

County of Albany

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



Meeting Agenda

Tuesday, October 26, 2021

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES
3. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM
4. AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES
5. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
6. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
7. AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
8. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR VICTIMS OF SEXUAL ABUSE
9. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR JUVENILE SEX OFFENDERS

10. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH FOCUS ON THE FUTURE PROGRAM REGARDING THE PROVISION OF PREVENTION SERVICES
11. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES - PARENT CARE PROGRAM
12. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES
13. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
14. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS – BERNE KNOX WESTERLO (BKW) CONNECTIONS PROGRAM
15. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES
16. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF FUNCTIONAL FAMILY THERAPY
17. AMENDING RESOLUTION NO. 245 FOR 2021 REGARDING AGREEMENTS WITH VARIOUS AGENCIES FOR THE FACILITATION OF SERVICES ASSOCIATED WITH THE FAMILY FIRST PREVENTION SERVICES ACT
18. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS
19. AUTHORIZING AGREEMENTS REGARDING THE EMERGENCY RENTAL ASSISTANCE PROGRAM AND AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET
20. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES

County of Albany

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



Meeting Minutes

Tuesday, September 28, 2021

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:**1. APPROVING PREVIOUS MEETING MINUTES**

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

CURRENT BUSINESS:**2. AUTHORIZING AGREEMENTS AND AMENDING THE 2021
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET:
GUN VIOLENCE PREVENTION PROGRAM**

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

**3. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND
FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES**

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

**4. AUTHORIZING AN AGREEMENT WITH CHILDREN'S HEALTH HOME
OF UPSTATE NEW YORK REGARDING REIMBURSEMENT OF
MEDICAID CARE MANAGEMENT SERVICES PROVIDED TO CHILDREN
IN ALBANY COUNTY**

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

**5. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING
RESIDENTIAL DOMESTIC VIOLENCE SERVICES**

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

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

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

7. AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS

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 THE U.S. DEPARTMENT OF AGRICULTURE REGARDING THE 2021 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Cornell Cooperative Extension for the provision of Prevention services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$117,135.

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-2767, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cornell Cooperative Extension for Provision of Juvenile Justice Prevention Services

Date: October 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):

Cornell Cooperative Extension Albany County

24 Martin Road

P.O. Box 497

Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$ 117,135

Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$ 49,314 \$ 26,941 \$ 1,640

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$ 117,135

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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: 20-349, 19-429, 18-463, 17-385, 16-369, 15-359, 14-387

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

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Cornell Cooperative Extension
for the Provision of Juvenile Justice Prevention Services

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cornell Cooperative Extension for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$117,135. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Cornell Cooperative Extension is \$117,135.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

Cornell Cooperative Extension proposed to provide Juvenile Justice Services programming through the Strengthening Families and Urban Four H service models. Strengthening Families is an evidence-based program and utilizes a parent, youth and family skills-building curriculum designed to strengthen parenting skills, build family strengths, and prevent teen substance abuse

and other behavior problems. The target population for this service are parents and their youth, ages 10-15, (this program can be adapted to serve the 16-17 yrs old population if there is a need), who are involved in the Juvenile Drug Court or with ACDCYF services and are at risk of detention and foster care placement. Groups are held up to 4 times per year for 10-20 families. The Urban 4H Program will be conducted in such topic areas as forensics, gardening, environmental education, animal science, food preparation and healthy eating, and career exploration. Youth, who are participating in the Albany County Juvenile Drug Court Program, Probation or DCYF services, who are at risk of detention and foster care placement and their families, can be referred for participation in this program.

