marketing

Certificates

Reformative Justice Practices (Albany School District)

Credible Messenger

CDC SISTA Community Facilitator Certification

HIV/AIDS Community Education

Trauma Informed Care

PROFESSIONAL EXPERIENCE

12/2019 Executive Director **Team Esteem on the Hill Y.E.P.**

Supervises and administers weekly program planning for identifying strategic points for providing flexibility for young adults. Collaboration of court systems in irrelevant processes for aftercare and placement. Develop grant writing for program needs for successful models in recognition of evaluated programs and organic community-level approaches. President of the Board of Directors in governing monthly meetings of stockholders for maintaining yearly budget and fund raising in creating revenue. Individuals are offered mental health counseling, employment coaching, community circles, fatherless daughter workshops, family engagement.

2013-Present **Team Esteem on the Hill Y.E.P. Inc Sankofa Journey**

Through the journey a covenant of peace resides within the model of addressing systemic issues of violence. The narrative facilitates youth, young adults and mentors undergoing intense group workshops in exploring with acknowledgement that their lives matter. Our theme-based commitment to live in peace, mutual respect, harmony, and unity is for building up young people of color who are affected by violence and incarceration. The "Covenant of Peace" theme offers an undergird by its seven pillars. This curriculum essential in scaffolding for developing a sense of self-worth.

9/2013-present Youth Ages 6-12

A preventive program for at-risk youth in enhancing their appreciation of culture and community. Our mentoring resources assists in capturing the strength through teambuilding, small projects with empowering themes. Through performing arts our youth depict situations of wrong decisions with consequences. The audience learns the consequences and transformation required for positive outcomes.

2/2008-2013

Adolescent at-risk-youth program in Arbor Hill, West Hill, & Pine Hills community outreach and collaborative family services for the urban population. Program development while empowering youth

for self-management with a sense of community. Students learned to express themselves through cultural dance, drumming, and song.

2013 Hope House Adolescent Program

Performed administrative duties a residential treatment program for chemical dependency. Assisted youth with daily treatment planning, case management, and group counseling.

2009 YMCA Gang Prevention/Journey Program Mentor

Served as a mentor with SUNY School of Public Health and YMCA for youth at risk. High School students are given the opportunity to participate in group activities within a safe environment for cultural enrichment. Activities included health education, field trips, and gang prevention. Facilitated group roundtable discussions pertain to HIV/AIDS, STD's, teen pregnancy, higher education, and gang violence and prevention.

2006-2008 Albany Damien Center Albany NY, Group Facilitator

Managed group intervention for targeted Lesbian, Gay, Bisexual, and Transgender (LGBT) community. Therapeutic environment consisted of stage-based counseling, behavior modification, and substance abuse intervention for the HIV population.

2002-2006 Hope House Inc. Albany, NY Counselor/Night Manager

Served as an administrator in a residential treatment program for women and children. Duties included recording documents for behavior activities, staff tardiness, and adherence to guidelines for policy and procedures. Professional advocate within a case management capacity, group, and individual counseling while monitoring clients with chemical dependency, and HIV/AIDS. Managed a collaboration of services for manage care services by social services. Overseer of night staff, drug testing, building security protocols, in reporting for drug court personnel with additional administrative duties.

2/79-8/2011 NYS Department of Health Clerk II/ EAP Sigt Coordinator

Served in developing workshops for employees by addressing the challenges in the world of work. Additionally, attended training with topics that were crucial in solving management and labor issues. My duties as an advocate assisted individual employees with resources for self-improvement. These resources were provided in overcoming challenges to increasing work production.

Community Boards & Committees

2019 Present Community Heroes Committee

2018-Present Arbor Hill/West End Steering Committee

2/2017-present Albany County District Attorney Felony Diversion Board

6/2017-pesent Community Accountability Board – (criminal justice alternative)

Vanessa Newchurch

18 Park Lane S.
Menands, NY 12204

518.334.8540
vanessanewchurch@gmail.com

EDUCATION

Fordham University School of Social Service, New York, NY, 10023 May 2009

Master of Social Work

Concentration: *Clinical* / **Specialization:** *Social Work & The Law*

Licensure: Licensed Master Social Worker, January 2011, New York State License #083125

(License Master Social Worker (Exp. Date June 2022))

Computer Skills: Microsoft Office Professional 2011 & Windows 8

Certification: NYS School Social Worker (May 2016), Therapeutic Crisis Intervention (2014), Child & Adolescent Trauma Therapy (Univ. Maryland 2013), Trauma Focused Cognitive Behavioral Treatment (2009)

Specialization: Group, Psychodynamic, Solution Focused, Cognitive Behavioral & Narrative Therapy

Supervisory Experience: Field Instructor SUNY School of Social Welfare 2015 & HVCC 2015

Affiliations: HVCC Human Services Advisory Committee, Member 2016

RELATED EXPERIENCE

Northern Rivers

01/19-Present

School Based Clinician

- ❖ Provide clinical services to children (12-18) and families in an educational setting
- ❖ Evaluate and provide DSM-V diagnosis; ongoing treatment utilizing a variety of recognized treatment modalities;
- ❖ Maintain professional and accurate client record documentation in an electronic medical record environment, including assessments, treatment plans, and progress notes.

NYS Office of Mental Health (Forensics), Albany, NY

02/17-01/19

LMSW II

- ❖ Review mental health history of incarcerated individuals to determine psychiatric stability and appropriateness of services upon discharge
- ❖ Collaborate with prison based clinicians to discuss presenting symptoms of individuals deemed seriously mentally ill/violent
- ❖ Prepare documentation for treatment team meetings to discuss services for individuals preparing for community release.

State University of Albany School of Social Welfare, Albany, NY

08/16- 2/17

Field Liaison /Adjunct Instructor

- ❖ Prepares for and teaches the monthly Field Seminar for first year MSW students in field. Uses Field Seminar to assist students with integrating course work and field work for developing social work skills. Evaluates Seminar coursework.
- ❖ Review Field Evaluations by the instructor, Student Evaluations of Field, process recordings and macro projects to assess the students' skill development.
- ❖ Conduct site visits and other outreach activities with the field instructor and student (as outlined by the Field Office) to evaluate the students' performance in field. .

Northeast Parent & Child Society

05/16-05/17

Clinician

- ❖ Provide clinical services to children, young adults, and families.
- ❖ Evaluate and provide DSMIVTR diagnosis; ongoing treatment utilizing a variety of recognized treatment modalities;
- ❖ Maintain professional and accurate client record documentation in an electronic medical record environment, including assessments, treatment plans, and progress notes.

Vanderheyden, Wynantskill, NY

5/14-5/16

Day Program Lead Clinician

- ❖ Participate in the intake and planning process which includes reviewing pre-placement material and participating in pre-placement interviews and assessments as requested by the Director of Clinical Services.
- ❖ Provides assessment, diagnosis, and treatment planning for individuals with Individualized Education Plans (IEPs)
- ❖ Renders individual and family therapy to all assigned individual on a weekly basis
- ❖ Collaborates with teachers to develop clinical goals for IEPs
- ❖ Attends CSE and Service Plan Review meetings.

Team Esteem on the Hill, Y.E.P. Inc, Albany, NY

11/14-Present

Assistant Director

- ❖ Provides information and guidance regarding program planning and development to Program Managers, Mentors, and Supervisors.
- ❖ Facilitates weekly psycho-education group to address self-esteem, hygiene, & healthy peer relationships

Hope House Inc, Albany, NY

6/14-8/15

Respite Counselor

- ❖ Provide supportive services to adolescents with co-occurring disorders primarily afflicted with addiction/substance abuse issues
- ❖ Engage in individual and family groups to identify protective and risk factors to assess relapse potential
- ❖ Transport to community support groups

The Children's Home, Catonsville, MD

7/12-8/13

Diagnostic Unit Therapist

- ❖ Render individual, group, family, and milieu treatment to female adolescents on a diagnostic unit who are pending placement
- ❖ Provide diagnostic impressions and feedback to the interdisciplinary treatment team to address mental health needs.
- ❖ Provide placement recommendations in conjunction with the Department of Social and Juvenile Services.

Contemporary Family Services, Hyattsville, MD

4/11-7/12

Clinical Coordinator/Therapist

- ❖ Participate in treatment team meeting, court reviews, educational meetings as well as transfer and discharge meetings.
- ❖ Documentation of meetings, contacts, and case progress by completing paperwork, contact/progress notes, and writing plans of service.
- ❖ Provide evidence therapy to clients and family system

Parsons Child and Family Center, Albany, NY

7/09-3/11

Waiver Service Provider

Community Partners in Action, Hartford, CT

08/0/-8/09

MSW Intern for Prisoner Re-Entry Program & Young Offender Program

Public Defender's Office, Hartford, CT

Marvin Breedlove

Schenectady, NY 12308
marv2breed@yahoo.com
5188782408

Criminal Justice Professional who is an advocate for at risk youth. A Professional who has 20 years in the field of Law Enforcement and care of children.

Work Experience

CPS Investigator Saratoga County DSS - Ballston Spa, NY March 2021 to Present
Investigate abuse or maltreatment of children

Secured Care Treatment Aide NYS OMH - Albany, NY August 2020 to March 2021
Care of patients who have mental health problems. Ensure safety of patients and coworkers on a specific unit. Keeps the patients engaged in activities to ensure brain activity and helps the Nurse when the patient has medications to take.

Employment Specialist/Job Coach

NORTHEAST CAREER PLANNING - Menands, NY September 2019 to July 2020
Provide employment opportunities for individuals with disabilities. Ensure individuals live their lives without limitations due to their disability. Encourage growth and encouragement to keep the client engaged and gainfully employed.

Juvenile Detention Officer

Berkshire Farm Center and Services for Youth - Canaan, NY June 2003 to October 2016
Care, Custody and Counseling of incarcerated youth.

NYPD/School Safety NYPD - New York, NY August 2000 to June 2003
Provide a safe and secure environment for staff and students in an educational setting

Education

Master's in Criminal Justice/Law Enforcement
Grand Canyon University - Phoenix, AZ

September 2011 to June 2013

Bachelor's in criminal justice

SUNY Empire State College - Albany, NY
September 2009 to June 2011

Shamel T. Davis
226 Twelfth Street. 2Fl
Schenectady, NY 12306,
Tel: (518) 386-9703 Email: shamelytree@gmail.com

Objective: *A skilled and qualified credible messenger with years of leadership experience who seeks a position to use acquired knowledge and experience to positively impact and support at risk youth, through effective communication and leadership.*

Professional Experience:

Youth Life Support ***Schenectady, NY (February 2018-Present)***

- Outreach Specialist at youth life support network
- Administered on the job mediation training for co-workers, community and families
- Organized community events to bridge resources
- Delegated tasks and facilitated participation in community recycling

Volunteer Program Director for Team Esteem ***Albany, NY (September 2017-Present)***

- Helped design and create new programs for organization

Community Fathers ***Schenectady, NY (March 2018-September 2018)***

- Mentored young fathers from the community and connected them to supports and opportunities

AVP Facilitator Workshop Training ***Ossining, NY (June, 2014)***

- Co-Facilitated workshops
- Assisted in the preparation and facilitation of curriculum
- Organized team meetings and guided classroom discussions
- Contribute feedback to other facilitators and directors of programming

Certifications:

Certified Life Coach	(June, 2018)
CCFY Certified Credible Messenger and attended DYRS Washington DC Immersion	(July, 2017)
The Osborne Association Family Works - HIV/AIDS Proficiency	(August, 2016)
The Alternatives to Violence Project INC.	(June, 2015)
The Osborne Association Family Works - Parenting Course	(May, 2015)
The Osborne Association Family Works - Strengthening Relationships Course	(June, 2015)
The Osborne Association Family Works - Fatherhood Forum	(June, 2015)

Education:

High School Equivalency Diploma ***Elmira, NY (December 2005)***

NADIYAH ROBERTS-GREEN
nroberts-green@siena.edu
(860) 995-6468
234 South Allen St., Albany, New York 12208

RELEVANT EXPERIENCE

Siena College AmeriCorps VISTA Program, Loudonville, NY

Vista Leader; Diversity & Partnership Coordinator

Aug 2020-Present

- Conducted research on local and national models of Diversity, Equity, and Inclusion initiatives developed by organizations similar to ACE which include:
- How to build a working group/ core competencies to sustain the DEI framework
- How to recruit and retain persons of various racial and ethnic groups
- How to build supportive environments for these various groups, including needed trainings for current staff/post-graduate students
- Conduct one-on-one meetings as needed with VISTA Fellows to assess progress on VAD goals, and address professional development.

