

County of Albany

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



Meeting Agenda

Tuesday, September 28, 2021

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING VARIOUS AGREEMENTS REGARDING THE GUN VIOLENCE PREVENTION PROGRAM AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET
3. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES
4. AUTHORIZING AN AGREEMENT WITH CHILDREN'S HEALTH HOME OF UPSTATE NEW YORK REGARDING REIMBURSEMENT OF MEDICAID CARE MANAGEMENT SERVICES PROVIDED TO CHILDREN IN ALBANY COUNTY
5. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING RESIDENTIAL DOMESTIC VIOLENCE SERVICES
6. AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENTS OF SOCIAL SERVICES AND MENTAL HEALTH REGARDING SERVICES FOR SAFETY NET AND TANF APPLICANTS AND RECIPIENTS
7. AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS
8. AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE REGARDING THE 2021 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET

County of Albany

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



Meeting Minutes

Tuesday, August 24, 2021

5:30 PM

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

Social Services Committee

PREVIOUS BUSINESS:

Present: Legislator Samuel I. Fein, Merton D. Simpson, Mickey Cleary, Carolyn McLaughlin, Patrice Lockart and Jeff S. Perlee

Excused: Legislator Frank J. Commisso, Nathan L. Bruschi and Christopher H. Smith

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES AND SAFETY NET RECIPIENTS**

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

3. AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS

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

4. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET

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

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

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

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

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

7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING REIMBURSEMENT FOR ADMINISTRATIVE COSTS PERTAINING TO THE EARLY INTERVENTION PROGRAM

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

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3RD SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

September 22, 2021

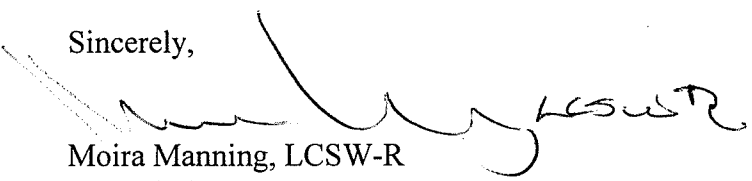
Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to amend the 2021 Adopted Budget to accept funding of \$115,000 from New York State Office of Children and Family Services for the Gun Violence Prevention Program and for Contract Authorization with the Boys and Girls Club of Albany and Jamil Hood Sr. House of Hoops for the period 9/1/21-3/30/22.

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

Sincerely,


Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2763, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment to accept Gun Violence Prevention funding and Contract Authorization with Boys and Girls Club and House of Hoops

Date: September 22, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: AA 6119 4 4903
Source of Funds: NYS OCFS
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):

Boys and Girls Club of Albany
21 Delaware Ave.
Albany, NY 12210

Jamil Hood Sr. House of Hoops
106 South Lake Ave.
Albany, NY , 12208

Amount/Raise Schedule/Fee: \$115,000
Scope of Services: Gun Violence Prevention Program

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

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

County Budget Accounts:

Revenue Account and Line: AA6119 0 3820
Revenue Amount: \$115,000

Appropriation Account and Line: AA6119 4 4903
Appropriation Amount: \$115,000

Source of Funding - (Percentages)

Federal: 0
State: 100
County: 0
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 9/1/21 - 3/30/22
Length of Contract: 6 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-248
Date of Adoption: 8/9/21

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

**Backup Material for Authorization of Funding Acceptance from the
Office of Children and Family Services for the Gun Violence Prevention Program,
to Amend the 2021 Adopted Budget, and Contract Authorization with
Boys and Girls Club and House of Hoops**

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to accept \$115,000 of funding from the Office of Children and Family Services (OCFS) for the Gun Violence Prevention Program, and to amend the 2022 adopted ACDCYF budget. ACDCYF also requests Contract Authorization with Boys and Girls Club (\$75,000) and House of Hoops (\$40,000). The funding is for the period of 9/1/21 - 3/30/22 with no County share.

The funding will be administered through the Youth Bureau and will support positive youth development activities that attract youth ages 14-21 at risk of being perpetrators and victims of gun violence in high-gun violence neighborhoods. Programs will include sports; visual and spoken word arts; neighborhood garden and park programs; music, theater, and dance programs; and community, restorative justice and civic engagement projects available at extended hours and on weekends—times when gun violence most often occurs.

McNelis, Scott

Subject: FW: Gun Violence Prevention Program - Albany County

From: Church, Denise J (OCFS) <Denise.Church@ocfs.ny.gov> **On Behalf Of** Aledort, Nina (OCFS)

Sent: Tuesday, September 14, 2021 4:03 PM

To: Johnson, Valerie <Valerie.Johnson@albanycountyny.gov>; Ward, Nicole <Nicole.Ward@albanycountyny.gov>

Cc: Beck, Matt (OCFS) <Matt.Beck@ocfs.ny.gov>

Subject: Gun Violence Prevention Program - Albany County

ALBANY COUNTY

Dear Valerie and Nicole:

Thank you for your patience as we've worked to finalize plans for the use of the funds to end gun violence. Two pieces of great news to share --- Governor Hochul has increased the funding available for this initiative and has extended the deadline for claiming from December 31, 2021 to March 30, 2022. This updated plan includes input and recommendations from elected officials.

In order to support seamless local implementation, we will be increasing your allocation by \$115,000 in order to contract with a lead vendor identified by elected officials in addition to those submitted in your original plan.

Below is the name and contact information for the lead vendor for these additional dollars, any subcontractors, the dollar amounts for each program, and the proposed activities.

Boys and Girls Club of Capital Region, Justin Reuter, ED 518-598-3283 jreuter@bgccapitalarea.org

Program	Amount
Boys and Girls Club of Capital Region	\$75,000
House of Hoops	\$40,000
TOTAL	\$115,000

The original plan your submitted in July of this year has been approved. If you need to make any adjustments to your initial plans based on these additional contracts or other changes in circumstance, please reach out to Matt as soon as possible. We will be scheduling a call for Friday, September 17 from 12-1 to address any questions. Details to follow.

Thank you for your patience during this transition,

N

Nina Aledort, Ph.D., LMSW

Deputy Commissioner

Division of Youth Development and Partnerships for Success

Pronouns: she/her(s)

New York State Office of Children and Family Services
52 Washington Street, Room 338N, Rensselaer, NY 12144

Child Advocacy Center -
Child Fatality Review Team Grant Budget Amendment

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
AA 6119 4 4903	Division for Youth	115,000.00	0.00	DCYF
TOTAL APPROPRIATIONS		115,000.00	0.00	

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	DEPARTMENT NAME
AA 6119 0 3820	Division for Youth	0.00	115,000.00	DCYF
TOTAL ESTIMATED REVENUES		0.00	115,000.00	
GRAND TOTALS		115,000.00	115,000.00	

RESOLUTION NO. 248

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

Introduced: 8/9/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with New York State Office of Children and Family Services regarding the Safe Summer 2021 program and grant funding in the amount of \$50,000 for the term commencing July 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has indicated the grant funding will be used to support hyper-local stabilizing institutions in the “hot spot” zip codes identified by the New York State Office of Children and Family Services for the prevention of gun violence, and

WHEREAS, The Commissioner has also requested an amendment to the 2021 Department for Children, Youth and Families Budget in order to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services regarding the Safe Summer 2021 program and grant funding in the amount of \$50,000 for the term commencing July 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, By the Albany County Legislature that the 2021 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3820 Division for Youth by \$50,000

Increase Appropriation Account A6119.4 by \$50,000 by increasing line item A6119 4 4903 Division for Youth by \$50,000

and, be it further

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

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



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET - SUITE 300

ALBANY, NEW YORK 12207

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

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

September 1, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contract with Berkshire Farms and Family Center for the provision of Non-Secure Detention Services.

The requested contract is for the term of January 1, 2022 – December 31, 2022 in the amount of \$961,020. This agreement includes the option for an additional one year renewal.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2673, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Berkshire Farms Non-Secure Detention Services

Date: September 1, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe

- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Berkshire Farms and Family Center
13640 State Route 22
Canaan, N.Y. 12029

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$961,020
Scope of Services: Non-Secure Detention for adolescent males or females
PINS/JDs ages 7-17 years old that are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Family Court Act 353.5 and 352.2 / Social Services Law
371

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

County Budget Accounts:

Revenue Account and Line: AA6119 03619

Revenue Amount: \$470,899.00

Appropriation Account and Line: AA6119 44403

Appropriation Amount: \$961,020.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 49%

County: 51%

Local: Click or tap here to enter text.

Term

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

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-359, 19-416, 18-467, 17-23, 16-556, 15-398, 14-399, 13-581, 12-367, 11-449, 11-080, 10-456

Date of Adoption: 10/13/20, 10/15/19, 10/09/18, 2/12/17, 12/5/16, 10/13/15, 10/14/14, 12/5/13, 10/9/12, 12/5/11, 3/14/11, 12/6/10

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families
Justification for Contract Authorization Renewal with Berkshire Farm
Center and Services for Youth
for the Provision of Non-Secure Detention Services

The Department for Children, Youth and Families respectfully requests legislative authorization for Albany County to enter into a contractual agreement with Berkshire Farm Center and Services for Youth for the Provision of Non-Secure Detention Services. The requested contract term will be January 1, 2022 – December 31, 2022 not to exceed the amount of \$961,020. This agreement includes the option for an additional one year renewal.