Community Communication Coordinator

with A-Village Inc., Loudonville, NY

Aug 2019 - Aug 2020

- Creating sustainable communications tools for a non-profit focused on community wealth building and economic development; e.g., editing a bi-weekly newsletter, constructing surveys, managing social media, and designing flyers.
- Building the database and digital files to help the organization run smoother.
- Organizing leaders of work groups of the South End Steering Committee to clarify goals and work plans for the summer 2020 Night Market, a street market dedicated to igniting small businesses in the South End.
- Enhancing the organization's partnership with Siena College by organizing planning meetings with Dr. Kassel and 50 undergraduates.
- Planning and facilitating cohort training as part of the VISTA training committee.

Commented [TH1]:

Youth Mentor for 4th Family-Nonprofit,

Phillip J. Schuyler Achievement Academy, Albany NY

Sept 2019-March 2020

- Work with students after school to focus on critical social/emotional skills.
- Teaching students time management/Completing tasks and showing focus in class/at home.
- Teaching effective communication skills to peers and adults.
- Self-advocacy training, through conflict management and programming.

New England College, Henniker, NH Intern for the office of Diversity and Inclusion - Student Development Division

March 2019 – May 2019

- Assisted with the creation and implementation of targeted training and general campus programs regarding race, ethnicity, gender, sexuality, and class.
- Supported students via advocacy and mentorship with a focus on underrepresented groups; including: racial, ethnic, and religious minorities; LGBTQ students; and first-generation students.
- Organized weekly meetings primarily for 3 groups: Queer-Straight Alliance, Student Sisterhood, and Aspiring Minds.
- Coordinated team-building and leadership development activities for Passport First Year Exploration Program.
- Facilitated training for Student Affairs Educators with specific focus on organization, human resources, social justice, inclusion, and student development.

New England College, Henniker, NH

- Treasurer/ Member of AMGU (Amazing Minority Girls Unite), Feb 2017 – May 2019
- Managed budget for programs on and off campus regarding women empowerment
- Residential Life and Housing Advisor, August 2016 – May 2019
- Worked closely under Campus Safety as an official of the college
- Human Resource & Payroll Department Assistant, September 2016 – March 2017
- Assisted with the administration of the HR department

EDUCATION

New England College, Henniker, NH

B.A. in Business Administration, Integrated Literature and Philosophy (double major)
Graduated, May 2019

3.3 Persons Authorized to Bind the Proposer: The Team Esteem Board Members and their professional positions.

Number	Names	Board Positions
1	Adrienne Smith Kissee	CEO/Executive Director
2	Vanessa Newchurch	Assistant Director
3	Daniel Shearer	Board Chair
4	Huldah Thompson	Treasurer
5	Ariel Morton	Secretary
6	Dr. Juana Catala-Huguley	Member
7	Stephon Frost	Member
8	Sarah Hines	Member
9	Willie Hughes	Member
10	Glenda Richardson	Member

3.4 Experiences

Adrienne Smith Kisee, CEO/Executive Director MS Human Services Counseling
Vanessa Newchurch, Assistant Director Licensed Masters Social Worker
Daniel Shearer, Board Chair P.C., LEED AP President/CEO
Huldah Thompson, Treasurer Albany County Department of Social Service
Ariel Morton, Secretary School Administrator/Former Elementary Teacher
Dr. Juana Catala-Huguley, Member Master Social Worker Hackett Middle School, Retired
Stephon Frost, Member Home School Coordinator Hackett Middle School
Sarah Hines, Member Clergy and Community Activities
Willie Hughes, Member Director of Security for Hackett Middle school, Retired Albany Police Officer
Glenda Richardson, Member Legal Assistant for NYS Dept Health, Division of Legal Affairs

SECTION III

References and Additional Information

3.5 References

A. Covenant of Peace
Department of Youth Rehabilitation Services
450 H Street
Washington, DC. 202724-5070
Phone: (202)299-5362
Fax: (202)299-5608
TTY: (746)777-7776
Email: dyrs@dc.gov

B. Community Connection for Youth (CCFY)
369 E. 149th Street
Bronx, New York 10455
Dr. Reuben Austria

Phone: 347-590-0940
Fax: 347-438-3215

Email: info@cc-fy.org

3.6 Additional Information

Broken Systems and Positive Youth Development: Sankofa youth come from communities suffering under-sourced and broken systems in education, housing, health, criminal justice, and many other sectors vital to their development. Despite wide ranging programs within these communities, they are too often under-sourced and fall short of visible needs of the youth and families they serve. Criminal Justice and school discipline are particularly problematic with youth in these spaces often view strictly in terms of their behavior rather than as high potential youth responding to challenging contexts. Indeed, beneath the surface for these young people are unaddressed issues of trauma, depression, poverty, and substance abuse. Too often these youths are seen as “oppositional or “resistance to change” when in fact they are just demonstrating unmet needs of positive structures in opportunities for safe expressions of normal adolescence development.

Market Context: Community directed engagement can be equated to reclaiming futures in achieving a significant process. Justice and child welfare systems with resistance to improvements must be rigorously explored. Consequently, community initiatives for

youth and families of color are delinquent. Awareness of the disparities, access, and engagement with successful completion are without services.

The many transitional aged youths involved in juvenile justice is significance. Therefore, the knowledge poses challenges with long term decisions. These decisions with most well-adjusted youth is determined by complexed interaction. Normal transition from family to independent living situations are reduced to significant changes. The stereo typical life considered "successful" include completing school or vocational training, with gainful employment, with social networks for becoming productive citizens. Becoming successful dictates opportunities between youth and their families and neighborhoods. Arnot, (2000).

Market Context and Need: Demand: A critical threat for developing youth is their exceptional vulnerability to mental health disorders have an onset by the early 20's between the ages of 18 and 25 (Newman et al., 1996 SAMSHA 2012). Further disorders with mental health diagnosis very often also co-occur with substance use disorders (Armstrong & Costello), as youth seek psychological challenges brought on by environmental challenges. Such internal and external adversity in this period during this age can delay achievement of normative transition well into adulthood, and even for a lifetime. Long term problems include education underachievement, foster care placements, criminal justice and recidivism, and cyclical issues of poverty.

Strategies and theory of change

- A. The Covenant of Peace : is an anti-violence initiative geared at addressing the systemic issues in and around violence. The goal of the Covenant of Peace is to stem the tide of violence in the District of Columbia and beyond by reaching out to the Department of Youth Rehabilitation Services' committed youth, both in its facilities and in violence-torn communities. After undergoing intense focus groups that explore and challenge the root causes of violence, committed youth at the Department of Youth Rehabilitation Services (DYRS) will sign a "Covenant," an agreement to abstain from and speak against senseless acts of violence. DYRS and a group of "credible messengers" - a talent of neighborhood-based leaders, individuals with relevant life experiences and proven track records of positive community involvement - will conduct focus groups during a series of "sleep-ins" that begin on a Friday afternoon and culminate the following Sunday. The Covenant of Peace is based on seven pillars to help youth identify where violence begins.

The Covenant of Peace inaugural weekend took place for boys at New Beginnings Youth Development Center from Friday, November 20 - Sunday, November 22, 2015. The second weekend, for young women at DYRS' Youth Services Center in Washington DC, took place January 15 - January 17, 2016. Subsequent events for boys took place in the spring and summer of 2016, with the most recent event being in the community at Ballou Senior High School in Ward 8.

Successful, Evidence-Based Long-Term Outcomes:

- A. **Team Esteem Success:** There is 100% success rate with each participant. Most have gone on to college, became entrepreneurs, or relocated. Consequently, one of our participants has become a licensed cosmetologist and has a 9-year-old daughter Sapphira who attends Team Esteem's Sankofa Journey. Tyler now serves as a mentor for the program as doing hair and grooming for the group when performing at events.
- This encourages our youth in setting goals and making it a reality. Most recently, a set of twins Jayla and Jazmin graduated from High School and went to college. Jayla wants to become a fashion designer and Jazmin wants to become a scientist. Both were looking forward to coming back on Christmas break and serving as mentors in the program. Unfortunately, Covid-19 has prevented that, but they are working with our adolescent mentors in creating a virtual platform for our youth. We would like to continue the success of the program "we just don't talk about we are about it" Our success has empowered us to continue to expand our outreach services. It is the reason why we are seeking \$70,000 through this proposal for our 2021-2022 effort to serve 100 more participants.

SECTION IV

Plan Implementation and Scope of Services

- 4.1 Scope of Services: Team Esteem services as we have stated in Section 2 is twofold intervention and restorative justice. Our goal is to increase our capacity in order to provide more services in the community.

With larger pace, dedicated staff, we will be able to increase the number of applicants as we focus on the following key aspects:

- I. Cultural Enrichment-4 Annual Field Trips will provide necessary prosocial activities within the State of New York and at least one trip in another state. Students will continue to attend local events such as MLK, Juneteenth and other events as necessary that are sponsored by the City of Albany.
On Site dance choreography lessons for students.
- II. Life Skills-Weekly structured teaching from Core Curricular
- III. Mentoring Programs-Gear to steer students away from violence in problem solving and learning how to communicate and solve issues in a non-violent way.
- IV. Outreach Services- Develop and Run the "Restorative Justice Program" Which entails aiding parents of juveniles who are re-entering local communities. It entails, aiding them with court visits, providing them with necessary mental health counseling and more.
- V. Youth Leadership Development-Preparing older student to be workforce ready via teachings on Careers, Financing, College and Trades programs.

- A. Experience in Providing Meaningful Safe and Structured Environments: Every weekend during the school year from September through June the Team Esteem program has been facilitating adolescent and young adult centered, family focused, community based culturally relevant programs and services to residents in the Arbor Hill, West Hill and Pine Hill community. As we have already stated our staff goes through security clearance before working with students.

There are four core concepts which contribute to the program's meaningful safe and structural environment and to its success.

- I. **Culture Matters: Creating a Family Atmosphere**
Positive family atmosphere begins when you model respect, interest, and warmth. Using languages like "brother or sister" refers to participant's shifting the environment from a therapeutic experience to a familial one. Everyone begins to see one another as part of the same unity and "be about each other." Embracing the concept of a family with willingness to embrace by-products familial dynamics.
- II. **Family Style Hot Meal**
Each workshop begins with a family style meal as a practice in building bonds between participants and mentors. Building blocks for individuals meeting their full potential as human beings is a process. Basic physical and emotional needs are met with love, belonging, and safety. Beginning each workshop with a hot meal aims to meet young people's basic psychological needs. Facilitating an

environment grounded in values of love and respect for family mealtime is intentional. This group can maximize the opportunity to designate youth to serve, set and clear the table with a routine for cleaning while allowing them to schedule mealtime rotations.

III. Celebration

Throughout the workshops, we will celebrate with acknowledgment the success of the group. Celebrating each other infuses joy and unity with activities in having fun. This celebration after each pillar is meaningful and engaging for young adults in the process.

IV. Signing the Covenant of Peace

The end of the sessions a closing ceremony recognizes their involvement in the workshops, their vulnerability, and their betterment of themselves, each other, and their community. The curriculum asks participants to sign a Covenant of Peace that says "My Life Matters." By ending the workshop with a physical act of signing the covenant, young people commit to leading their best lives going forward. This encourages honoring them by highlighting his or her strength and achievement throughout the time we have been together.

SECTION V
Cost Proposal Section

5.1 Budget: Short budget of the cost breakdown for the program.

We are asking for 70,000 to expand the program. We are adding a new component, "The Reformatory Justice Program" and we need a 15-passenger van for transportation and insurance for the van. In the past the CEO has been using her vehicle to make several trips to and from homes of our youth attending the program. We would like to provide transportation for families of our youth to attend a monthly dinner.

Our new component that will be added needs support for our youth who are newly released from incarceration. Our program will help provide transportation for our family engagement outreach. Recently, the CEO picked up food from a food drop for community youth and family. There were several trips made because the vehicle used could not hold the capacity of food, support for youth for reformatory justice programs.

Additionally, we need operating costs to assist in expanding the program. The use of a dwelling where all are accommodated which is essential in ensuring safety to each staff and participant of the program. This would help us to continue to serve our community and anyone who enters the dwelling.