RFP #2020-090– Non Secure Detention Services was issued on August 6 2020 with responses due August 21, 2020. The Department received only one proposal from Berkshire Farm Center and Services for Youth.

Albany County sought proposals for a Non-Secure Detention for adolescent males or females JDs ages 7-17 years old that are remanded to the facility by Albany County Family Court. Albany County expected the proposers operate a male Non-Secure Detention program and a female Non-Secure Detention program. There was an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserved the right to purchase additional beds on an as needed basis at the same rate as the guaranteed bed rate.

Berkshire Farm Center and Services for youth has been the provider for Albany County Non-Secure detention services for many years and has done so with unquestionable quality of care. Berkshire Farm Center has successfully worked to engage the youth and family, and work in conjunction with Albany County DCYF, Probation, Family Court and Law Enforcement. Berkshire Farm Center has placed a great deal of emphasis on maintaining residents' ties with family, school, and preventive services in which the residents are engaged in order to reduce detention stays and facilitate successful re-entry to the community.

In addition, Berkshire Farm Center will work cooperatively with Albany County DCYF to be the designated entity after hours for the completion and decision making of the NYS mandated Detention Risk Assessment Instrument (DRAI), which was fully implemented October 28, 2013.

Berkshire Farm Center's proposal met the performance standards requested in the RFP.

Service Area Outcomes

- 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention.
- 90% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention

RESOLUTION NO. 359**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, Pursuant to the NYS Social Service law, it is the County's responsibility to provide non-secure detention assistance for court ordered services, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farms and Family Center for the provision of non-secure detention beds and aftercare services for court ordered youth in an amount not to exceed \$961,020 for the term commencing January 1, 2021 and ending December 31, 2021, with two one-year renewal options, and

WHEREAS, The Department for Children, Youth and Families has developed a cost-effective means to provide non-secure detention services and aftercare services for Albany County male and female JDs ages 7-17 years old that have been brought to the facility by a local police agency or remanded to the facility by Albany County Family Court, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farms and Family Center regarding non-secure detention services in an amount not to exceed \$961,020, with a local share of 51%, for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

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

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

Adopted by unanimous vote – 10/13/20



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: Moira Manning
Commissioner

FROM: Karen Storm 
Purchasing Agent

DATE: August 27, 2020

RE: RFP #2020-090
Non Secure Detention

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Berkshire Farms.

As they were the sole proposer and meet the needs of your department, I have no objection to the selection of Berkshire Farms for an award.

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



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DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

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NICOLE WARD
DEPUTY COMMISSIONER

September 1, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission for a contractual agreement with the New York State Department of Health's (NYSDOH) designated Health Home entity. The designated Health Home entity is Children's Health Home of Upstate New York (CHHUNY).

Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2674, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Health Home Care Management

Date: September 1, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed) Reimbursement for Medicaid Care Management Services

Contract Terms/Conditions:

Party (Name/address):

Children's Health Home of Upstate New York (CHHUNY)
1099 Jay Street, Bldg J
Rochester, New York 14611

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$300,000 (approx.)
Scope of Services: Health Home Care Management

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 01276

Revenue Amount: \$300,000.00

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal:

Medicaid

State:

Click or tap here to enter text.

County:

Click or tap here to enter text.

Local:

Click or tap here to enter text.

Term

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

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 19-63, 18-94

Date of Adoption: 2/11/19, 3/12/18

Justification: (state briefly why legislative action is requested)

Please see attached

**Department for Children, Youth and Families
Request to enter into a Renewal Contract with
Children's Health Home of Upstate New York (CHHUNY)
Health Home Care Management**

The Department for Children, Youth and Families is seeking Legislative authorization for a contractual renewal agreement with the New York State Department of Health's (NYSDOH) designated Health Home entity. The designated Health Home entity is Children's Health Home of Upstate New York (CHHUNY).

Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

New York State's Health Home eligibility criteria is as follows:

- ☐ Medicaid eligible/active Medicaid; and
- ☐ Two (2) or more chronic conditions; or
- ☐ One (1) single qualifying condition of either HIV/AIDS or a Serious Mental Illness (SMI)

While this is a Medicaid initiative, it remains the responsibility of the county legacy Targeted Case Management Services (TCM) program to provide services to non-Medicaid children as well, funded by the New York State Office of Mental Health.

The Health Home Care Management program's revenue for 2020 was approximately \$356,000.00 and the first half of 2021 has been approximately \$150,000.00.

RESOLUTION NO. 63**AUTHORIZING AN AGREEMENT WITH CHILDREN'S HEALTH HOME OF
UPSTATE NEW YORK REGARDING REIMBURSEMENT OF MEDICAID
CARE MANAGEMENT SERVICES PROVIDED TO CHILDREN IN ALBANY
COUNTY**

Introduced: 2/11/19

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with New York State's designated Home Health Entity, Children's Health Home of Upstate New York (CHHUNY), regarding reimbursement for all Medicaid Care Management Services provided to children in Albany County for the term commencing January 1, 2019, and ending December 31, 2019, and

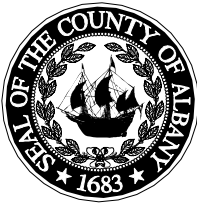
WHEREAS, The Commissioner indicated while this is a Medicaid initiative, it remains the responsibility of the County legacy Targeted Case Management Services program to provide services to non-Medicaid children as well, which will continue to be funded by New York State Office of Mental Health State Aid funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New York State's designated Home Health Entity, CHHUNY, regarding reimbursement for all Medicaid Care Management Services provided to children in Albany County for the term commencing January 1, 2019, and ending December 31, 2019, and, be it further

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

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

Adopted by unanimous vote – 2/11/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 9, 2021

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

Dear Chairman Joyce,

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

Albany County Department of Social Service (DSS) is required to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program.

Therefore, authorization is requested to contract with Equinox, Inc. to provide residential services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2684, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox)

Date: 8/26/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Equinox, Inc.

500 Central Avenue

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$700,000

Scope of Services: Residential Services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR 408

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

Revenue Amount: \$320,575.00, \$72,480.00, \$64,747.00

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

Appropriation Amount: \$320,575.00, \$249,932.00, \$129,493.00

Source of Funding - (Percentages)

Federal: 46%

State: 20%

County: 35%

Local:

Term

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

Length of Contract: 12 Months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 340

Date of Adoption: 10/23/2020

Justification: (state briefly why legislative action is requested)

Albany County Department of Social Service (DSS) is mandated to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program. Therefore, authorization is requested to contract with Equinox, Inc. to perform these services.

All per diem rates for domestic violence shelters, safe homes and safe dwellings are established by NYS. Authority is requested to pay the State-established rate, as reflected herein, or as subsequently promulgated by NYS Office of Child and Family Services. The current rate for Equinox is \$99.32 per diem, per eligible person. Social Service Law 131-u and Department Regulation 18 NYCRR Part 408 govern issuance of these rates.

Between July 1, 2020 and June 30, 2021, 294 adults and 178 children were admitted to the Equinox Domestic Violence Shelter system.

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

PURSUANT TO RESOLUTION NO. 340, ADOPTED 10/23/2020

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Equinox, Inc. (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 500 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to 18 NYCRR Part 408 of the Social Services Law of the State of New York, and

WHEREAS, 18 NYCRR Part 408 requires local social service districts to provide residential services to victims of domestic violence and to reimburse operators of approved residential programs, on a per diem basis, for the provision of emergency shelter to eligible domestic violence victims, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary domestic violence residential services to meet the needs of the County and to meet the needs of the aforementioned domestic violence victims residing in Albany County.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide residential domestic violence services at the Equinox Domestic Violence Shelter, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency shelter services under this Agreement shall be defined as the provision to provide domestic violence victims residential services, including temporary room, board,

supervision and services, as defined under 18 NYCRR Parts 452 and 453 of NYS regulations and as detailed under Exhibit 1 attached hereto and made a part hereof.

The Provider will provide the agreed upon residential domestic violence services only at such site(s) as are approved by NYS.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these Exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

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

ARTICLE IV. ASSIGNMENTS

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

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

make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

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

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. FAIR HEARINGS

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

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

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

ARTICLE X. ACCOUNTING RECORDS

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

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany

County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

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

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **NINETY-NINE DOLLARS AND 32/100 (\$99.32)** per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XII. RELATIONSHIP

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement

that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. NON-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. CONFLICT OF INTEREST

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this

Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

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

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 2021. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVII. NOTICE

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

Name: David Bradley
Department: Temporary Assistance
162 Washington Ave.
Albany, New York 12210

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIX. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXX. ADDITIONAL ASSURANCES

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

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

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

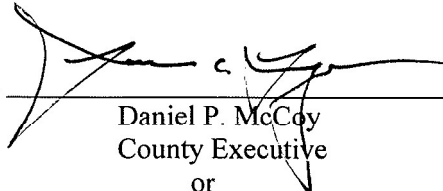
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: 12/11/2020

BY: _____

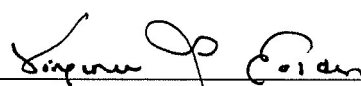

Daniel P. McCoy
County Executive

or
Daniel C. Lynch
Deputy County Executive

EQUINOX, INC.

DATE: 11/22/2020

BY: _____


Signature

CEO

Title

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

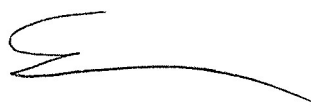
On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his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

NOTARY PUBLIC

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

On the 14 day of December, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

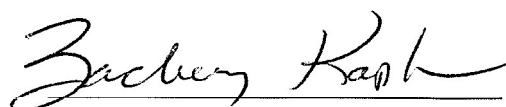


NOTARY PUBLIC

STATE OF NY)
COUNTY OF Albany) SS.:

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

ZACHARY KAPLAN
Notary Public
01KA6091569
Albany County, New York
My Commission Expires 4/28/2023



NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

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

4. **Professional Liability:** A policy or policies of insurance providing for professional liability insurance coverage covering all operations of the program and the Provider's performance in the amount of \$1 Million.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: _____ By: _____
Signature

Title

SCHEDULE C

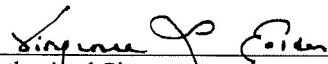
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

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

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

Equinox, Inc.
Organization


Authorized Signature

CEO
Title

11/23/2020
Date

SCHEDULE D

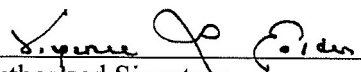
Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Equinox Inc.
Organization


Authorized Signature

CEO
Title

11/23/2020
Date

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

EXHIBIT 1

Service Provision Responsibilities

The Provider will provide residential domestic violence services to eligible victims of domestic violence, as follows:

- I. Service Definition- Residential domestic violence services will be defined as the provision of temporary shelter, emergency services and care provided through an approved domestic violence shelter, in accordance with 18 NYCRR Parts 452 and 453 of NYS regulations.
- II. Eligible Persons- A victim of domestic violence will be considered to be any person 16 years of age or older, any married person, or any parent accompanied by his or her minor child or children in situations where such persons or such person's child is a victim of an act which would constitute a violation of the Penal Law, including, but not limited to acts constituting disorderly conduct, harassment, menacing, reckless endangerment, kidnapping, assault, attempted assault, or attempted murder; and
 1. such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and
 2. such act or acts are, or are alleged to have been committed by a family or household member, as defined by 18 NYCRR Part 408.2.

For the purposes of this definition, "family or household member" will incorporate the following individuals.

- persons related by blood or marriage;
 - persons legally married to one another;
 - persons formerly married to one another regardless of whether they still reside in the same household;
 - persons who have a child in common regardless of whether such persons are married or have lived together at any time;
 - unrelated persons who are continually or at regular intervals living in the same household or who have in the past continually or at regular intervals lived in the same household; or
 - unrelated persons who have had intimate or continuous social contact with one another and have access to one another's household.
- III. Service Provision- The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes, and ordinances, and most particularly those specified 18 NYCRR Parts 408, 452, and 453 of NYS regulations. The Provider hereby certifies that it is a NYS approved domestic violence shelter, and will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS approval as a residential program for victims of domestic violence, this Agreement shall terminate immediately, according to the provisions previously outlined.

In addition, as required under 18 NYCRR Part 408 of NYS regulations, the Department and the Provider specifically agree to the following.

1. Length of Stay

- a. Upon an initial, emergency determination of financial eligibility, the ACDSS Temporary Assistance Division will authorize the resident for a 30-day stay in emergency shelter, beginning with the date of admission. Any necessary appointments to complete a full financial eligibility determination will be scheduled accordingly.
- b. Assuming that the victims continuing financial eligibility is established, the Economic Security Division will issue a subsequent authorization for the full remaining period of up to 60 days. If financial eligibility has not been fully established, the client may request an extension of the waiver of documentation requirement, and the shelter stay will be reauthorized for a period of up to 30 days. Authorization for extension beyond the initial 90-day maximum, up to 90 additional days, will be made consistent with NYS regulations, Section 408.6(d) and Section 459-b, amended in 2012. When such will be necessary, the Provider agrees to notify the Departments Contract Manager of the extension on or before the 75th day of residence. Notice may be given after the 75th day only if emergency circumstances made the need for such an extension unforeseeable before the 75th day. In such cases, notice of the extension must be given immediately.
- c. Throughout the stay of each Albany County resident, the Provider agrees to submit a written progress report every 30 days, summarizing the individual/family's status and detailing his or her progress concerning a housing search. If an individual/family has not initiated a housing search, the Provider should specify the reasons for this in their report. Client-specific progress reports shall be submitted to the appropriate contact persons.

2. Assessment of Service Needs

- a) When completing the initial assessment to see if DV shelter is warranted and the client requires DV Shelter, the provider is responsible to assist any client(s) unable to navigate the process, by facilitating calls to other counties for shelter placement
- b) In all instances, the Department agrees to accept the determination of the Provider that an individual or family continues to meet admission criteria and exhibit the need for temporary shelter, emergency services and care.
- c) The Provider agrees to reassess each resident's continued eligibility and need for residential domestic violence services on a weekly basis, throughout the resident's stay.
- d) The Provider agrees to provide the Department with relevant information related to such reassessment, upon request.

EXHIBIT 2

Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

1. A per diem rate (see Article XI) will be utilized in calculating reimbursement due to the Provider. This rate includes the full food add-on allowed under NYS regulations, and is applicable regardless of the funding stream under which payment is authorized.
2. In the event that NYS should increase or decrease the per diem rate applicable to the Provider's domestic violence residential facility, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter "bed days" provided to an eligible person(s), as follows.

1. Shelter reimbursement and payment of benefits to, or on behalf of, the recipient will be made in compliance with current federal and State regulations.
2. The Department will reimburse the Provider for shelter stays of individuals and families who have appropriately established eligibility under EAF, Family Assistance, Safety Net, EAA or Title XX funding streams. As a last resort if the individual and/or family do not sign the consent to release identifying information, the Department, will reimburse under other funding sources.
3. The Provider is required and agrees to meet with the individual and/or family within the first business day of entry into the residential program to provide the individual and family with information explaining their right to apply for Temporary Assistance and relevant information to make an informed decision whether to apply for assistance.
4. The Provider agrees to encourage individuals to apply for Temporary Assistance and work with them to sign the Domestic Violence Release of Information form regardless of whether they chose to apply for Temporary Assistance.
5. For those individuals who sign the Domestic Violence Release of Information form and agree to apply for Temporary Assistance, the individual will complete the appropriate public assistance application process, including compliance with documentation and face-to-face interview requirements.
6. For those individuals who are not able to come to ACDSS, the Provider may seek reimbursement for shelter bed days through a "mail-in application and release of information" process, according to guidelines established by the Department, within the context of applicable State and federal regulations.

7. In the instance that a resident has an alternate and available source(s) of income, and is entitled to only partial Temporary Assistance, the Department will provide reimbursement of the NYS per diem rate to the Provider utilizing both Temporary Assistance and Title XX funding.
8. The Department and the Provider mutually recognize that circumstances occur which render the above impossible. The most common of these circumstances involve the departure and/or discharge of the resident from the facility prior to their scheduled appointment with the ACDSS Division of Temporary Assistance.
9. The Provider will bill the Department for each resident determined eligible for domestic violence shelter. The billing format is required to be submitted as follows:
 - a. Bills should be submitted by the 15th of the month following the month the services were provided.
 - b. Bills being submitted under the “mail-in application process” will require a signed, completed application and a completed and signed Domestic Violence Release of Information.
 - c. For Claims submitted for payment of shelter stays where an individual does not apply for Temporary Assistance or provide a signed Domestic Violence Release of Information, the provider is responsible to assign the client a unique Case ID Number and provide dates of stays, as outlined by NYS regulations. This unique Case ID numbers and dates of service will be reported and attested to on the County required DV claiming log.
 - d. The provider is responsible to make sure they maintain all required client information/documentation records including personal identifying information (PII) for each Unique Case ID number to support all claims submitted. The provider is responsible to keep records of all client information for future auditing purposes.
 - e. On a monthly basis, the Provider shall submit the DV Claiming Support Log to the Department, along with the billing for the month, reflecting actual expenses incurred. Included in this is the amount they are claiming under Temporary Assistance funding, Title XX, and funding from other County sources. The Temporary Assistance expenses and Title XX need to reflect whom the payment is for. This report needs to be submitted by the 15th of the month following the month the services were provided. In order for this form to be valid, the provider attesting that DV shelter/services were provided must sign it

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

C. PERMITTED USES AND DISCLOSURE

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

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2021 – December 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to

ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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

[illegible]

ATTESTATION THAT SERVICES WERE PROVIDED TO INDIVIDUALS LISTED ON THIS FORM

I hereby certify that the domestic violence shelter services were actually provided for individuals who are residents of Albany County.

Authorized Individual's Name:

Authorized Individual's Title:

Authorized Signature:

Date:

This Claiming Support Form must be completed, signed and submitted with all District of Fiscal Responsibility (DFR) forms for each DV individual sheltered.