5.2 Budget

TEAM ESTEEM PROGRAM COST		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Yearly totals
ADMINISTRATIVE/PROGRAM COST		Sep-Nov	Dec-Feb	Mar-May	June-Aug	
<i>Office Supplies:</i>						
Paper, Note books & other supplies as needed		200.00	100.00	50.00	50.00	\$ 400.00
P.O. Box & Postage		175.00				\$ 175.00
<i>Capital Expenses/Electronic Office Supplies:</i>						
1 Dedicated Laptop		1,700.00				\$ 1,700.00
Dedicated Printer & other supplies needed		750.00				\$ 750.00
External Storage Device		140.00				\$ 140.00
Programming Software license		250.00				\$ 250.00
M5 Office products		200.00				\$ 200.00
2 Deducted Telephone services		1,000.00	225.00	225.00	225.00	\$ 1,675.00
Fax Server etc.		150.00				\$ 150.00
OTHER SUPPLIES						
School Supplies for Youth		3,000.00				\$ 3,000.00
SALARIES						
Part-Time Administrative Assistance		1,500.00	1,500.00	1,500.00	1,500.00	\$ 6,000.00
Work Study Counselors/Student Mentors		7,000.00				\$ 7,000.00
Restorative Justice: Program Coordinator		3,600.00	3,600.00	3,600.00	3,600.00	\$ 14,400.00
FOOD AND SUPPLIES FOR MEAL						
BJ Annual Membership		60.00				\$ 60.00
Utensils & other supplies as needed		300.00	300.00	300.00	300.00	\$ 1,200.00
Hot foods and Snacks		500.00	500.00	500.00	500.00	\$ 2,000.00
BUILDING						
Building Leasing & Associated Costs		3,600.00	3,600.00	3,600.00	3,600.00	\$ 14,400.00
Program Insurances		1,500.00				\$ 1,500.00
TRANSPORTATION						
Van Leasing to own		1,500.00	1,500.00	1,500.00	1,500.00	6,000.00
Gasoline Van		1,000.00	1,000.00	1,000.00	1,000.00	4,000.00
4 Annual Field Trips		4,000.00				4,000.00
Miscellaneous Travel funds		1,000.00				1,000.00
TOTAL						\$ 70,000.00

Section V

Mandatory Documentation

Request for Contract Approval	
Request ID #	6423
Contract #	6523
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A1010 - Legislature
Date submitted	9/9/21
Contact person	Ford, Eric
Contact Phone	518-447-7789
Vendor	Baby Institute, Inc.
Estimated Amount	\$48,000
Estimated Term	9/20/21 - 12/31/21
Scope of Services	Baby Institute: Provision of a high school Youth Intern Program employing up to seven youths to support the Saturday programming and Parent Connections programs of the Baby Institute. Interns will be selected from target neighborhoods for Saturday program and the Parent Connection sessions. They will assist with the logistics of program set-up, meals and break-down and work with children as parents engage in program curriculum.
Budget Line Item	AA1010
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



HON. ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Hon. Bruce Hidley
County Clerk

Hon. Andrew Joyce
Chairman, County Legislature

FROM: Necole M. Chambers
Clerk of the Legislature

DATE: September 9, 2021

RE: Contract Nos. 6523 & 6524 for 2021

Attached is a request for awarding of two contracts for Albany County Youth Programs for youth under age twenty-one (21) years related to RFP 2021- 089. The Legislature is requesting Contract #6523 for the Baby Institute, Inc. for an amount not to exceed \$48,000, and Contract #6524 for the Team Esteem on the Hill Youth Empowerment Program, Inc. for an amount not to exceed \$60,000.

If you have any further questions or need additional information, please let me know. Thank you for your attention in this matter.

NMC/nc



ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

To: Karen Storm, Purchasing Agent

From: Andrew Joyce, Chairman
Albany County Legislature

Subject: RFP 2021-089 Youth Programs for Albany County Youth under Age Twenty-One (21) Years

Date: September 9, 2021

The Legislature's request for proposals for youth programs for Albany County residents returned a total of 9 proposals. Upon scoring and review of all the proposals, three proposals were disqualified based upon legal constraints attached to their funding requests. The proposals disqualified were those received from the Grants Streets Arts, Refugee and Immigrant Support Services Emmaus (RISSE), and Watervliet Civic Center organizations. Four proposals received from Gateway Sports & Pools, Inc., Girls on the Run, Inc., Hood's House of Hoops, Inc., and St. Vincent De Paul Church have been advanced for County Executive contracting and are currently in the Department of Law.

The Albany County Legislature is recommending the Contract Administration Board award the two remaining proposals to The Baby Institute, Inc. for a total not to exceed \$48,000 and Team Esteem on The Hill Youth Empowerment Program, Inc. for a total not to exceed \$60,000.

Please return a letter of concurrence so I may submit an award approval request to the Contract Administration Board for the upcoming meeting.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Andrew Joyce, Chairman
Albany County Legislature

FROM: Karen Storm *K. Storm*
Purchasing Agent

DATE: September 9, 2021

RE: RFP # 2021-089, Funding to Support Youth Programs for Albany County Youth under Age Twenty-One (21)

I am in receipt of your recommendation to award the aforementioned Proposals to The Baby Institute, Inc. in the amount not to exceed \$48,000.

I believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of The Baby Institute, Inc for an award.

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

RFP 2021-089 Submissions

Programs	Proposal	Proposal Amt.	Status	Contract Execution
Babyl Institute	Provides for a Youth Intern Program (Interns) supervised to cover costs of intern assistance with program setup, meals and break down, as well as work with children as interns engaged in program curriculum.	\$48,000.00	A	CAB
Gateway	Operation of Youth Swimming Program in Conoes for all ages and costs cover two- 8 week courses.	\$4,000.00	A	County Executive
Girls on the Run	To support youth programming and physical fitness opportunities for at-risk girl youths in the 3rd to 8th grade.	\$16,015.00	A	County Executive
Grant Street Arts	Capital improvement/space renovation at Grant Street location to provide a Media Training Center for youth ages 13 -18 years old.	\$39,338.00		Disqualified
Hood's House of Hoops	Supports a summer youth basketball league for Grades 2-6, and Basketball/life skills mentoring for youth 16-25 years of age.	\$9,600.00	A	County Executive
Refugee and Immigrant Support Services Emmaus (RISE)	Purchase of new furniture and freezer to support After-School/Summer Enrichment Program for refugee children.	\$10,000.00		Disqualified
St. Vincent De Paul	To support Day Camp operation from August 2- 6th for youth of all ages in the Pine Hills neighborhood of Albany.	\$3,240.00	A	County Executive
Team Stream (Remove Van)	For program operations expansion of intervention and restoration of justice programming for youth. Expansion of program address reformative justice component, and lease purchase of new 15 passenger van for increased transportation needs.	\$60,000.00	A	CAB
Waterlily Civic Center	Installation of air conditioning units to support youth programming at the center.	\$30,826.50		Disqualified
Total Request		\$221,019.50		

Programs	Proposal	Proposal Amt.	Score 1	Score 2	Score 3	Combined Score	Contract Execution
Baby Institute	Provides for a Youth Intern Program (7 interns). stipends are used to cover costs of intern assistance with program set-up, meals and break-down, as well as work with children as parents are engaged in program curriculum.	\$68,652.50	3.00	4.10	2.35	3.15	CAB
Gateway	Operation of Youth Swimming Program in Cohoes for all ages and costs cover two- 8 week courses.	\$4,000.00	3.05	4.10	3.05	3.40	County Executive
Girls on the Run	To support youth programming and physical fitness opportunities for at-risk girl youths in the 3rd to 8th grade.	\$16,015.00	3.80	4.00	3.20	3.67	County Executive
Grant Street Arts	Capital Improvement/Space renovation at Grant Street location to provide a Media Training Center for youth ages 13 -18 years old.	\$39,338.00	2.85	4.00	2.85	3.23	CAB
Hood's House of Hoops	Supports a summer youth basketball league for youth 16-25 years of age.	\$9,600.00	3.60	4.00	2.70	3.43	County Executive
Refugee and Immigrant Support Services Emmaus (RISE)	Purchase of new furniture and freer to support After-School/Summer Enrichment Program for refugee children.	\$10,000.00	3.80	4.25	3.40	3.82	County Executive
St. Vincent De Paul	To support Day Camp operation from August 2-6th for youth of all ages in the Pine Hills neighborhood of Albany.	\$3,240.00	3.15	3.50	2.95	3.20	County Executive
Team Esteem	For program operations expansion of intervention and restorative justice programming for youth. Expansion of program adds a restorative justice component, and lease purchase of new 15 passenger van for increased transportation needs.	\$70,000.00	2.30	4.00	3.05	3.12	CAB
Waterlilet Civic Center	Installation of air conditioning units to support youth programming at the center.	\$30,826.50	3.15	4.05	3.40	3.53	CAB
Total Request		\$251,672.00					

The Baby Institute Albany County Youth Program Proposal

Section I: Title Page & Table Of Contents

County Of Albany, RFP # 2021-089; due: July 1, 2021
Funding to Support Youth Programs for Albany County Youth Under the Age of
Twenty-one (21) Years

Proposer: Baby Institute, Inc.
301 Washington Ave.
Albany, New York 12206
Phone: (518) 275-0752
Contact person: Noelene Smith, MSW, Executive Director

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Section II: Qualifications/Experience of Proposer & Resumes

Qualifications & Experience:

Over the last decade, the Baby Institute has introduced and implemented programming focused on root causes of disparity aimed at serving families in the minority and underserved communities of Albany. The Baby Institute (BI) has been a leader in generating new understanding and sharing insights around what is needed to make a child ready to learn in the early developmental years and achieve success throughout their school career. Education is a proven ladder out of poverty and a path to a promising future yet by the time they enter school, low income children have a fraction of the vocabulary of more affluent children, and they are less school ready overall, a factor that hampers achievement in later years. This unfortunate trend persists in BI's service areas of Arbor Hill, West Hill and the South End.

The Baby Institute (TBI) is the first step in the "cradle to career pipeline", the model adopted by the Albany Promise under the auspices of the New York State University at Albany. Launched in 2010 and designed after the Harlem Children's Zone Baby College, the Baby Institute is, at its core, an education program for parents of children ages 0-3 years that seeks to empower them to "become their child's first teacher and primary advocate." In the targeted urban communities within the city of Albany, only 25% of pre-school aged children are enrolled in early learning programs; by kindergarten enrollment only 3% of these children are prepared for academic success. Further, Albany SED's data on third and eighth grade ELA assessments confirms the educational disparities between white and affluent households and poor and minority ones.

In the course of program implementation, TBI also incorporates local youth (ages 14-19) to assist with program logistics and curriculum. While parents are engaged in interactive learning exercises with qualified educators, the children, including older siblings, are given age appropriate literacy-based learning experiences. A key component of the program are the Youth Interns who work directly with each child. These interns are provided with training to work with the children and are drawn from the local service area communities and may have come up through the program itself. These paid interns are high school students who acquire valuable skills and work experience, while assisting both children and parents in their learning experience.

TBI affords opportunities for low income families to learn from and interact with experts and from one another. The key focus is to promote learning in the earliest (0-3) years of life, a period of tremendous growth in all areas of a child's development. Under the guidance of Noeleen Smith, MSW, founder and executive director, and an active talented board of directors and a skilled broad advisory group, BI employs a strategic, multi-pronged approach that increases the literacy, numeracy and language skills of children in their critical early development. The School of Social

Work through its Center for Human Services Research at the University of Albany has consistently tracked TBI's promising results.

A number of university-based research studies including a study published in the *Review of Economics and Statistics* have shown that good parenting, especially in a child's earliest years, can have an even more powerful influence on students' academic performance than the schools they attend and the opportunity for our interns to experience this curriculum firsthand can be a powerful tool in breaking the cycle of insufficient early childhood literacy in Albany's most challenged neighborhoods.

The Baby Institute is a 501(c)3 has deep roots and substantial trust within the neighborhoods in which we work and is qualified and certified to do business as a nonprofit in New York State for over 10 years. Current and past funders include the Community Foundation of the Greater Capital Region, the City of Albany, the United Way of Northeastern New York, Albany Medical Center and the Rubin Foundation, among others.

Resumés:

Please see the following documents for individual resumés of the following staff members:

- Noelene Smith; Executive Director
- Samantha Hicks; Administrative Assistant

TBI utilizes a pool of instructors that operate on a contract basis and rotate between sessions as availability allows. Due to Covid-19, the availability of those instructors is in flux as vaccinations rollout and child/family care resumes. We are working at confirming the availability of our upcoming instructors and will provide resumés as soon as we are able.

Noelene F. Smith, MSW

869 Lancaster Street, Albany, New York 12203 • (518) 489-2838 • nsmith004@nycap.rr.com

EDUCATION

University at Albany, State University of New York
Master of Social Welfare-Management - 1983

University at Albany, State University of New York
Bachelor of Science, Social Welfare and African-American Studies - 1983
Minor in Psychology

EXPERIENCE

Executive Directive Director
The Baby Institute Inc.
January 2009-Present

Intensive Case Manager
NYS Office of Mental Health, Capital District Psychiatric Center, Albany, New York
June 1989 - January 2010

Duties include:

- coordinating the intake and assignment of cases;
- advocating for clients diagnosed with chronic mental illness living independently in the community;
- facilitating discharge planning from inpatient services;
- monitoring services and maintaining linkages between service providers;
- developing and maintaining active working relationships with other human service agencies who provide services to assigned clients;
- advocacy of systems which would not otherwise be available to chronically mentally ill clients;
- providing community evaluation and support to other clinical providers;
- on-call coverage for team caseload during non-office hours and weekends;
- crisis intervention.

Staff Social Worker
Albany County Mental Health Clinic, Mobile Crisis Team, Albany, New York
June 1985 - June 1989

Duties included:

- providing on-site, rapid assessment of crisis situations for persons in mental and emotional distress;
- facilitating and monitoring follow-up services and maintaining linkages between appropriate service providers and clients;
- providing training and consultation to police agencies and private citizens on managing crisis situations.

Research Assistant
NYS Department of Social Services, Albany, New York
September 1984 - June 1985

Duties included:

- reviewing publications and source data for required performance data;
- presenting information in tabular form and creating written reports from raw data.

- preparing checklist survey instruments for verification of local district office compliance with NYS DSS regulations;
- preparing work plans with analyst staff related to collection of data on County Social Service operations.

COMMUNITY ADVOCACY

Member of the NAACP Education Committee – ensuring that the Albany City School District remains cognizant of the educational needs of urban youth.

Founding Member of Community United for Quality Education – bringing community leaders together to address youth education needs.

Founding Member of Parent Youth Advocacy Group – designed to educate parents on how to ensure a quality, culturally conscious and academically sound school system.

Founding Member of Youth Task Force – organizing on behalf of urban youth around violence and education.

Founding Member of PAUH (Positive Access to Home) – collaborative partnership between parents, community leaders and the Albany Police Department to prevent incidents of violence by providing a safe corridor home for students at Philip Livingston Magnet Academy.

REFERENCES

Available upon request.

Samantha A. Hicks

384 Snyder's Corner Rd. Averill Park, NY 12018
shicks@albany.edu, ph:914.204.3766

Credentials and Education

Rockefeller College of Public Affairs and Policy, University at Albany, Albany, NY
Candidate, Master of Public Administration (Certificate level complete); expected May 2021

U.S. Coast Guard Certification
500-ton Ocean Master Merchant Mariner License; since 2005

Lehigh University, Bethlehem, PA
Bachelor of Arts, Government; 1993

Experience

The Baby Institute; Albany, NY
Administrative Assistant, part-time
January 2020 – present

- Execute basic administrative tasks including, but not limited to phone reception, file reorganization – paper and digital, fundraising mailing and follow-up, meeting minutes.
- Grant application drafting and submission
- Supervision of youth employees for parent/child literacy program

Beaches Cooperative Playschool; Toronto, ON
President, Executive Committee,
August 2013 – July 2014

- Managed financial, personnel, programming and compliance issues as volunteer director of parent-run preschool.
- Navigated school through a challenging period of transition involving severe budgetary constraints and personnel restructuring.

Hudson River Sloop Clearwater, Inc.; Beacon, NY
Senior Captain, May 2008 – May 2010
Captain, September 2000 – February 2005

- Ensured safety, U.S Coast Guard compliance and vessel maintenance of a nationally acclaimed historic sailing ship that pioneered environmental and experiential education.
- Hired, recruited, and trained hundreds of crew, volunteers and entry-level captains in shipboard operations and hands-on teaching methods.
- Managed ongoing and capital projects, collaborated on development and outreach
- Expanded and improved vessel operations in logistics, development and educational

programming and professional platforms.

Rocking the Boat; Bronx, NY
Co-Director, Maritime Education
September 2006 – July 2007

- Crafted maritime and marine science curriculum in collaboration with environmental science director for expansion of award-winning after-school boat-building program empowering youth in the South Bronx.
- Managed and taught innovative STEM-based hands-on rowing and sailing program with high school aged students and student assistants.

Windward Isles Sailing Co.; Lunenburg, NS
Chief Mate, Barque Picton Castle
April 2005 – July 2006

- Engaged in sail training and cargo delivery in the Caribbean Sea, South Pacific, Indian and Atlantic Oceans for 13-month world voyage.
- Managed daily shipboard operations as second in command to Captain aboard 230-ton square-rigger on world circumnavigation with 12 professional crew and 35 trainees
- Coordinated safety inspections, emergency procedures, around-the-clock deck watch assignment and management, vessel maintenance and navigation.

Skills

- Computer:
 - Proficient in MS Word, Excel, Powerpoint
 - Experience with MS Access
 - Comfortable with social media
 - Language: Fluent in French
-

Section III: References

References:

The Baby Institute is a unique program with no similar type programming being offered by other agencies. We are providing references below in the form of:

- Testimonials from Baby Institute program participants;
- Statements of support/interest from funders and advisory council members;
- and a reference letter from The Wizard's Wardrobe, a peer organization with whom TBI often collaborates that engages in tutoring with older students in our target neighborhoods.

Parent Testimonials:

Ashica Miles enrolled herself and her son Logan in the program to learn how to help her son develop academically as well as socially and emotionally. She discovered ways to enhance her parenting techniques and communication skills with both Logan and his younger sister Sadie.

"Academically he continued to progress and socially, he blossomed."

Logan was reading at fourth grade level in kindergarten and has been at the top of his class since starting school.

Samantha Davis attended the Saturday program to refresh her parenting skills when her daughter was only 5 months old. Follow up with the family found early success academically and socially;

"My five-year old daughter is reading at a second-grade level and is very happy, loving, funny, polite easy-going and outspoken."

Joni Harris is a parent who participated in the program for two and a half years and states;

"My daughter's passion for books was ignited by the Baby Institute."

Statements of support:

Ellen Sax, Advisory Council member and Senior Leader of Community Engagement, MVP Healthcare.

“We know that becoming a parent under any circumstance can be overwhelming, but for those with limited income or living in poverty, the lack of resources only magnifies the stress. The value of the Baby Institute is that it provides those much-needed resources and support as well as practical skills that can help parents become their child’s first teacher and their strongest advocate. We know that education is an exit-door from poverty – giving parents invaluable support will enable them to help their child succeed in school – and give their child access to that door.”

John Eberle, President and CEO, Community Foundation for the Greater Capital Region

“We are proud of our work with the Baby Institute. Since 2009, we have helped support its efforts to expand programs to serve more families, add staffing resources and purchase much-needed program supplies.”

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Funding to Support Youth Programs for Albany County Youth Under the Age of
Twenty-One (21) Years
RFP Number: 2021-089

Total Funding Requested (Lump Sum): \$68,652.50

COMPANY: The Baby Institute Inc.

ADDRESS: 301 Washington Ave

CITY, STATE, ZIP: Albany, NY 12206

TEL. NO.: 518 491-7782 or 518 275-0752

FAX NO.: _____

FEDERAL TAX ID NO.: 37-1781615

REPRESENTATIVE: Norlene Smith

E-MAIL: Nsmith.babyinstitute@gmail.com

SIGNATURE AND TITLE: Norlene Smith

DATE: 6/29/21

Section VI: Mandatory Documentation

Please see attached signed and notarized documents, Attachments A-D, as well as Certificate of Liability Insurance and additional instructor resume.

Section V: Cost Proposal (See attached Cost Proposal Form)

Personnel

Executive Director: In kind	
Program Assistant	\$ 15,000.00
Youth Interns (7 @ \$12.50/hr) :	
TBI program	
5 hrs. x 27 sessions	\$ 11,812.50
Parent Connections	
3 interns 3 hr x18 sessions	\$ 2,025.00
Financial program	
x 80 hrs.	\$ 7,000.00
Driver(1 @ \$14.00/hr):	
TBI Saturday program	
7hr x 27 sessions	\$ 2,646.00
Parent Connections	
4hr x18 sessions	\$ 1,008.00
Fringe	\$ 3,250.00
Content instructors (1 per session @ \$150)	
TBI Saturday program	
27 sessions	\$ 4,050.00
Parent Connections	
18 sessions	\$ 2,700.00
<i>Total All Personnel</i>	<i>\$ 49,491.50</i>

OTPS

Food for Saturday, bi-weekly sessions	\$ 8,800.00
Children supplies \$5 x 27 x 20	\$ 2,700.00
Parent supplies \$5 x 18 x 30	\$ 2,700.00
Gas	\$ 1,230.00
Office Supplies	\$ 1,400.00
Insurance	\$ 2,331.00
<i>Total OTPS</i>	<i>\$ 19,161.00</i>
Total Cost Proposal	\$ 68,652.50

personal needs such as college application. In addition to these efforts, each intern will receive up to two weeks (80 FTE) of age-appropriate financial literacy programming through programs like Albany's Ready, Set, Goal! Taken together, this internship programming will serve as its own empowerment tool to better prepare these young people for creating a healthy, literacy-focused family of their own families well ahead of time and, as stated above, help break the cycle of under-performance.

Section IV: Plan Implementation

The Baby Institute operates three components of programming:

- The Saturday program for children and parents operates during the school academic year. This core program is delivered in three nine week segments scheduled between October to June, taking place at Giffen Elementary School. Each segment serves up to forty participants, including children and parents. Families come from Arbor Hill, West Hill and the South End. Curriculum for each session covers topics including reading, brain development, discipline, anger management for parent and child, child/family nutrition, effective techniques for transforming a child's natural curiosity into school readiness, home-school bond, support of student achievement, and support of parent efforts and achievements. The 9-week program provides door to door transportation and 3 hours of interactive parenting classes and includes breakfast and lunch.
- The second component is Parent Connections, bi-weekly supportive sessions. Based on the concept of "it takes a village to raise a child", these programs bring past and present TBI parents together to build a supportive network of trusted relationships which reinforce the Saturday program for parents and literacy efforts for the children.
- The third component, most relevant to this RFP, is the high school Youth Intern program:
 - Expectations: Up to seven Youth Interns from the target neighborhoods are engaged for the Saturday program and the Parent Connection sessions, where they assist with the logistics of program set-up, meals and break-down and work with children as parents engage in program curriculum. Interns receive an hourly stipend and are trained in the various aspects of the program, including the differing levels of childhood literacy from toddler to early reader, theory and practice of learning-through-play, and coping mechanisms for difficult behavior for the children they work with and for themselves as caregivers. Interns are given a work schedule for the 9-week session and expected to arrive on time and ready to work, supervised by the Program Assistant and Executive Director.
 - Outcomes: Consequently, TBI interns not only develop professional work habits but gain many lessons of the program's core curriculum, all while practicing literacy and childhood development skills and receiving valuable work experience. TBI also works with the interns on their own academic needs and helps with

Reference Letter, Wizard's Wardrobe:



June 29, 2021

To whom it may concern:

Since 2010 the Baby Institute has been not just a provider of needed services to young children and their parents, but just as importantly a steady presence in the not-for-profit community.

There is a natural connection between the Baby Institute and the Wizard's Wardrobe. They work to increase the literary and language skills of children ages 0-3 by working with their parents to ensure those children enter school ready to learn. The Wizard's Wardrobe works with students in first to fifth grade to ensure they are proficient readers. Their level of service to an underserved population impacts not just the family, but the community at large by preparing future generations for success.

In like manner, Noelene Smith is a 40 year plus veteran in the battle for equity and equal access to services. She is a knowledgeable and generous collaborator that elevates the performance not just of the Baby Institutes, but any organizations with which she partners.

The Baby Institute speaks with the authentic voice of an organization connected to the people they serve. Their practical approach is grounded in meeting the needs of people who often have no viable voice of their own. The Baby Institute and Noelene are their voice and support.

Any funding granted to the Baby Institute are funds well invested. We support their request wholeheartedly.