EQUIINC-02

RDUMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2020

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

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

PRODUCER Rose & Kiernan, Inc. 60 Merritt Blvd., Suite 202 Fishkill, NY 12524		CONTACT NAME: PHONE (A/C, No, Ext): (845) 350-3800 E-MAIL: ADDRESS:		FAX (A/C, No): (845) 350-3901
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Equinox, Inc. 500 Central Avenue Albany, NY 12206		INSURER A : NonProfits Insurance Alliance		INSURER B : Cincinnati Insurance Company
		INSURER C :		INSURER D :
		INSURER E :		INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC OTHER:	X		2020-34557	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ENP 0565974	1/23/2020	1/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			202034557UMB	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuses / Molestation			2020-34557	1/23/2020	1/23/2021	Agg \$3,000,000/Occur 1,000,000
A	Professional Liab			2020-34557	1/23/2020	1/23/2021	Agg \$3,000,000/Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability: Additional Insured - Owners, Lessees or Contractors CG 20 10 (04/13); Additional Insured - Designated Person or Organization CG 20 26 (04/13); Additional Insured - Primary and Non-Contributory Endorsement for Public Entities ANI-RRG-E61 (02/19); Additional Insured Primary and non contributory for private entities ANI-RRG-E62 (02/17); Waiver of Transfer of Rights of Recovery Against Others ANI-RRG-E26 (11/17)

Commercial Umbrella: Excess Liability Insurance (Following Form) UMB-100 (08/18)

CERTIFICATE HOLDER

CANCELLATION

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

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



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER EQUINOX INC 500 CENTRAL AVE ALBANY NY 12206		CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	
POLICY NUMBER A2123 517-1	CERTIFICATE NUMBER 482861	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 1/3/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2123 517-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

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

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 819040830



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) EQUINOX INC. ATTN: JESSICA SANKEY 500 CENTRAL AVENUE ALBANY, NY 12206 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-435-9931 1c. Federal Employer Identification Number of Insured or Social Security Number 141437421
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY, NY 12210	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL557763 3c. Policy effective period 07/01/2019 to 06/30/2021

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/13/2020 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

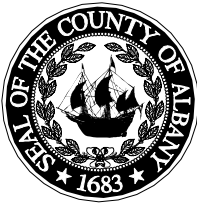
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





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 9, 2021

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

Dear Chairman Joyce,

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

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

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

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2685, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (CMU)

Date: 8/26/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

**Albany County Department of Mental Health
175 Green Street, Albany, NY 12203**

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$228,000

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

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

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

CONCERNING ALL REQUESTS

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

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

Revenue Account and Line: AA6010 04615

Revenue Amount: \$66,927.00

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$228,000.00

Source of Funding - (Percentages)

Federal: 29%

State:

County: 71%

Local:

Term

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

Length of Contract: 12 months

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 388

Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Albany County Department of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. This agreement provides reimbursement for two (2) fulltime Mental Health Certified Alcohol Substance Abuse Counselor (CASAC) positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

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

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

PURSUANT TO RESOLUTION NO. 388, ADOPTED 11/9/2020

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

WITNESSETH:

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

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

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

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York; and

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

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

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

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

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

The Department of Mental Health agrees to:

- a) Provide administrative and supervisory oversight of the performance of CMU Certified Alcohol Substance Abuse Counselors (CASACS) including the recruitment, hiring, training and supervision of all Department of Mental Health program staff.
- b) Provide two (2) CASACS to provide substance abuse assessments and monitoring of treatment compliance for temporary assistance and Medicaid recipients.
- c) Administer and manage the CMU forms/tools within the IMA Electronic Health Record (EHR) System.
- d) Provide DSS with the necessary training and concurrent user licenses to conduct scheduling and case collaboration within the IMA EHR system.
- e) Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.
- f) Assist the Department of Social Services in providing training and orientation information regarding substance abuse assessments and case management services to appropriate Social Services staff.
- g) Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.
- h) Prepare and submit all required reports and claims related to the employability assessments conducted, substance abuse treatment monitoring and case management services provided.

The Department of Social Services agrees to:

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

ARTICLE II. GENERAL PROVISIONS

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

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

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

ARTICLE III. CONFIDENTIALITY

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

ARTICLE IV. INFORMATION ACCESS

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. GRIEVANCES AND FAIR HEARINGS

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

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

ARTICLE VII. FEES

In consideration of the terms and obligations of this Agreement, the Department of Social Services agrees to pay and the Department of Mental Health agrees to accept up to a maximum of **TWO HUNDRED AND TWENTY-EIGHTY THOUSAND 00/100 DOLLARS (\$228,000)** as full compensation for the Service described under this Agreement.

The Department of Mental Health agrees to use these funds to support the salary, fringe benefit and administrative costs of two (2) Certified Alcohol Substance Abuse Counselors (CASACS) dedicated to the provision of the alcohol/substance abuse employability assessment and treatment monitoring services (CMU), required UDS lab costs for clients; and the administration of the CMU forms/tools within the IMA Electronic Health Record (EHR) system and provide a sufficient number of concurrent user licenses as determined for DSS staff to access IMA for scheduling and case coordination with CMU. Any lab fees or administrative costs that remain unspent towards the end of the contract period can be claimed towards supervision and administrative support staff salary and fringe as long as the total expenditures for all costs under this MOU do not exceed the maximum amount.

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

ARTICLE VIII. NON-APPROPRIATIONS

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

ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE X. GOVERNING LAWS

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

ARTICLE XI. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 2021, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by ninety (90) days written notice of such termination.

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

County of Albany

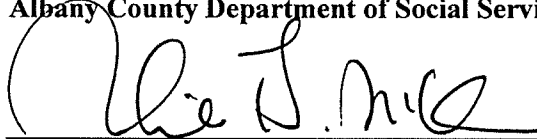
Date: 1/11/2021


 Daniel P. McCoy
 Albany County Executive

or
 Daniel C. Lynch
 Deputy County Executive

Albany County Department of Social Services

Date: 12/28/20


 Michele G. McClave, Commissioner

Albany County Department of Mental Health

Date: 12/22/2020


 Stephen J. Giordano, Director

EXHIBIT 1

CMU Alcohol/Substance Abuse Employability Assessments Services

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

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

This requires the following:

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

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

Paper Reviews

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

Fair Hearings

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

Access to Information

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

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

Reports

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

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

EXHIBIT 2

CMU Alcohol/Substance Abuse Release of Information Approval Form

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

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

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

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

CMU RELEASE OF INFORMATION APPROVAL REQUEST

Client Name:

Date of Request by Individual:

File Records* Requested:

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

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

DEPARTMENT OF SOCIAL SERVICES APPROVAL

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

DSS Name/Title: _____

DSS Signature: _____

Date:

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2021 – December 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

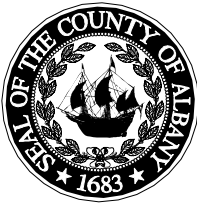
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

September 9, 2021

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

Dear Chairman Joyce,

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives annual federal funding in the amount of \$245,145 for the provision of child care registration services and associated Albany County Department of Social Services administrative costs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS and for the County to receive State funding for the project. The Department is also requesting authorization to renew our subcontract with Brightside Up, Inc. to perform registration, inspection and oversight responsibilities for childcare providers in Albany County.

Brightside Up provides the registration and inspection of all childcare providers in Albany County through comprehensive evaluations and reviews such as health requirements, safety requirements, criminal history checks, child abuse and maltreatment checks. They also conduct investigations and track complaints made against providers, provide outreach to low income neighborhoods in a concentrated effort to network and continually develop family day care providers. In addition they assist families in finding safe and qualified child care, provide training to providers and parents alike in areas such as early learning and development as well nutrition and physical activity.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2686, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Brightside Up)

Date: 8/26/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Brightside Up, Inc.

91 Broadway

Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$245,145

Scope of Services: **Provide OCFS pass through funding to Brightside Up for the provision of full Child Care Registrar Services in Albany County that includes initial and renewal registration/licenses, annual inspection, complaint investigation, safety assessments, training and support for all existing and potential family day care providers and school-age child care sites.**

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: Social Service Law Sec 365f

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

Revenue Account and Line: AA6010 04610

Revenue Amount: \$245,145

Appropriation Account and Line: AA6010 44046

Appropriation Amount: \$245,145

Source of Funding - (Percentages)

Federal: 100

State: .

County: .

Local: .

Term

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

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 15

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives federal pass through funding in the amount of \$245,145 for the provision of oversight, inspection and registration of licensed child care services in Albany County and associated Albany County Department of Social Services' administrative costs.

NYS has selected Brightside Up, Inc. as a subcontractor to conduct the following services: Completion of family day care home registration applications, school age child care registration applications, inspections and safety assessments of family day care homes and school age child care programs, and investigations of complaints against registered programs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS, receive State funding for the project and to renew our subcontract with Brightside Up, Inc. to perform these services in an amount not to exceed \$233,065.00. Reimbursement to Brightside Up, Inc. is contingent upon the funding level that has been approved by OCFS. Albany County Department of Social Services keeps an allowable administrative reimbursement of \$12,080, which explains the difference in total funding amount and Brightside Up contract amount. Since this is a NYS selected provider of service an RFP is not required.