Sincerely,

Douglas Blancero
Executive Director

Request for Contract Approval	
Request ID #	6411
Contract #	6511
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A3150 - Correctional Facility
Date submitted	8/19/21
Contact person	Lyons, Michael
Contact Phone	(518) 869-2741
Vendor	ACCESS ANVIL
Estimated Amount	\$90,000
Estimated Term	UPON COMPLETION
Scope of Services	VENDOR WILL PROVIDE EMERGENCY REPAIRS TO ONE OF OUR GATES AND FURNISH AND INSTALL MINI-MESH SWING GATES AND OTHER CRITICAL REPAIRS
Budget Line Item	AA3110
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature

21-29

2021 REQUISITION

8/18/21

VENDOR ACCESS ANVIL

QUANTITY

EMERGENCY REPAIRS TO RAZOR
WIRE & GATE AT CORRECTIONAL
FACILITY

90,000.00

TOTAL

90,000.00

GENERAL LEDGER SUMMARY

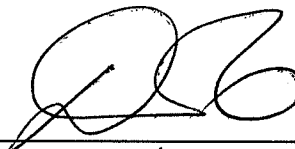
A93110.44049

90,000.00 ENCUMBRANCE # 2077133

DELIVER TO: ALBANY COUNTY CORRECTIONAL FACILITY
840 ALBANY SHAKER ROAD
ALBANY NY 12211

CONTACT

AUTHORIZED BY:



DATE:

8/19/21



Prepared For:

Mark Porto
Albany County Jail
840 Albany Shaker Rd.
Albany, NY 12211

Prepared By: Jennifer Wilcox

518-383-0500

Email: jwilcox@accessanvil.com

109 General Fellows Road, Greenwich, NY 12834

www.accessanvil.com

We are pleased to provide this Quotation contract on the above mentioned project. Our prices are predicated upon receipt of the entire order. Contractor to verify and confirm order quantities. Quote is valid for a period of 5 days.

Project Description:

Emergency Repairs to Include:

replacing and relocations Swing direction of the store room swing gate, furnishing and installing mini-mesh swing gates and other miscellaneous critical repairs

For the Lump Sum Price of

\$90,000.00

Our Pricing Includes:

- Pricing is predicated upon receipt of the entire order.
- Scope of work defined in narrative above
- Normal working hours M-F from 7 am-4 pm

Our Price Excludes:

- Union labor
- Electrical scope of work
- Painting
- Patching
- Retainage
- Taxes, permits, professional design and engineering services
- Performance and payment bonds
- Survey
- Maintenance and protection of traffic
- Core Drilling
- Clearing and grubbing
- Grounding
- Fence Maintenance
- Signs
- Locks
- Final restoration
- Winter Weather Conditions (snow and ice removal)
- Fence Removal

Lead Time: 4-6 Weeks



Terms of the Agreement: 30% deposit at time of signing purchase order. Net 30 at receipt of invoice and subject to approval of Access Anvil Corp credit department. In addition to the amount above, there will be a finance charge at the rate of one and one-half percent (1 ½%) per month on all balances over thirty (30) days old. Customer agrees to pay reasonable attorney fees in the event that any balance due after thirty (30) days is referred to an attorney for collection. Access Anvil Corp may withhold future shipments and/or work due to invoice payments being past due.

If you should have any questions regarding this proposal, you may reach me by any of the following means:

Phone: (518) 383-0500
Mobile: (518) 955-0177
Email: jwilcox@accessanvil.com

Sincerely,
Jennifer Wilcox
Access Anvil Corp

AGREED AND ACCEPTED THIS ____ Day of _____, 20____

Accepted By	
Printed Name	
Position	
Company	
Date	
Purchase Order	

Terms and Conditions:

GENERAL: By signing the front side of this quotation/contract form, the customer agrees to be bound by these terms and conditions. Prices quoted are based on a standard Monday through Friday, 40-hour workweek one shift operation. Compressed schedules that require overtime will carry a labor surcharge, agreed upon prior to starting production.

TAXES: Customer agrees to pay Sales or Use Tax unless exempted there from as indicated by a formal tax exempt certificate forwarded to Access Anvil at the time of order placement. Currently, we have excluded all taxes in our quotation contract.

BONDS: Prices quoted do not include the cost of a material supply bond. If such should be required the Customer will pay all costs associated with such bond requirements. On any project where the customer is required to provide a labor and material and/or payment bond to the owner, the customer shall provide Access Anvil with a copy of such bond at the time of order placement.

CREDIT: Manufacture, shipment and delivery of product shall be subject to approval of Access Anvil Credit Department. Notwithstanding any other remedies, Access Anvil may at any time decline to manufacture any product or make any shipment except upon receipt of payment or other security or upon terms and conditions satisfactory to the Credit Department. Access Anvil required 35% down payment at receipt of the executed Purchase Order.

WARRANTY: 1 year on workmanship and manufacturer's warranty on equipment. Any material that needs to be replaced due to the malfunction of manufacturer supplied equipment, Access Anvil will charge a fee of \$175 to arrive on site and \$90/hour to replace parts that are deemed faulty. If failure is caused by Access Anvil's installation, then there will be no charge within the one year period from which the project is considered complete (date to be designated by owner and Installation Company).

LIMITATION OF LIABILITY; INDEMNIFICATION: Access Anvil assumes no responsibility or liability for Customer's lost profits, good will, or any other general, special, incidental or consequential damages. Customer further agrees to indemnify Access Anvil and its parent company as to any liability for personal injury or property damage that may result from the negligence of the Customer or any of the Customer's agents or employees or anyone for whose acts the Customer is responsible. By accepting this quotation/contract, the Customer agrees to hold Access Anvil harmless from any such liability.

ESCALATION: If, during the performance of this contract, the price of materials significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. As used herein, a significant price increase shall mean any increase in price exceeding 10% experience by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of the

contractor, as a result of the shortage or unavailability of materials, contractor shall not be liable for any additional costs or damages associated with such delays.

UNFORSEEN CONDITIONS: Reasonable additional, unexpected costs directly related to an existing, concealed condition that may be revealed during construction, shall be the sole responsibility of the Customer. Further, Access Anvil Corp. shall not be held responsible for reasonable delays caused by such conditions.

FORCE MAJEURE: Neither party will be liable for any failure or delay in performing obligation under this Agreement that is due to any of the following clauses, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts of omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

DISPUTES: Any dispute relating to the interpretation or performance of this quotation/contract shall be resolved at the request of either party through binding arbitration in accordance with the rules of either the American Arbitration Association or the State of New York. Judgement of any award determined by the arbitrators may be entered in the appropriate court having jurisdiction, subject to the following venue provisions. In the event that arbitration or litigation is commenced, the prevailing party shall be entitled to reimbursement from the other party for the costs and expenses incurred, including reasonable attorneys' fees. Any arbitration or litigation shall be a venue in the County of Washington, State of New York, or in the United States District Court, Northern District of New York.

ASSIGNMENT: Neither party shall assign or transfer this quotation/contract without written consent of the owner.

NONWAIVER: The waiver of Customer of any of its rights under this purchase order in any one or more instances shall not constitute a waiver by Customer of any other rights hereunder or of such rights on a future occasion.

GOVERNING LAW: The terms and conditions of this order shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New York.

SEVERABILITY: Each provision of these terms and conditions is severable and distinct from, and independent of, every other position hereof. If one provision hereof is declared void by a court of law, the remaining provisions shall remain in effect.

☐ **LAW ENFORCEMENT**

Request for Supplies and Equipment

Date _____

Date _____

Date _____

Quantity Required	Description	Vendor
1	Emergency Repairs to RAZOR work + gate of facility	Access Anvil 109 General Fellows Road Corlenwich, NY 12834 #518 383-0500
	\$90,000.00	
	CC #99000	
		ENC # 22077133
		A93110 44049
	<i>Michael J. Z...</i>	<i>Chummons</i>

Authorized Signature

ACC-02 (10/93)

Request for Contract Approval	
Request ID #	6401
Contract #	6501
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	N) None
Department	3140 - Probation
Date submitted	8/13/21
Contact person	Connors, William (Probation Dept)
Contact Phone	518-487-5194
Vendor	St Anne Institute
Estimated Amount	\$63,000
Estimated Term	6/23/2020 - 6/22/2021 plus two additional years in consecutive one year intervals.
Scope of Services	Provide respite care and services to Raise the Age Youth for brief and temporary care and supervision.
Budget Line Item	AA3140
Fiscal Impact	County 0.00%
	State 100.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
County Executive

**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountyny.com

WILLIAM CONNORS
Director

COLLEEN BRESLIN
Deputy Director

LORI HAGGERTY
Principal Probation Officer

August 19, 2021

Albany Contract Board:

Hon. Daniel P. McCoy, County Executive
112 State Street, Room 1200
Albany, NY 12207

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

Hon. Bruce A. Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, NY 12207

Re: St. Anne Institute Contract renewal

Dear Sirs:

Please consider this request for Contract renewal with St. Anne Institute to provide respite services for Probation Raise the Age youth. This service is authorized by New York State Executive Law recently enacted raising juvenile delinquency to 16 and 17 year old youth. Respite is used as an alternative to detention for youth whose risk level may not reach the level needed for detention but for other reasons it is not possible for them to return home while their juvenile delinquency/adolescent offender matter is pending in Court.

Thank you for your consideration.

Sincerely,

William Connors
Director

WC/km

AGREEMENT
BETWEEN THE
COUNTY OF ALBANY
AND
ST. ANNE INSTITUTE

Contract No. 5567 of 2020

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter the "County"), and St. Anne Institute, with a principal address located at 160 North Main Avenue, Albany, New York 12206 (hereinafter called the "Contractor"). The Contractor and the County may collectively be referred to as the "[P]arties," or either as the "[P]arty."

WITNESSETH:

WHEREAS, the County (through its Department of Probation) has a need for a Contractor to provide respite care services as defined in 18 NYCRR 435 to youths in need of such care for Raise the Age ("RTA") youth; and

WHEREAS, the County has issued a request for proposals for such respite care services, said request having been denominated as RFP #2020 -041, and having been issued by Probation through the Albany County Purchasing Division on February 20, 2020 and published on February 27, 2020 (hereinafter called the "RFP"); and

WHEREAS, the County has issued an addendum to the RFP on March 10, 2020 (hereinafter called "Addendum #1"); and

WHEREAS, in response thereto, Contractor has submitted a proposal on March 23, 2020 to provide the requested respite care services for Probation (hereinafter called the "Contractor's Proposal"); and,

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid respite care services as the lowest responsible bidder; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents shall consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; Addendum #1, which is incorporated by reference and made a part hereof; and the Contractor's Proposal, which is incorporated herein by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve each discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addendum #1; 3) the RFP; and 4) the Contractor's Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide respite care and services, as defined in 18 NYCRR 435 as the provision of brief and temporary care and supervision of children and youth for the purpose of relieving parents of the care of such children when the family needs immediate relief in order to be able to maintain or restore family functioning for the County's Department of Probation (hereinafter, the "Department"). Such services will include, but are not limited to:

2.1 The Contractor, either directly or through an authorized representative, shall comply with and provide all services, including, but not limited to those services set forth in Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (18 NYCRR Parts 404 and 423), (8 NYCRR Part 435), and Title 14 New York Codes, Rules and Regulations.

2.2 The Department, or its designee, shall be responsible for determining the eligibility of youth for respite services to be purchased by the Department and shall serve as the gatekeeper and approver for all authorizations, reauthorization, and subsequent closings of respite services. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Office of Children and Family Services.

2.3 It is the County's expectation that all eligible referred youth are served by the Contractor. The Contractor shall specify any exclusionary criteria related to the youth or family functioning or cooperation, the discharge criteria for respite services, and the program enhancements that will be implemented during summer and school vacation weeks.

2.4 The Contractor shall be responsible for completing comprehensive background inquiry on any employees, which includes but is not limited to NYS State Central Registry Clearance, NYS Justice Center, and criminal background inquiry via fingerprinting. Such

background inquiries shall be in compliance with New York State Office of Children and Family Services.

2.5 The County, or designee, shall be responsible for authorizing the provision of respite services and approving youth's eligibility.

2.6 The Contractor and the County shall cooperate in the collection and exchange of data to facilitate service planning.

2.7 The Contractor will not issue any case specific reports or letters of recommendation without **prior review** by the County.

2.8 The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law. The Contractor agrees to notify the County of reports of suspected child abuse or maltreatment of a youth and family receiving respite services. The Contractor is required to report any incidents of injury to children or situation that placed a child at risk of harm to the Department immediately following the incident. The Contractor must comply with all Justice Center reporting requirements.

2.9 The Contractor is responsible for completing and submitting a monthly report to the County or designee within five (5) business days following the end of the month. The Contractor will also need to submit to the County an Annual Report per Program Area to be incorporated with the Department's quality assurance processes. Such Annual Report will also be agreed upon during contract development.