As the current provider, Brightside Up Inc. is satisfactorily meeting the required performance target expectations. There are currently 397 active childcare providers who provide care to 581 Albany County families (a total of 781 children)

receiving assistance.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
BRIGHTSIDE UP, INC.
FOR
DAY CARE REGISTRATION AND INSPECTION PROGRAM
PURSUANT TO RESOLUTION NO. 339 ADOPTED 10/13/2020**

This is an Agreement by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), Albany County Office Building, 112 State Street, Albany, New York 12207 and Brightside Up, Inc. (formerly Capital District Child Care Coordinating Council) located at 91 Broadway, Menands, NY 12204 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, New York State Office of Children and Family Services (hereinafter referred to as "OCFS") has heretofore requested proposals for the 2012 and/or the 2013 Child Care Resource and Referral and Infant/Toddler Regional Services request for proposals for the Albany County Department of Social Services, said request for proposals is incorporated by reference into this Agreement, and

WHEREAS, the Provider had heretofore submitted a proposal for family day care registration and inspection services in connection with the above-mentioned request for proposals, and

WHEREAS, the County has accepted the offer of the Provider to provide family day care registration services.

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

ARTICLE I. SCOPE OF SERVICES

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

ARTICLE II. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required so that the County and NYS Office of Children and Family Services (OCFS) will be able to fulfill their function and responsibility.

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

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement, as more fully described in Exhibit 1.

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

The Provider agrees that OCFS shall have the same access to any books, documents, records and other information relevant to the project as is provided to the County and to the State.

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

ARTICLE V. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement. It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and the attendance of all registration staff of the provider will be required as determined by OCFS Regional Office staff.

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

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

ARTICLE VIII. ACCOUNTING RECORDS

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

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

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

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a monthly basis in accordance with the budget amount set forth in Exhibit 2 and performance standards specified in Exhibit 1, such Exhibits being attached hereto and made a part hereof, but in no event shall that total cost exceed the sum of **TWO HUNDRED THIRTY-THREE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$233,065.00)**.

Fees for the services provided shall be payable upon submission by the Provider of a County claim form signed by the Provider submitted to the Albany County Department of Social Services. The claim form or attached invoice must contain itemized details of the services rendered. Fees for service shall be based on the Provider's compliance with all applicable timelines, operating

procedures, and other requirements, including those of the Child Care Facility System. If it is determined that the Provider has not met the acceptable Quarterly Standard, the applicable penalty will be withheld and the amount paid to the Provider will be reduced accordingly.

ARTICLE X. NON-APPROPRIATIONS

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

ARTICLE XI. INDEMNIFICATION

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

ARTICLE XII. INSURANCE

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

ARTICLE XIII. ASSIGNMENTS

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

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

ARTICLE XIV. CONFLICT OF INTEREST

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

ARTICLE XV. NON-DISCRIMINATION

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

ARTICLE XVI. APPLICABLE LAW

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVIII. MACBRIDE PRINCIPLES

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

ARTICLE XIX. LICENSES

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

ARTICLE XX. REMEDY FOR BREACH

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

ARTICLE XXI. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 2021. It is agreed upon by the Provider that performance beyond the scope of this Agreement will not be paid for by the County.

ARTICLE XXII. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XXIII. INTERPRETATION

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

ARTICLE XXIV. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXV. MODIFICATION

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

ARTICLE XXVI. ADDITIONAL ASSURANCES

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

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

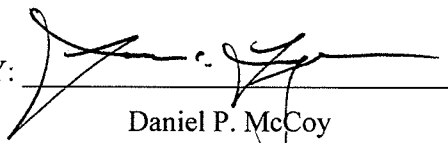
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

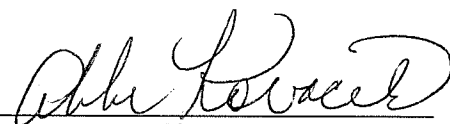
COUNTY OF ALBANY

DATE: 11/18/2020

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

BRIGHTSIDE UP, INC.

DATE: 11-3-20

BY: 
 Signature
Executive Director
 Title

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

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

NOTARY PUBLIC

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

On the 18th day of December, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

E

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 30th day of November, 2020, before me, the undersigned, personally appeared ABDE KOVACIK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paulann Beardsley
NOTARY PUBLIC

PAULANN BEARDSLEY
Notary Public, State of New York
No. 01BE6265262
Qualified in Rensselaer County
Commission Expires 07/09/24

SCHEDULE A

INSURANCE COVERAGE

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

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

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Abbe Kovacik, do hereby affirm that during the term of Albany County's contract with Brightside Up, Inc. for the provision of Registrar (Child Care), a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 11-3-20

By: _____

Abbe Kovacik

Signature

Executive Director

Title

SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

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

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

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

Brightside Up, Inc
 Organization

Albi Kovach
 Authorized Signature

Executive Director
 Title

11/3/20
 Date

SCHEDULE D

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

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

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

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

Brightside Up, Inc
Organization

Ally Kovach
Authorized Signature

Executive Director
Title

_____ Date

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

EXHIBIT 1

Scope of Services

1. Processing Registration Applications

- a. Brightside Up, Inc. will conduct Family Day Care (hereinafter referred to as "FDC") Information Sessions in locations convenient to bus lines and in lower income neighborhoods. For those individuals or agencies interested in opening school-age programs, technical assistance about the process will be provided on a one-to-one basis.
- b. Registration/Orientation sessions will be at the below site which Brightside up, Inc. anticipates using for Information Sessions when needed:
 - Brightside Up, Inc., 91 Broadway in Menands
- c. Requests for a family day care application will be forwarded to Brightside Up, Inc. Technical assistance will be provided to individuals needing help with the application packet either on the phone or in person at Brightside Up, Inc. On a limited basis, home visits may also be coordinated to provide technical assistance.
- d. Applications will be reviewed to ensure that information has been filled out completely. If documentation is not complete, the Registrar will call the applicant or send a letter if the applicant cannot be reached by telephone. The State Central Registry clearance form will be provided online. To check references, letters will be mailed to those individuals listed. If a letter is returned as undeliverable, calls will be made to the references.
- e. Form letters will be mailed out to legally exempt providers within five days of receipt of their initial or renewal applications to notify them of their application status.
- f. A computerized data base will continue to be maintained to monitor expiration dates of legally exempt providers' registrations. Legally exempt providers will be notified with a form letter and registration renewal packet mailed out 120 days prior to the expiration of their registrations.
- g. Applications will be evaluated according to the legally exempt provider's documentation of meeting criteria such as:
 - Health requirement verifying that the provider has received a physical examination by a medical practitioner and a documented TB test, and that the providers' children and other residents of the home do not have health conditions which could endanger the children in the family day care
 - Safety requirement verifying an inspection of a gas space heater, wood burning stove, fireplace, or well/spring water (if the family day care home does not have municipal water)
 - References attesting to the legally exempt provider's ability to provide child care
 - State Central Registry of Child Abuse and Maltreatment clearing the name of the applicant and other residents of the home who are eighteen years of age or over
 - Criminal History Record Check by the Division of Criminal Justice Services of applicants, household members, and staff
 - Environmental hazards statement
 - Health care and evacuation plan

A recommendation of approval or disapproval of a registration application will then be made to the Albany Regional Office Bureau of Early Childhood Services.

2. Conducting Investigations and Tracking Complaints

- a. The Registrars will conduct an initial inspection at the site of each potential registered FDC home and School Age Child Care (hereinafter referred to as "SACC") site. 100% of the

existing sites will be inspected annually. At each of these unannounced inspection visits, a full compliance study will be made according to established guidelines. As part of the compliance assessment, minor violations will be noted and technical assistance provided for correcting violations. Violations of a more serious nature will be referred to the Albany Division of Child Care Services for enforcement. A safety assessment will be conducted upon receipt of a criminal record to aid in the determination of potential enforcement action.

- b. Upon receiving a complaint from the Albany Regional Office, the Registrar will visit the family day care home or school-age program within twenty-four hours if the complaint indicates that children may be in imminent danger. Serious complaints will be investigated within five days. In all other instances, inspection visits will be made within fifteen days of receiving the complaint (including programs that have failed to register).

During the on-site visit, an assessment will be made to substantiate if the complaint is a minor violation or of a serious nature. For minor violations, technical assistance will be provided to correct the condition. If the complaint is considered serious, it will be referred immediately to the Albany Regional Office of OCFS. After an enforcement action, multiple monitoring visits are conducted by the according to the guidelines established by OCFS.

While a complaint is being investigated, no public referrals (hereinafter referred to as "NPR") will be made to the family day care providers' home or school-age program according to guidelines established for complaint procedures by OCFS. When a complaint is resolved, the NPR status will be removed and referrals made to the program may resume.

- c. A letter will be hand-delivered to an unregistered provider (who exceeds the legal number of children) informing the caregiver of the option to become registered, the benefits of becoming registered, start-up funding availability, etc. If the provider desires to remain unregistered, information will be given about operating a child care business for only two children on an informal basis which is legally exempt from regulation. If the provider desires to remain unregistered and refuses to take the corrective action of reducing the number of children in care, the matter will be turned over to OCFS Albany Regional Office for enforcement.
- d. Upon receipt of the renewal application, if there are unresolved regulatory violations or complaints, or if the provider has failed to meet mandated training requirements, an unannounced site visit may be made. If, despite technical assistance, a plan for corrective action cannot be developed, the matter will be referred to the OCFS Albany Regional Office for enforcement.
- e. A computerized data base will be maintained for each provider to track inspection reports, compliance documentation, or corrective actions. In addition to this data base, information will be retained on paper in files for individual providers.
- f. When Brightside Up, Inc. receives a complaint regarding regulatory violations or child abuse/neglect, the person will be given the appropriate number to call at the OCFS Albany Regional Office as required by state policy. If a complaint involves a non-regulatory matter and is of a personal nature, such as payment of fees, the Registrar and other Child Care Council staff working in this program area will offer technical assistance concerning contracts between providers and parents, program policies.

3. Provider Grievances

The Registrar will inform providers that Brightside Up, Inc. has a grievance procedure which providers may use to present grievances about the operation of the Family Day Care Registration Services program and the right of the provider to appeal. The Child Care Council will inform providers and the Albany County Department of Social Services of this procedure. According to Family Day Care licensing regulations at 18 New York Codes, Rules and Regulations (hereinafter referred to as "NYCRR") 417.18 and School-Age Child Care licensing regulations at 18 NYCRR 414.18 (Enforcement of Regulations and Hearings), a family day care provider or school-age program has the right to a hearing to determine if the provider/program has failed to comply with applicable law and regulation. After the hearing, determinations are made to reject, revoke, terminate, suspend or limit registration, or impose civil penalties.

4. Outreach to Lower Income Neighborhoods

Outreach to lower income neighborhoods will be an extension of the promotional work that Brightside Up, Inc. currently does to advertise information sessions for family day care providers. Brightside Up, Inc. will continue to network with community based agencies in Albany County. Outreach activities will include placing information in community based newsletters, posting fliers, participating in community fairs and events, and meeting with agencies and local groups such as:

- ♦ Cornell Cooperative Extension of Albany County
- ♦ Capital District Educational Opportunity Center Urban League
- ♦ Whitney Young Health Center
- ♦ Residents groups within the Albany Housing Authority
- ♦ Neighborhood Associations in Albany
- ♦ Weed and Seed Program
- ♦ St. Patrick's Child Care Program

Brightside Up, Inc. will have staff (currently 2 persons) that is fluent in Spanish who can provide assistance. Potential applicants are also encouraged to call the agency on the number (800) 521-KIDS if they do not have telephone access. The agency will also have Notary(ies) Public on staff (currently 2 persons) who can verify a signature for the required notarization on the application.

Brightside Up, Inc. will continue to distribute a packet of materials which consists of the health and safety grant application, information for ordering forms to be used in the family day care business, and technical assistance tip sheets (including taxes, insurance, process time line, and start-up expenses) in starting the business. These materials will be provided for every participant at an Information Session.

Other supports will include information about purchasing such items as receipt books, contract and policy handbooks, *Calendar Keepers* for business record management, etc. Copies of these publications will be also available from the Brightside Up, Inc. Resource Lending Library.

5. Documentation

Brightside Up, Inc. will provide reports, written assessments, or other documentation as required by the NYS OFCS Albany Regional Office and the Albany County Department of Social Services. The agency will maintain any additional books, documents, or records as required by federal, state, or county governments for inspection, review, or audit.

6. Compliance

Brightside Up, Inc. will comply with all current and subsequent rules, regulations, and laws (primarily, but not limited to, those in 18 NYCRR Parts 414 and 417) pertaining to the provision of the registration program services.

7. Staffing

Brightside Up, Inc. will assure that appropriate staff provides registration services, information programs, investigations, inspections and complaint investigations. These activities will be subject to monitoring by the Albany County Department of Social Services. Any and all documentation associated with these program activities will be made available to the Albany County Department of Social Services upon request.

8. Cooperation and Participation

Brightside Up, Inc. will cooperate and participate in any endeavors incident to the delivery of the registration program services, including but not limited to, testimony for fair hearings, grievance hearings and notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and in any other matters of procedures. It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required as determined by the OCFS Regional Office for Albany County.

9. Other Relevant Information

As part of the six-county (Albany, Fulton, Montgomery, Rensselaer, Saratoga, and Schenectady) network, Brightside Up, Inc. will continue to provide full services including registration, training, CACFP, and/or Health and Safety grants to existing and potential family day care providers and school-age child care sites.

It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

The same rules of confidentiality and professional conduct that are required of all registration staff in the LDSS and the DCCS Regional Offices are required of Brightside Up, Inc. staff.

10. Standard Performance levels

A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the successful Provider has reached an acceptable level of compliance for the quarter. The determination of whether the Provider met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Provider's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Provider has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The

Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Provider demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Provider in writing of the Office's approval of any such waiver request, or shall notify the Provider of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Provider registration staff will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Provider registration staff will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action.

All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Complaint Investigations

The Provider registration staff will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Provider registration staff will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Annual Inspections

The Provider registration staff will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for

Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Provider registration staff will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid-point requirements. The Provider registration staff will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Provider will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Provider shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Provider will report to the Office the evidence of

risk-based assessment outcomes for identified programs, if applicable. In addition, the Provider will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Provider will maintain the Office-approved Provider staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Provider of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective DCCS Regional Office Manager. The Provider will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Provider is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

(s).

11. Training

It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

EXHIBIT 2

Sub-Contract Agency: Brightside Up, Inc.
Period: January 1, 2021 - December 31, 2021

Albany County

Budget Summary

Expense Category	OCFS Funds	Total Cost
A. Personal Services		
1. Personnel	\$164,589	\$164,589
2. Fringe Benefits	\$29,626	\$29,626
3. Total (Lines 1 + 2)	\$194,215	\$194,215
B. Non-Personal Services		
4. Contractual/Consultant	\$28,660	\$28,660
5. Staff Travel/Per Diem	\$5,065	\$5,065
6. Equipment	\$0	\$0
7. Supplies	\$3,400	\$3,400
8. Other Expenses	\$1,725	\$1,725
9. Total (Total Lines 4 to 8)	\$38,850	\$38,850
C. Project Total (Lines 3 + 9)	\$233,065	\$233,065

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, or other provisions, as may be required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2021 – December 31, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2020

104

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

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

PRODUCER Marshall & Sterling Upstate, Inc. 300 Route 23B Leeds NY 12451		CONTACT NAME: Stacey Newman PHONE (A/C, No, Ext): (518) 943-3900 FAX (A/C, No): (518) 943-7440 E-MAIL ADDRESS: snewman@marshallsterling.com	
INSURED Brightside Up, Inc. 91 Broadway Albany NY 12204		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Co of NY NAIC # 22136 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL199372647 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PAC583539417	08/21/2019	08/21/2020	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PAC583539417	08/21/2019	08/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Proof of Insurance.

CERTIFICATE HOLDER

County of Albany Department of Social Services 162 Washington Ave. Albany NY 12210
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141648493
 BRIGHTSIDE UP INC
 91 BROADWAY
 ALBANY NY 122042728



SCAN TO VALIDATE
 AND SUBSCRIBE

POLICYHOLDER BRIGHTSIDE UP INC 91 BROADWAY ALBANY NY 122042728		CERTIFICATE HOLDER COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210-2304	
POLICY NUMBER A 900 994-5	CERTIFICATE NUMBER 895068	POLICY PERIOD 03/16/2020 TO 03/16/2021	DATE 2/27/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 900 994-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

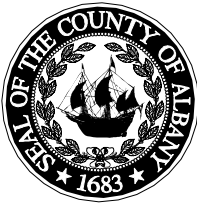
IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 636801371



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 16, 2021

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

Dear Chairman Joyce,

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

Albany County Department of Social Services (DSS) is requesting permission to accept funding from the U.S. Department of Agriculture Food and Nutrition Service for a 2021 SNAP Process and Technology Improvement Grant for funding for a SNAP System Call Center and SNAP workflow management and status tracking software in the amount of \$853,751.

This funding will cover salaries and fringe for eight staff for the first year of the grant, including three current staff, the purchase of a call center phone system, call center data collection software, workflow management and status tracking software and essential training and furniture needed to establish the call center.

The development of a call center and implementation of a workflow management system will significantly improve our SNAP work processes and provides an enhanced level of customer service to the individuals we serve. We expect less "churn" of clients calling multiple times or visiting the DSS Reception area unnecessarily when most issues can be handled over the phone for SNAP.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2752, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services

Date: 9/17/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: See attached Budget Worksheet
Source of Funds: US Department of Agriculture
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

**United States Department of Agriculture
1320 Braddock Place, Alexandria, VA 22314**

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$853,751

Scope of Services: **Albany County Department of Social Services is requesting permission to accept funding from the U.S. Department of Agriculture Food and Nutrition Service for a 2021 SNAP Process and Technology Improvement Grant for funding for a SNAP System Call Center and SNAP workflow management and status tracking software.**

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA6010.4610

Revenue Amount: \$853,751

Appropriation Account and Line: See attached budget worksheet

Appropriation Amount: \$853,751

Source of Funding - (Percentages)

Federal: 100%

State: .