2.10 All Respite Program and PR materials (such as brochures, flyers, etc.) must be approved by Albany County, include the Albany County seal, and must state the program is funded, at least partially, by Albany County Department of Probation.

2.11 The Contractor needs to clearly outline the Intake process for respite services. The Intake process must include the following written information from the parent/guardian:

- Name and telephone number of the child's physician or medical service provider;
- Instructions or actions to be taken in case of an emergency;
- Authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the child's parent(s)/guardians, and if such parent/guardian is absent from the home during respite service, instructions how to contact the parent/guardian; and any necessary instructions regarding the child's care;
- Any and all allergies the youth has;
- Consent, and physician orders for any medication which is to be dispensed to the youth during programming

The Contractor will specifically identify the process by which prescribed medication would be administered to youth during programming and the minimum credentials of the professional(s) who will be dispensing such prescribed medication.

The Contractor shall identify how youth will be transported by the Contractor to and from any center-based respite program, any limitations on who will and can provide such transportation, as well as who will be providing supervision of youth during such transportation.

2.12 The Contractor shall provide a respite services program founded on best practice principles, specifically:

- The program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention;
- The program and Contractor shall demonstrate cultural competence;
- The program shall focus on safety, permanency and well-being of the child in respite and his-her family;
- The program should promote positive youth development;
- The Contractor shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, youth services including compliance with State and Federal rules and regulations

2.13 The Contractor will provide a respite care and services for which are defined in 18 NYCRR 435 as the provision of brief and temporary care and supervision of children and youth for the purpose of relieving parents of the care of such children when the family needs immediate relief in order to be able to maintain or restore family functioning. Respite services are being sought specifically for Raise the Age (RTA) youth. The youth in need of such respite services may likely have special needs related to abuse or neglect, mental health issues, substance abuse, chronic medical issues, behavioral issues and/or historical criminal behavior.

2.14 The Contractor, in conjunction with the County, will work quickly to get the youth and family reunited. County and Contractor will communicate daily with each other and keep fully informed of all developments. Contractor will be responsible for coordinating a discharge-planning meeting, and the Probation Officer will make every attempt to attend this meeting, as schedules permit.

2.15 As part of discharge planning, the County and Contractor will evaluate the need for ongoing services. County will make the appropriate prevention referrals or referrals to services in the community should such be warranted.

2.16 Contractor shall provide availability of Crisis Overnight Respite Services twenty (24) hours a day, seven (7) days a week. The proposed Crisis Overnight Respite services program for this designated population shall provide for:

- Crisis intervention services: clear specification as to what the protocol will be if a youth experiences a crisis while on respite and the expectations of the parent/guardian by the program related to such crises;
- Referral: coordination with the Albany County Probation Department and the Albany County Department for Children, Youth, and Families and its designees, both in referral protocol at intake and in subsequent involvement

ARTICLE 3. COMPENSATION

The Contractor shall assess the County a per diem rate of ONE HUNDRED SEVENTY TWO AND 60/100 (\$172.60) DOLLARS for all individuals receiving respite care services from the Contractor. The County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY THREE THOUSAND AND 00/100 (\$63,000.00) DOLLARS (U.S. CURRENCY) as completion for all goods and services rendered under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Claim Form, plus all supporting documentation, to the Albany County Department of Probation, and acceptance by the County of the Claim Form. Such Claim Forms and supporting documentation shall be submitted on a quarterly basis.

ARTICLE 5. TERM OF AGREEMENT

The Term of this agreement shall commence on execution and continue in effect for one (1) year. At the end of this initial one (1) year term, the Parties may renew this Agreement for two (2) additional years, in two (2) consecutive one (1) year intervals. Renewals of this Agreement shall be dependent on renewal of all of its terms; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF THE AGREEMENT; REMEDY FOR BREACH

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

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

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. NO WAIVER OF PERFORMANCE

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

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 25. EXTRA WORK

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

ARTICLE 26. MISCELLANEOUS PROVISIONS

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

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

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

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

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

ARTICLE 27. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof.

[The Rest of This Page Left Intentionally Blank]

ARTICLE 20. HEADINGS—CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 23. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

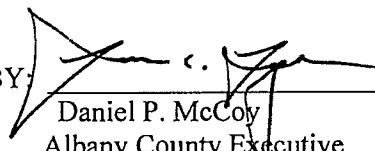
ARTICLE 24. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the

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

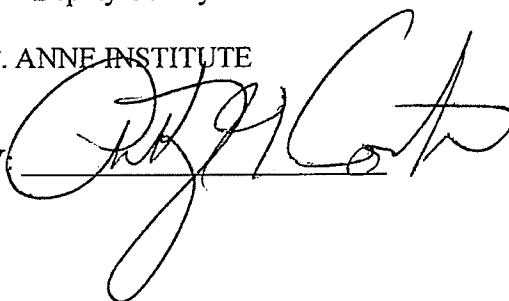
COUNTY OF ALBANY

DATED: 6/23/2020

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

ST. ANNE INSTITUTE

DATED: 5/28/2020

BY: 

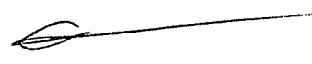
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

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

NOTARY PUBLIC

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

On the 23rd day of June, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

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

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

On the 28th day of May, 2020, before me, the undersigned, personally appeared Anthony G. Coetese 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.

Diane T. Malecki
NOTARY PUBLIC



SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

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

SCHEDULE B

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 CONSULTANT/CONTRACTOR 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 Consultant/Contractor, St. Anne Institute.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Probation 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 Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall commence upon execution and continue for one (1) year. 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 Schedule B, 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 Schedule B, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. Survival – The respective rights and obligations of the Business Associate with regard to this Schedule B 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 Schedule B are hereby incorporated into the Agreement between the parties hereto.

Request for Contract Approval	
Request ID #	6428
Contract #	6528
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	N) None
Department	A7410 - Recreation Department
Date submitted	9/10/21
Contact person	Flynn, John
Contact Phone	5186557947
Vendor	All American Sports Recreation
Estimated Amount	\$30,000
Estimated Term	10/17/2021- 11/4/2021
Scope of Services	Flag football for our youth for 4 Municipalities
Budget Line Item	AA7410
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

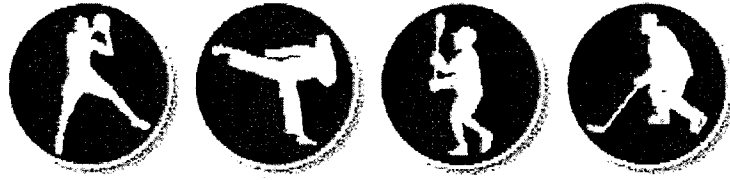
For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



ALBANY COUNTY DEPARTMENT OF
RECREATION

Daniel P. McCoy
Albany County Executive

Craig D. Apple Sr.
Albany County Sheriff

John J. D'Antonio
Commissioner

September 1, 2021

Honorable Daniel P. McCoy
Albany County Executive
112 State St, 12th Floor
Albany, NY 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Honorable Bruce Ridley
Albany County Clerk
Albany County Courthouse
15 Eagle St, 1st Floor
Albany, NY 12207

Dear Messrs. McCoy, Joyce, Ridley,

The Albany County Department of Recreation requests approval to contract with All American Sports Recreation to perform skills and drills in Watervliet, Bethlehem, Coeymans and Green Island. The programs are from September 17, 2021 until October 28, 2021. Two RFPs were conducted however due to no respondents, the Department of Recreation was able to secure All American Sports Recreation as a viable vendor.

Should you have any questions, please don't hesitate to contact me.

Commissioner John D' Antonio



Request for Contract Approval	
Request ID #	6422
Contract #	6522
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	S) Sole Source (please attach sole source letter)
Department	NH6020 - Nursing Home
Date submitted	9/8/21
Contact person	Slatky, Larry
Contact Phone	15182138940
Vendor	ARJO, Inc.
Estimated Amount	\$37,000
Estimated Term	10/1/2021 - 9/30/2026 - 60 months
Scope of Services	To provide preventative maintenance and repairs as may be necessary to ARJO equipment, that includes, Sara Flex, Sara Plus, Sara 3000 and Parker Tub.
Budget Line Item	NH6020
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

TO: The Honorable Daniel P. McCoy
 Albany County Executive

 The Honorable Andrew Joyce
 Chairman, Albany County Legislature

 The Honorable Bruce Hidley
 Albany County Clerk

FROM: Larry Slatky
 Executive Director,
 Shaker Place Rehabilitation and Nursing Center.

DATE: September 8, 2021

SUBJECT: ARJO

Shaker Place Rehabilitation and Nursing Center respectfully requests the approval to enter into a service/maintenance agreement with ARJO. This agreement will be for a sixty (60) month period for a not to exceed amount of \$37,000.00 for the five (5) year period.

ARJO is the sole source company, since they are the only provider that can work on their equipment. This contract will be in addition to the current agreements with ARJO, who will be responsible to maintain our lifters and equipment.

We respectfully request approval of this service contract. Thank you for your consideration.



44070



Performance Assurance Agreement

PHD, Medical Beds and Stretchers

Performance Programs – See Terms and Conditions on reverse side for details

Includes:

- One Scheduled Annual Preventive Maintenance Inspection
- Repair Service Calls- Spare parts, travel and labor to return equipment to standard operating condition.
- Preventive Maintenance Inspection and Repair Service Call Hours (8AM-5PM – weekdays), excluding national holidays.
- Includes all technician-supplied/ordered authentic Arjo Inc. spare parts.
- Labor and travel included for installation of any authentic Arjo Inc. parts during Preventive Maintenance and Repair Service Calls
- Includes sling inspection on reusable slings (Applicable on ceiling, active, passive and sit-to-stand patient lifts)
- Compliance Documentation

Sales Representative Jeff Broecker

Sales Person Signature Jeff Broecker

Contract Conversion SO#

Payment Preference – Billable in Advance of Services Rendered.
Initial One:

Purchase Order No.

Agreement START Date 8/1/2021 Length of Contract: 1 Year(s)

Agreement END Date 7/31/2023 Auto-Renew? *Yes / No
Circle One and Initial Here

Customer Account # 2221464

Facility Name

Shaker Place Rehab and Nursing Ctr

Ship To Address

100 Heritage Lane

Albany NY 12211

Full Contract All years billed upfront	Annual Billed 1 time per Year	Semi – Annual Billed every 6 months	Quarterly Billed every 3 months
	<u>\$4,165</u>		

*Contract automatically renews annually, at a rate increase not to exceed 5% without prior approval.

Billing Contact Name

Maintenance Contact

Signatory Name

Title

Phone #

Title

Billing Phone #

Email Address

Phone

Billing Address

****For Service on Your Arjo Equipment**

Date

Billing Email

(800) 323-1245 Ext 87590

Signature

**Please have your serial number available when calling for service

The Preventive Maintenance Inspection will be completed approximately 6 months into the Agreement unless otherwise requested.

Equipment Schedule – Additional Equipment attached in Exhibit A

The following equipment has been inspected and repaired as required to place it in proper operating condition. It shall now be maintained in accordance with the terms described in this Agreement to help assure optimum performance and reliability.

ITEM	MODEL/ DESCRIPTION	SERIAL NO.	ANNUAL FEE	REASON FOR DELETION
1	Sara Flex w Scale US	300453108	\$595	
2	Sara Flex w Scale US	300453109	\$595	
3	Sara Flex w Scale US	300453110	\$595	
4	Sara Flex w Scale US	300453111	\$595	
5	Sara Flex w Scale US	300453112	\$595	
6	Sara Flex w Scale US	300453113	\$595	
7	Sara Flex w Scale US	300454207	\$595	

Special Instructions:

Includes replacement of all authentic Arjo Inc. parts excluding consumables, e.g. slings, mattresses, cushions, sheets, Arjo Inc. liquid products, etc.

Arjo Inc.
2349 W. Lake Street
Addison, IL 60101
USA

Normal Hours are from 8:00 AM to 5:00 PM Monday through Friday, excluding National Holidays. After hours are from 5:00 PM to 8:00 AM Monday through Friday, Saturdays, Sundays and National Holidays. All terms and conditions on the reverse side hereof are part of this Agreement.