County: .

Local: .

Term

Term: (Start and end date) 9/30/2021-9/30/2024

Length of Contract: 36 months

Impact on Pending Litigation

Yes ☐ No ☒

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

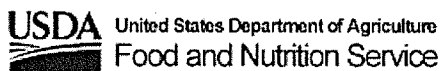
Previous requests for Identical or Similar Action:

Resolution/Law Number: 205

Date of Adoption: 7/12/2021

Justification: (state briefly why legislative action is requested)

Via Resolution 205 Adopted 7/12/21 authorization was granted to apply for a USDA 2021 SNAP Process and Technology Improvement Grant (PTIG). Albany County Department of Social Services (DSS) is requesting permission to accept a USDA 2021 SNAP Process and Technology Improvement Grant and to contract with the US Department of Agriculture for funding for a SNAP Centralized Call Center and Ventek, Inc. workflow management and status tracking software. Albany County receives approximately 25,000 SNAP calls annually. Our staffing levels are such that we are not able to address the high volume of calls we receive each day. This delay in returning calls or inability to return a call at all further increases the number of duplicate calls and creates unnecessary traffic in our Reception Area. The volume of calls and in-person visits to have questions answered and conduct interviews, takes staff away from processing applications in a timely and efficient manner. In addition to the challenges with call volume, Albany County Department of Social Service's SNAP Division operates a manual "task-based" workflow process for over 18,000 cases, whereby work is distributed in batches by task to various staff and completion/status is tracked through individual work logs. This manual "task-based" process is arduous when tracking down a case to answer the questions of SNAP clients via telephone. Albany County requires a more efficient workflow process to better distribute, monitor and manage SNAP cases. In order to improve our overall workflow, increase our ability to respond to calls, and better meet the needs of the individuals we serve, we have determined that establishing a SNAP Centralized Call Center with the addition of five staff and utilizing three current staff dedicated to the call center and the implementation of technology, software and training would help us achieve this important goal. This SNAP Centralized Call Center will also promote efficiencies in making case changes immediately when a call is received and meeting case processing requirements in a timely manner. Our original grant application requested funding for \$692,357, During the grant application process, USDA offered additional funding in the amount of \$164,900 for grant purposes. We made additions to the grant compliment of staffing and services which fully support the Call Center. Our request was approved. DSS is requesting to accept an award in the amount \$853,751 from the USDA SNAP Process and Technology Improvement Grant, which will cover staff salaries and fringe for the five additional staff for the first year of the grant, the purchase of a call center phone system, call center data collection software, workflow management, data reporting and status tracking software, and essential training and furniture, needed to establish the call center. The grant period covers 2021-2024. The development of a call center and implementation of a workflow management system will significantly improve our SNAP work processes and provides an enhanced level of customer service to the individuals we serve. We expect less "churn" of clients calling multiple times or visiting the DSS Reception area unnecessarily when most issues can be handled over the phone for SNAP.



United States
Department of
Agriculture

Food and
Nutrition
Service

Office of
Financial
Management

1320 Braddock
Place
Alexandria, VA
22314

September 15, 2021

Ms. Erin Stachewicz
Executive Deputy Commissioner
Albany County Dept of Social Services
162 Washington Avenue
Albany, NY 12210

Dear Ms. Stachewicz,

Congratulations! We are pleased to inform you that the USDA Food and Nutrition Service (FNS) has approved funding of your application for the FY21 Process and Technology Improvement Project.

Attached please find the FNS-529 Grant/Cooperative Agreement award document that provides funding for the above-referenced project, as detailed below:

FNS Program Area:	SNAP
Total Amount of Federal Award:	\$853,751.00
FNS Award Amount:	\$853,751.00
Cost Share Amount:	\$0.00
Award Start Date:	September 30, 2021
Award End Date:	September 30, 2024

The Total Amount of Federal Award includes both Federal and non-Federal funding, such as cost sharing, matching or a recipient's voluntary contribution. In addition, attached is a copy of the FNS Award Terms and Conditions for this award. These Terms and Conditions will remain in full force and effect throughout the award. Please note the following, as detailed in the Terms and Conditions:

- All expenditures paid for with funds provided under this award must be incurred within the period authorized above, and be in accordance with the tasks, project deliverables, and guidelines outlined in the Award Terms and Conditions.
- Only actual costs for work completed may be charged to the award, not the estimates detailed in your application.
- If you establish sub-awards to carry out any of the work on your project, it is important that subgrantees also abide by the Award Terms and Conditions. It is your responsibility to monitor the work and expenditures of your subgrantees.

Please have the appropriate authorizing official sign (**IN BLUE INK**) a copy of the FNS-529 and return to FNS, no later than **5 days after the receipt of this letter**. To expedite the funding process, you may return the signed document as a PDF attachment via email, provided the scanned document is in **color**.

Please forward your signed document via email to anna.arrowsmith@usda.gov.

Ms. Stachewicz

Page 2

In addition, we also ask that if you do not already have an Automated Standard Application for Payment (ASAP.gov) account established with FNS, that you complete an ASAP setup form so that we can set up the Letter of Credit by which your award funds will be made available to you. To access the ASAP Setup form, please visit <https://www.fns.usda.gov/sites/default/files/media/file/FNS-914.pdf>. ASAP.gov is a secure, web-based electronic payment system that allows recipients to access their funding. For additional information on ASAP.gov, please visit <https://www.ASAP.gov>. **Please return the ASAP setup form only if you do not already have an ASAP account established with FNS.**

Lastly, to comply with the reporting requirements of your award as detailed in the Terms and Conditions, you will require access to the FNS Food Program Reporting System (FPRS) and a USDA e-Authentication Level 2 Account. Please visit <https://fprs.fns.usda.gov/> for FPRS enrollment instructions and complete all required enrollment steps.

Once we have received your signed FNS-529 award document, we will sign and return one copy of the fully executed award to you. Please note that your fully executed FNS-529 award, signed by both FNS and your organization, serves as the “official award document” and should be maintained in your files.

If you have any questions, please contact your Grants Officer, Anna Arrowsmith, at 703-305-2998 or via e-mail at anna.arrowsmith@usda.gov.

Once again, congratulations on your award. We look forward to working with you and your staff on your FNS project.

Sincerely,

LYNN RODGERS-
KUPERMAN

Digitally signed by LYNN
RODGERS-KUPERMAN
Date: 2021.09.14 17:21:07
-04'00'

Lynn Rodgers-Kuperman
Director, Grants and Fiscal Policy Division

SASHA
GERSTEN-PAAL

Digitally signed by SASHA
GERSTEN-PAAL
Date: 2021.09.13 14:29:39
-04'00'

Sasha Gersten-Paal
Director, Program Development
Division

Attachments

cc: Hallie Nelson
Michele McClave

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO SNAP-21-PTI-NY-1		2. FEDERAL AWARD DATE 09/15/2021	
GRANT/COOPERATIVE AGREEMENT		3. IS THIS AN R&D AWARD? ☐ YES ☒ NO		5. UNIQUE ENTITY IDENTIFIER (UEI) (DUNS: 0605366530000)	
		4. CFDA NUMBER 10.58		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) 218NY601S6031	
7. FEDERAL AWARDDING AGENCY Anna Arrowsmith USDA Food and Nutrition Service		8. CFDA NAME SNAP Process and Technology Improvement Grants			
9. RECIPIENT NAME Albany County Dept of Social Services 162 Washington Avenue Albany, NY 12210-2304		10. ACCOUNTING AND APPROPRIATION DATA FN.SN.4064.01.0100			
		11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$853,751.00		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$853,751.00	
		13. TOTAL AMOUNT OF THE FEDERAL AWARD \$853,751.00			
14. PLACE OF PERFORMANCE NY: New York		15. BUDGET APPROVED BY AWARDDING AGENCY \$853,751.00			
		16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$0.00		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) 0.00%	
18. MAIL REQUESTS FOR REIMBURSEMENT TO Payments made via ASAP Letter of Credit		19. SPONSOR(SPONSORING FNS PROGRAM) Hallie Nelson FY21 Process and Technology Improvement			
		20. START DATE 09/30/2021		21. END DATE 09/30/2024	
22. FEDERAL AWARD PROJECT DESCRIPTION 2021 SNAP Process and Technology Improvement Grant; Looking for funding for a SNAP System Call Center and SNAP workflow management and status tracking software.					
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments), and 2 CFR Part 418 (New Restrictions on Lobbying).					
23. REMARKS					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual)		DATE	SIGNATURE (Grant Official)		DATE
NAME (Type)			NAME (TYPE) Lynn Rodgers-Kuperman		
TITLE			TITLE Director, Grants and Fiscal Policy Division		
TELEPHONE NUMBER			TELEPHONE NUMBER 703-305-2595		

USDA FOOD AND NUTRITION SERVICE STANDARD TERMS AND CONDITIONS

Effective August 1, 2016, all new USDA Food and Nutrition Service grants and cooperative agreements, as well as amendments to existing awards, are subject to the following Standard Terms and Conditions.