Phone: 1 800 323 1245 Website: www.arjo.com

Performance Assurance Agreement

PHD, Medical Beds and Stretchers



Terms and Conditions | Performance Assurance Agreement

1. Company agrees to:
 - A. Perform one regularly scheduled preventive maintenance inspection as defined on the reverse side of this agreement on the equipment described on the reverse side of this agreement. Inspection coverage includes all manufacturer recommended preventative maintenance activities.
 - B. Provide a Company representative to inspect, lubricate, clean and make ordinary adjustments and repairs to the equipment during each visit covered under the terms of this agreement.
 - C. Perform unscheduled repairs (or Repair Service Calls), if included as part of this agreement. Should additional Repair Service Calls be requested outside regular business hours as stated on the reverse side, service shall be provided at preferred rates. The minimum charge for travel or service is one hour.
 - D. Furnish OEM authorized parts, if included under the terms of this agreement. The determination of when to replace parts is left to the Company representative's discretion. Additional service charges may be incurred to install OEM authorized parts during scheduled inspections or Service Repair Calls as specified in this agreement if it is determined that misuse of equipment or failure to keep equipment in regular operating condition is identified.
 - E. Affix a dated inspection sticker to each piece of equipment upon inspection completion.
2. As consideration for the Company providing such services, Customer agrees to:
 - A. Pay the invoices in accordance with Company's presently existing payment terms. Arrears (anything other than advance payment) billings incur an additional 10% charge.
 - B. Exercise reasonable care in the operation of the equipment.
 - C. Comply with the factory recommended customer care, cleaning, and preventive maintenance required regimens described in the operating instructions for the equipment.
 - D. Replace all OEM authorized parts including consumable and supply items as often as is necessary to maintain the equipment in good operating condition (examples include: batteries, castors, hand controls, slings, belts and cushions).
 - E. Provide all power and plumbing requirements and environmental conditions specified in the operating, installation and maintenance instructions for the equipment.
 - F. Customer ensures that before any repairs/maintenance takes place the equipment is in non-bio-hazardous condition.
 - G. Bring equipment up to OEM specifications prior to contract start.
3. Perform scheduled maintenance inspections and any Repair Service Calls during the Company's normal working hours. Customers will be charged the prevailing rate for after-hours calls requested outside of the Company's normal working hours. The Company reserves the right to deny after-hours service based on the availability of service personnel or such service whether or not such service is included in this agreement.
4. The following items are expressly excluded from coverage under this agreement:
 - A. Overhauling or rebuilding equipment. Such work will be performed only after a written estimate of charges, including parts, transportation and labor has been submitted to and approved in writing by the Customer.
 - B. Accessory equipment including lock box attachments or any other equipment not itemized in the equipment description portion of this agreement.
5. In addition to the stated prices, Customer will reimburse Company for retailer's occupational tax, sales tax, or any other federal, state, local or foreign taxes, if any, which Company must, at any time, either pay or be required to collect. Except where customer is Tax exempt.
6. The Company has no obligation under this agreement to furnish service or parts for repairing damaged or malfunctioning equipment caused by any of the following:
 - A. Abuse, misuse, neglect, use of parts or supplies that do not meet the manufacturer's specifications or failure to follow the equipment maintenance procedures described in the operating instructions;
 - B. Fire, flood, lightning or any other natural disasters;
 - C. Failure to provide a power supply or an operating environment for the equipment which to conform to the manufacturer's specifications.
 - D. Adjustment or modification of the equipment by anyone other than Company authorized service personnel.
7. Any parts provided under this agreement may be authentic Arjo Inc. new, serviceable, reworked or reprogrammed items equivalent to new parts in performance.
8. CUSTOMER'S REMEDY FOR ANY BREACH BY COMPANY OF THIS AGREEMENT SHALL BE PERFORMANCE OF MAINTENANCE OR REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO TWO (2) TIMES THE PRICE PAID BY CUSTOMER for the services to be provided hereunder. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, PERSONAL INJURY OR ACCIDENTAL DAMAGES SUFFERED OR INCURRED BY CUSTOMER OR ANY OTHER PERSON. THE FOREGOING LIMITATION ALSO INCLUDES CUSTOMER CLAIMS OF THIRD PARTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
9. Company shall not be responsible for any delay or failure to perform under this agreement where such delay or failure of performance is due to causes beyond Company's reasonable control.
10. This agreement shall be effective within the date range defined on the reverse side of this document subject to approval by the Company (after inspection) of the mechanical and/or operational condition of the equipment. This agreement shall be effective for the term indicated on the reverse side of this document. This agreement may be automatically renewed at the request and signature of the customer for one year terms without further action by the parties.
11. This agreement may be terminated by either party at any time with 30 days written notice sent via registered mail or email to Service.Admin@arjo.com. The Company will, in the event of such cancellation, refund the sum equivalent to the pro rata portion of any Customer prepayment less any amount due to the Company from the Customer. If contract is cancelled more than thirty (30) days after start date or thirty (30) days past renewal date, Customer shall pay a cancellation fee of ten percent (10%) of the total price of the contract.
12. This agreement, along with customers Terms and Conditions, shall be governed by the laws of the State of Illinois.

The agreement constitutes the entire agreement between the parties and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, relating to the contemplated transactions of the subject matter herein. Neither this agreement nor any provision of it may be changed, waived, or discharged but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, or discharge is sought. Modifications to this agreement shall be binding on the Company only if agreed to in writing by a corporate officer.

13. **SPECIAL CONDITIONS:**
Batteries, handsets and chargers are included under this agreement. Replacement is at the discretion of an Arjo Inc. representative and does not include misuse or failure to follow normal operating instructions. **Stocking of any spare parts, batteries, chargers and handsets will be at the Customer's expense and is not covered under the Performance Assurance Agreement.**
Ceiling Lifts: The Preventive Maintenance Inspection includes a Safe Work Load test. Deflection testing is optional and is not included in this agreement.
Aged Equipment: The Company holds the right to refuse the participation of any equipment older than 10 years of age under this agreement.

Arjo Inc.
2349 W. Lake Street
Addison, IL 60101
USA

Phone: 1 800 323 1245 Website: www.arjo.com

Performance Assurance Agreement

PHD, Medical Beds and Stretchers

Performance Programs – See Terms and Conditions on reverse side for details

Includes:

- One Scheduled Annual Preventive Maintenance Inspection
- Repair Service Calls- Spare parts, travel and labor to return equipment to standard operating condition.
- Preventive Maintenance Inspection and Repair Service Call Hours (8AM-5PM – weekdays), excluding national holidays.
- Includes all technician-supplied/ordered authentic Arjo Inc. spare parts.
- Labor and travel included for installation of any authentic Arjo Inc. parts during Preventive Maintenance and Repair Service Calls
- Includes sling inspection on reusable slings (Applicable on ceiling, active, passive and sit-to-stand patient lifts)
- Compliance Documentation

Sales Representative Todd Ploof

Sales Person Signature Todd Ploof

Contract Conversion SO# _____

Payment Preference – Billable in Advance of Services Rendered.

Initial One: _____

Full Contract All years billed upfront	Annual Billed 1 time per Year <u>\$3,234</u>	Semi – Annual Billed every 6 months	Quarterly Billed every 3 months
---	--	--	------------------------------------

Purchase Order No. _____

Agreement START Date 8/1/2021 Length of Contract: 1 Year(s)

Agreement END Date 7/31/2023 Auto-Renew? *Yes / No _____
Circle One and Initial Here

Customer Account # 2039543

Facility Name Albany County Nursing Home

Ship To Address 780 Albany Shaker Rd
Albany, NY 12211

*Contract automatically renews annually, at a rate increase not to exceed 5% without prior approval.

Billing Contact Name _____	Maintenance Contact _____	Signatory Name _____
Title _____	Phone # _____	Title _____
Billing Phone # _____	Email Address _____	Phone _____
Billing Address _____	**For Service on Your Arjo Equipment	Date _____
Billing Email _____	(800) 323-1245 Ext 87590	Signature _____

**Please have your serial number available when calling for service

The Preventive Maintenance Inspection will be completed approximately 6 months into the Agreement unless otherwise requested.

Equipment Schedule – Additional Equipment attached in Exhibit A

The following equipment has been inspected and repaired as required to place it in proper operating condition. It shall now be maintained in accordance with the terms described in this Agreement to help assure optimum performance and reliability.

ITEM	MODEL/ DESCRIPTION	SERIAL NO.	ANNUAL FEE	REASON FOR DELETION
1	Sara Plus	P0291362	\$495	
2	Parker	VEPL00004350	\$1,122	
3	Parker	VEPL00003666	\$1,122	
4	Sara 3000	P0289305	\$495	

Special Instructions:

Includes replacement of all authentic Arjo Inc. parts excluding consumables, e.g. slings, mattresses, cushions, sheets, Arjo Inc. liquid products, etc.

Arjo Inc. 2349 W. Lake Street Addison, IL 60101 USA
Normal Hours are from 8:00 AM to 5:00 PM Monday through Friday, excluding National Holidays. After hours are from 5:00 PM to 8:00 AM Monday through Friday, Saturdays, Sundays and National Holidays. All terms and conditions on the reverse side hereof are part of this Agreement.

Performance Assurance Agreement

PHD, Medical Beds and Stretchers



Terms and Conditions | Performance Assurance Agreement

1. Company agrees to:
 - A. Perform one regularly scheduled preventive maintenance inspection as defined on the reverse side of this agreement on the equipment described on the reverse side of this agreement. Inspection coverage includes all manufacturer recommended preventative maintenance activities.
 - B. Provide a Company representative to inspect, lubricate, clean and make ordinary adjustments and repairs to the equipment during each visit covered under the terms of this agreement.
 - C. Perform unscheduled repairs (or Repair Service Calls), if included as part of this agreement. Should additional Repair Service Calls be requested outside regular business hours as stated on the reverse side, service shall be provided at preferred rates. The minimum charge for travel or service is one hour.
 - D. Furnish OEM authorized parts, if included under the terms of this agreement. The determination of when to replace parts is left to the Company representative's discretion. Additional service charges may be incurred to install OEM authorized parts during scheduled inspections or Service Repair Calls as specified in this agreement if it is determined that misuse of equipment or failure to keep equipment in regular operating condition is identified.
 - E. Affix a dated inspection sticker to each piece of equipment upon inspection completion.
2. As consideration for the Company providing such services, Customer agrees to:
 - A. Pay the invoices in accordance with Company's presently existing payment terms. Arrears (anything other than advance payment) billings incur an additional 10% charge.
 - B. Exercise reasonable care in the operation of the equipment.
 - C. Comply with the factory recommended customer care, cleaning, and preventive maintenance required regimens described in the operating instructions for the equipment.
 - D. Replace all OEM authorized parts including consumable and supply items as often as is necessary to maintain the equipment in good operating condition (examples include: batteries, castors, hand controls, slings, belts and cushions).
 - E. Provide all power and plumbing requirements and environmental conditions specified in the operating, installation and maintenance instructions for the equipment.
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5. In addition to the stated prices, Customer will reimburse Company for retailer's occupational tax, sales tax, or any other federal, state, local or foreign taxes, if any, which Company must, at any time, either pay or be required to collect. Except where customer is Tax exempt.
6. The Company has no obligation under this agreement to furnish service or parts for repairing damaged or malfunctioning equipment caused by any of the following:
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9. Company shall not be responsible for any delay or failure to perform under this agreement where such delay or failure of performance is due to causes beyond Company's reasonable control.
10. This agreement shall be effective within the date range defined on the reverse side of this document subject to approval by the Company (after inspection) of the mechanical and/or operational condition of the equipment. This agreement shall be effective for the term indicated on the reverse side of this document. This agreement may be automatically renewed at the request and signature of the customer for one year terms without further action by the parties.
11. This agreement may be terminated by either party at any time with 30 days written notice sent via registered mail or email to Service.Admin@arjo.com. The Company will, in the event of such cancellation, refund the sum equivalent to the pro rata portion of any Customer prepayment less any amount due to the Company from the Customer. If contract is cancelled more than thirty (30) days after start date or thirty (30) days past renewal date, Customer shall pay a cancellation fee of ten percent (10%) of the total price of the contract.
12. This agreement, along with customers Terms and Conditions, shall be governed by the laws of the State of Illinois.

The agreement constitutes the entire agreement between the parties and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, relating to the contemplated transactions of the subject matter herein. Neither this agreement nor any provision of it may be changed, waived, or discharged but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, or discharge is sought. Modifications to this agreement shall be binding on the Company only if agreed to in writing by a corporate officer.