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to the Grantee (hereinafter referred to as “Recipient”). By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below. Important information regarding the award, including the Agency contact and CFDA number, is contained on the Grant/Cooperative Agreement Form FNS-529.

The Recipient shall conduct the project as described in its submission of the Officer of Management and Budget (OMB) Standard Form 424, 424A, proposal, and budget narrative, including any subsequent revisions, amendments and/or clarifications.

Effective January 1, 2020, the System for Award Management (SAM.gov) will become the central repository for common government-wide certifications and representations required of Federal grants Recipients. As registration in SAM is required for eligibility for a Federal award and registration must be updated annually, Federal agencies will use SAM information to comply with award requirements and avoid increased burden and costs of separate requests for such information, unless the Recipient fails to meet a Federal award requirement, or there is a need to make updates to their SAM registration for other purposes.

STANDARD TERMS OF THE AWARD

1. **Funding:** The Agency will provide funds to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529. The Total Amount of The Federal Award – Box 13 of the FNS-529 – includes both Federal and non-Federal funding, such as cost sharing, matching or a Recipient’s voluntary contribution.
2. **Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21. The Recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout of the agreement must occur within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

3. **Amendments/Revisions and Budget Changes:** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted

USDA FOOD AND NUTRITION SERVICE STANDARD TERMS AND CONDITIONS

to the project) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to the Agency Contact listed on the Grant/Cooperative Agreement Form FNS-529, box 7.

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved project budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 days before the end of the award period. Any request received after this time will not be considered.

4. **Non-agreement Funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

REPORTING

5. **Quarterly and Final Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of each quarterly period, using the FNS-908 Performance Progress Report (PPR) form. These reports should cover the preceding quarterly period of activity. The final report is due 90 days after the end date of this Agreement. **Note:** Use of the FNS-908 PPR form is required for all progress and final reports. The FNS-908 PPR form will be sent with the award package and/or can be received upon request to the Grants Officer.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Recipient's ability to meet the project objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

The Recipient is strongly encouraged to submit Progress Reports via electronic mail to the Grants Officer listed on the FNS-529. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed on the Grant/Cooperative Agreement Form FNS-529, box 18.

6. **Financial Status Reports:** The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS Food Programs Reporting System (FPRS). Detailed FPRS enrollment instructions are provided at: <https://fprs.fns.usda.gov/>. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

USDA FOOD AND NUTRITION SERVICE STANDARD TERMS AND CONDITIONS

REGULATORY AND STATUTORY REQUIREMENTS

7. **Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-Wide Regulations

- 2 CFR Part 25: "Universal Identifier and System for Award Management"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 415: USDA "General Program Administrative Regulations"
- 2 CFR Part 416: USDA "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- 2 CFR Part 417: USDA "Non-Procurement Debarment and Suspension"
- 2 CFR Part 418 USDA "New Restrictions on Lobbying"
- 2 CFR Part 421: USDA "Requirements for Drug-Free Workplace (Financial Assistance)"
- 7 CFR Part 3: "Debt Management"
- 7 CFR Part 16: "Equal Opportunity for Religious Organizations"
- 41 U.S.C. Section 22 "Interest of Member of Congress"
- Privacy Act. The Cooperator/Recipient shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the "Freedom of Information" regulation (5 U.S.C. 552)

PROPERTY STANDARDS

8. **Insurance Coverage:** The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.
9. **Intangible Property:**
- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the

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Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the Federal Government's use of copyrighted materials is not intended to interfere with or disadvantage the Recipient or assignee in the sale and distribution of the award product.”

The Agency may request copies of an award product for not-for-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- b. The Agency has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the Recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the Recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

10. Federally owned and Exempt Property: Title to federally owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the Recipient must contact the Agency for disposition instructions.

11. Equipment: Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken, and the results reconciled with the equipment records at least once every two years. The Recipient shall share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award closeout to report the status of the equipment, if requested.

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The Recipient shall follow the Agency's equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

- 12. Sub-recipient Compliance:** The Recipient shall ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

PROCUREMENT STANDARDS

The Recipient shall adhere to all procurement standards, including those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326. When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. State Recipients shall comply with 2 CFR 200.322.

- 13. General Procurement Standards:** The Non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.
- 14. Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
- 15. Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
- a. Checking the System for Awards Management (SAM) to determine if the applicant or Recipient has been debarred or suspended. This information can be found at www.sam.gov.
 - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Recipient or sub-Recipient electing this must devise its own.
 - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.
- 16. Nondiscrimination:** The Recipient shall comply with the following nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, a Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies and Procedures;

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- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Recipient assures that it shall immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Recipient gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination based on disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the Recipient for public information, public education, or public distribution.

“USDA is an equal opportunity provider, employer, and lender.”

In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

RETENTION AND ACCESS

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- 17. Evaluation and Access to Records:** The Recipient shall cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient shall cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient shall require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

NONCOMPLIANCE AND TERMINATION

- 18. Noncompliance:** As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. **The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination.** If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the Recipient written notice of the basis for its determination.

If an award is suspended, and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

OTHER REQUIREMENTS

- 19. USDA/FNS Acknowledgement:** Unless otherwise advised by the Agency, the Recipient shall acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Recipient must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 20. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any

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liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*

21. Privacy Act Policy: The Agency does not collect any personal identifiable information without explicit consent. To view the Agency's Privacy Act Statement, visit: www.fns.usda.gov/privacy-policy.

22. Program Income: Program income is money that is earned or received by a Recipient or a sub-Recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The Federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

Income Earned During the Award Period: The Federal share of program income earned during the award period shall be retained by the Recipient and, unless the award specifies how such income shall be used, the Recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service
ATTN: Accounting Division
P.O. Box 979027
St. Louis, MO 61397-9000

All checks must identify funds as program income and include the **Project Fiscal Year, Agency Name and FNS Grant Award Document (GAD) Number** (the GAD Number can be found on the FNS-495).

POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

23. Post-closeout Adjustments: The closeout of a Federal award does not affect:

- a. The right of the Agency to disallow costs and recover funds based on an audit or later review;
- b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
- c. Audit requirements;

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- d. Property management and disposition requirements; and
- e. Record retention requirements.

24. Collections: Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not paid within 90 days, the Agency may make an administrative offset, withhold advance payments or take other necessary actions. In addition, interest will accrue on any overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

RESOLUTION NO. 205

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
REGARDING THE 2021 SNAP PROCESS AND TECHNOLOGY
IMPROVEMENT GRANT FOR THE IMPLEMENTATION OF A
CENTRALIZED CALL CENTER

Introduced: 7/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to submit a 2021 SNAP Process and Technology Improvement Grant application to the United States Department of Agriculture (USDA) in the amount of \$692,357 in grant funding for the implementation of a SNAP Centralized Call Center with Interactive Voice Response Technology, and

WHEREAS, The Commissioner has indicated the grant funding will cover the cost of six staff salaries and fringe for the first year of the grant, the purchase of a call center phone system, call center data collection software, workflow management and status tracking software, and essential training and furniture needed to establish the call center, and

WHEREAS, The Commissioner has also indicated that the call center will provide significant efficiencies in the processing of SNAP cases, and will allow the department to develop new SNAP work processes, resulting in an enhanced level of customer service to SNAP recipients and applicants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the USDA regarding the purchase of a call center phone system, the cost of six staff salaries and fringe for the first year of the grant, call center data collection software, training, and furniture necessary to establish the call center in the amount of \$692,357, and, be it further

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

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

Adopted by unanimous vote – 7/12/21

APPROPRIATIONS					Total Annual			
ACCOUNT NO.		Pos Cntrl	RESOLUTION DESCRIPTION	INCREASE	DECREASE	Cost	DEPARTMENT NAME	
AA	6010	1	2223	023	460208	Supervising Eligibility Examiner	\$ 17,335	Social Services
AA	6010	1	5504			Administrative Assistant	\$ 12,899	Social Services
	6010	2	2001			Office Equipment	\$ 21,198	Social Services
	6010	2	2100			Communications Equipment	\$ 28,067	Social Services
	6010	8	9010			State Retirement	\$ 5,684	Social Services
	6010	8	9030			Social Security	\$ 2,313	Social Services
	6010	8	9060			Hospital and Medical Insurance	\$ 7,256	Social Services
TOTAL APPROPRIATIONS							<u>\$ 94,752</u>	<u>\$ -</u>
ESTIMATED REVENUES								
ACCOUNT NO.		RESOLUTION DESCRIPTION			DECREASE	INCREASE	DEPARTMENT NAME	
REVENUES								
6010	3610	Social Services Admin - State					Social Services	
6010	4610	Social Services Admin - Federal			\$	94,752	\$ 12,872,163	Social Services
TOTAL ESTIMATED REVENUES					<u>\$ -</u>	<u>\$ 94,752</u>		SOCIAL SERVICES
GRAND TOTALS					<u>\$ 94,752</u>	<u>\$ 94,752</u>		SOCIAL SERVICES