13. **SPECIAL CONDITIONS:**
Batteries, handsets and chargers are included under this agreement. Replacement is at the discretion of an Arjo Inc. representative and does not include misuse or failure to follow normal operating instructions. **Stocking of any spare parts, batteries, chargers and handsets will be at the Customer's expense and is not covered under the Performance Assurance Agreement.**
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Arjo Inc.
2349 W. Lake Street
Addison, IL 60101
USA

Phone: 1 800 323 1245 Website: www.arjo.com

Request for Contract Approval	
Request ID #	6417
Contract #	6517
Contract Type	B) CAB Contracts
Contract Action	C) Renewal
Contract Action Type	
Department	A6140 - Safety Net
Date submitted	8/30/21
Contact person	DeAngelis, Joe
Contact Phone	518-447-7583
Vendor	Capital Area Council of Churches
Estimated Amount	\$70,000
Estimated Term	11/1/2020-4/30/2022
Scope of Services	This is a seasonal shelter which serves homeless men 18 years and older who are chronically homeless with no other shelter options.
Budget Line Item	AA6140
Fiscal Impact	County 0.00%
	State 0.00%
	Federal 100.00%
BID,RFP,RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 1, 2021

Hon. Andrew Joyce
Hon. Daniel P. McCoy
Hon. Bruce A Hidley
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Sirs,

Authorization is requested to contract with the Capital Area Council of Churches to provide emergency and transitional services to DSS clients.

This is a seasonal shelter which serves homeless men 18 years and older and is equipped to handle 19 guests per night. It houses chronically homeless with no other shelter options. This population of homeless is by reason suffering from mental illness or addiction and unable to stay in other more traditional shelters or motels. The shelter serves residents who live on the street and under bridges, primarily in the City of Albany. For many, this shelter is the last door they find open to them.

An opening of Nov 1 – April 30 yields 181 days of availability with 3,439 bed nights available. We propose that fifteen beds each night be dedicated to DSS yielding 2,715 nights or approximately 79% of the available beds at \$33 per diem for categorically eligible homeless persons.

Hours of Operation - The shelter is open November through April with doors opening at 7:00 p.m. and guests departing the next morning approximately at 7:00 a.m. On extreme weather days, the shelter accommodates by altering hours, including Code Blue days.

From 11/1/20 - 4/30/2021 118 Albany County individuals were served.

Capital Area Council of Churches Emergency Overflow Shelter Request

Authorization is requested to contract with the Capital Area Council of Churches to provide mandated emergency and transitional services for the Department of Social Service clients.

This is a seasonal shelter which serves homeless men 18 years and older who are chronically homeless with no other shelter options. This population of homeless is by reason suffering from mental illness or addiction and unable to stay in other more traditional shelters or motels. The shelter serves residents who live on the street and under bridges, primarily in the City of Albany. For many, this shelter is the last door they find open to them.

The shelter is equipped to handle 19 guests per night some with an average stay of 30 days if warranted. An opening of Nov 1 – April 30 yields 181 days of availability and 3,439 available bed nights. We propose that fifteen beds each night be dedicated to DSS yielding 2,715 nights or approximately 79% of the available beds at \$33 per diem for categorically eligible homeless persons.

Hours of Operation - The shelter is open November through April with doors opening at 7:00 p.m. and guests departing the next morning at approximately 7:00 a.m. On extreme weather days (Code Blue), the shelter opens at 5p.m.

From 11/1/20 - 4/30/2021 118 Albany County individuals were served.

SCOPE OF SERVICES

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition- Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons- An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter, and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision- Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room, supervision, and services related to housing and self-sufficiency which assures the protection of resident's rights and promotes the social, physical, and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.

9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.
11. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
12. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
13. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
14. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - c. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility, and which would pose a serious health threat to other facility residents.
 - d. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
2. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
3. With regards to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment.
5. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify the Department and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.

6. The Provider will admit up to ten homeless residents referred by the Department as needed per day.

C. Resident Services.

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, supervision, and information/referral to community resources available to securing permanent housing.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation, and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being, and which support daily activities.
- c. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- d. The Provider shall insure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition, and in good repair.

2. Supervision Services

- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals available in the community.
 - guidance to encourage residents to perform personal hygiene;
 - guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical attention which constitutes a danger to self or others, the Provider shall make arrangements for transfer of resident to an appropriate medical facility;
- d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall notify the appropriate local authorities.
- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;

- notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7-day, 7PM-7AM basis.
- i. The Provider may utilize trained volunteers in lieu of paid staff, and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.
- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

3. Information and Referral Services

- a. The Provider shall have knowledge of, and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary.

D. Involuntary Discharge or Transfer

- 1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility, and residents' rights and obligations while residing in the facility.
- 2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
 - b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.

- c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated, and an appropriate referral made, if practical and necessary.
- d. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- e. The discharge decision and reasons thereof will be fully documented in the facility's records, and made available to the Department upon request.

E. Service Relationships

- a. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking appropriate social services.
- b. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

IV. Monitoring and Evaluation

- a. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Section 8 of this Agreement.
- b. The Provider agrees to provide the Department with a copy of its by-laws.
- c. The Provider agrees to provide the Department with any agreed upon reports.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement- the Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements, and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility.
4. All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department or complete a waiver application at the facility to be sent to the Department for review.
5. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial.
6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount stipulated in Article X of this Agreement.
2. At agreed-upon regular intervals, per diem reimbursements will be authorized to the Provider in the predetermined amount appropriate to the period, upon the Provider's submittal of a report of specific public assistance-eligible persons sheltered and their dates of stay, using forms to be supplied by the Department.

Request for Contract Approval	
Request ID #	6421
Contract #	6521
Contract Type	B) CAB Contracts
Contract Action	A) New
Contract Action Type	
Department	A1620 - Building Services
Date submitted	9/2/21
Contact person	Latina, David
Contact Phone	518-447-7210
Vendor	Irwin Seating Company
Estimated Amount	\$37,738
Estimated Term	11/1/2021 - 4/30/2022
Scope of Services	Supply and deliver custom chairs as noted in Irwin Seating Company proposal dated September 2, 2021 for the Times Union Center "Premium Seating" program.
Budget Line Item	AA1610
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Andrew Joyce, Chairman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 825
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

September 2, 2021

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy, Joyce and Hidley:

The Department of General Services respectfully requests the approval to purchase custom chairs as noted in the Irwin Seating Company proposal dated September 2, 2021 for the Times Union Center "Premium Seating program".

Purchased seats will be installed by in-house technicians.

The cost of these purchase will be covered under bond number HKUJ.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



OMNIA Seating Proposal

Per OMNIA Contract #R191805

DATE: Thursday, September 2, 2021

TO: Bob Belber
Times Union Center

REFERENCE: Times Union Center - Premium Seats
Albany, NY

We are pleased to offer the following proposal for Irwin Seating Company products per OMNIA Contract #R191805:

136 Irwin Seating Company Marquee Model 51.12.10.4 Individually Mounted with the following components, options, accessories and finishes:

No. 51 Marquee - Ergonomically formed 36" tall padded and upholstered back with 2" foam, tufted tailoring, and injection molded poly rear panel.

No. 12 Loge - Padded and upholstered seat with serpentine spring substrate, deluxe extra deep foam, and structural composite seat pan.
Seat fold - full fold

No. 4 Steel platform.

No. 10 Enclosed end with veneer insert - tablet arms not available
Comfort curved solid hardwood armrests.

Aluminum oval row designation letter plates.

Row letter plates mounted on aisle end panel.

Aluminum oval seat designation number plates.

Seat number plates mounted on seat pan.

Fabric: Culp - Dillon

All wood to be Maple - Rotary Cut.

Irwin standard stain color on wood components

Irwin standard powder coat color on metal components.

Irwin standard plastic color on seat component.

Irwin standard plastic color on back component.

Irwin standard laminate (Nevamar).

Hilti anchors with anchor nut cover caps.

Freight (dedicated truck).



LIST PRICE: \$ 589.30 Net per chair, Delivered.

136	List Price per chair	\$	589.30	\$	80,144.80
136	50% Discount per OMNIA Contract	\$	(294.65)	\$	(40,072.40)
136	OMNIA Member Net Price per chair	\$	294.65	\$	40,072.40

136	Additional discount	\$	(43.05)	\$	(5,854.80)
136	Net Price per chair	\$	251.60	\$	34,217.60

PRICING BASED ON SHIPMENT IN 2021

		Freight			
QTY	DESCRIPTION		NET		EXTENDED
1	Freight - dedicated truck.		\$ 3,520.00	\$	3,520.00

TERMS AND CONDITIONS

- Payment Terms are to be approved by Irwin Seating Company
- Pricing excludes applicable taxes.

Unless otherwise noted:

- This proposal is subject to Irwin Seating Company Standard Terms and Conditions.
- This proposal is based upon the use of standard Irwin Seating Company products, manufactured using standard Irwin Seating Company methods.
- This proposal is based upon the use of the referenced fabric, and standard paint, plastic, stain and laminate selections. Options or special details are only provided to the extent specifically listed in this proposal. If any of the above specifications change, alternative pricing must be quoted.
- Pricing is based on floor mount chairs mounted to concrete unless specified otherwise in this proposal.
- Pricing is based on minimum average row length of 10 chairs.
- Pricing is based on 54" wide fabric without a pattern or direction orientation specified. Railroaded (directional) fabrics or fabric with repeats may result in additional costs.
- Pricing is F.O.B. factory and does not include freight, installation, sales tax, and performance and payment bonds.
- If applicable, sales tax will be charged based on the tax rate in effect at the time of billing. For tax exempt orders, please provide Irwin Seating Company a copy of your tax exempt certificate along with your purchase order for review and approval.
- Pricing is based on shipment in the 2021 calendar year.
- Storage and order modification fees may be incurred if changes are requested after the order is entered into production.
- Adherence to project milestones as outlined in the critical date schedule is required to meet requested shipment dates.
- Our quotation is based upon the following concrete specifications: (if applicable)
 - 1) Floor mounted chairs must be 3" thick free from obstructions for top 1-1/2".
 - 2) Riser mounted chairs must be 4" thick free from obstructions for 2-1/2" from riser face.
 - 3) Riser to be plumb + or - 1/8".
 - 4) Normal weight concrete to be compressive strength 3000 PSI (structural concrete).
 - 5) Structural light weight concrete is acceptable if it is 5000 PSI minimum and weights 90-115 pounds per cubic foot.
 - 6) Screed is not an acceptable anchoring base. If screed dimension exceeds 1", special

installation hardware and procedures may be necessary.
Any deviations from the concrete conditions mentioned above may result in additional installation charges, the need for alternative anchoring, etc. Installers need to be able to easily drill through the screed to reach clear structural concrete.

- Our quotation is based upon the following wood specifications: (if applicable)
 - 1) Minimum of 1-1/2" thickness
 - 2) Construction:
 - A. PLYWOOD: (Minimum Requirements)
C-DX underlayment; Plug and touch sanding; Tongue and grooved
 - B. FLOORING: Sub floor plus hard wood (tongue and groove) finish flooring.
 - 3) Method of Fastening: No. 14X2" Hex washer head S.M. screw
- NOTE: Wood construction for riser mounting is not recommended.

Any deviations from the conditions mentioned above may result in additional installation charges, the need for alternative anchoring, etc.

- Pricing is valid for 90 days from date of issue. If purchase order is not received within 90 days of this quote date Irwin Seating Company reserves the right to reissue the quotation with adjusted pricing.

If you have any questions, please contact your Irwin Seating Company Project Administrator for clarification.

IRWIN SEATING COMPANY

Andy Reinecke
Pricing Analyst

RESOLUTION NO. 553

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 14, 2015, AUTHORIZING THE REPLACEMENT OF UPPER LEVEL SEATING AT THE TIMES UNION CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,546,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,546,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/14/15

By Mr. Cotrofeld and Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project consisting of the upper level seating replacement at the Times Union Center in the City of Albany, New York, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2016 Capital Plan in the County's 2016-2020 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,546,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,546,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,546,000 to pay the costs of the project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,546,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,546,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) The building described above is a class "A" building, as defined in Section 11.00a.11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the

regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQRA Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2), and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Ms. Benedict, Messrs. Beston, Bullock, Carman, Ms. Chapman, Messrs. Clay, Clenahan, Clouse, Commisso, Ms. Connolly, Messrs. Corcoran, Cotrofeld, Crouse, Dawson, Domalewicz, Ethier, Feeney, Higgins, Hogan, Jacobson, Joyce, Ms. Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Morse, Nichols, O'Brien, Rahm, Reilly, Simpson, Stevens, Tunny and Ward – 37.

Those opposed: - 0.

Resolution was adopted. 12/14/15