RESOLUTION NO. 349**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE
PREVENTION SERVICES**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 463 for 2018, this Honorable Body authorized an agreement with Cornell Cooperative Extension regarding the provision of juvenile justice prevention services in an amount not to exceed \$103,550 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into a renewal agreement with Cornell Cooperative Extension, the second and final option to renew, regarding the provision of juvenile justice prevention services for the Strengthening Families and Urban 4-H Programs in the amount of \$103,550 for the term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension regarding the provision of juvenile justice prevention services in an amount not to exceed \$103,550 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET – SUITE 300
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$214,839.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2768, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Berkshire Farm Center and Services for Youth for Provision of Juvenile Justice Prevention Services for the Home Run Program

Date: October 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 Farm Center and Services for Youth

500 New Karner Road 3rd Fl

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$ 214,839

Scope of Services: The Home Run Prevention program focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$ 90,447 \$ 49,413 \$ 3,008

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$ 214,839

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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: 20-347, 19-428, 18-462, 17-389, 16-372, 15-358, 14-389, 13-480, 12-471

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

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farm Center and Services for
Youth for the Provision of Juvenile Justice Prevention Services

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$214,839. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Berkshire Farm Center is \$319,492.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

Berkshire Farm Center and Services for Youth's Home Run Program is an intensive client centered, family focused school, community, and home-based truancy prevention program for at-risk youth. The program provides an array of services, including assessments, crisis intervention, individual and family counseling, and linkages to recreational activities and community supports.

The Home Run Program will operate at participating schools in the following School Districts: City of Cohoes, City of Watervliet, Green Island, South Colonie and Guilderland. The target population is youth and families who are at-risk for out-of-home placement due to a presenting issue of truancy. The goals of the Home Run Program are to reduce the incidence of truancy; improve the social, emotional, and academic competencies of youth; reduce negative youth behaviors such as violence and crime; empower youth and families in all aspects of service delivery; increase parental involvement in school and in the community; and provide families with the skills and resources they need so youth will remain successfully in their homes and communities. Berkshire Farm Center and Services or youth Home run program would provide services for up to twenty (20) Albany County families.

RESOLUTION NO. 347**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 462 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services in an amount not to exceed \$309,950 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families has requested authorization to enter into a renewal agreement with Berkshire Farm Center & Services for Youth, the second and final option to renew, regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$309,950 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with LaSalle School for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$472,675.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2769, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Juvenile Justice Prevention Services with LaSalle School (as a Collaboration)

Date: October 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):

LaSalle School

391 Western Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$472,675

Scope of Services: Juvenile Reporting and Family Center (JRFC) is a collaborative effort between the LaSalle School, Saint Anne Institute, and St. Catherine's Center to provide a cost effective alternative to detention for youths

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

b

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

Revenue Account and Line: AA6071 03670 04617 04670 AA6119 03322

Revenue Amount: \$159,738 \$87,268 \$5,312 \$93,250

Appropriation Account and Line: AA6071 44046 44046R

Appropriation Amount: \$379,425 \$93,250

Source of Funding - (Percentages)

Federal: 19.59

State: 53.52

County: 26.89

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 LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-356, 19-427, 18-506, 17-388, 16-367, 15-357, 14-390, 13-481, 12-472, 12-70, 12-71 11-026, 11-447

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

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with LaSalle School
for the Provision of Juvenile Justice Prevention Services**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with LaSalle School—Juvenile Reporting Center for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$472,675. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for LaSalle School is \$472,675.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

LaSalle's Juvenile Reporting and Family Center (JRFC) is a collaborative effort between the LaSalle School, Saint Anne Institute, and St. Catherine's Center for Children to provide a cost effective alternative to detention for youths age 9 – 17 within Albany County and connect youths and their families with holistic services through the program's Service Partners to address the risk factors and provide protective factors to referred youths and their families in a safe and neutral location. This collateral programming will be tailored to each family, provide custom designed discharge planning to foster meaningful connections to their community and natural supports, and may include, but is not limited to: substance abuse treatment, mediation services, mentoring, employment planning, recreation, school based organizations and parental empowerment. The JRFC and their service partners share the vision of providing services and supports which will positively impact the youth and families involved with the Juvenile Justice System and reduce recidivism.

RESOLUTION NO. 356**AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING
THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 506 for 2018, this Honorable Body authorized an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with LaSalle School, the second and final option to renew, regarding the provision of juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Juvenile Reporting and Family Center provides a cost effective deterrent to detention for youths aged 9 to 17 years old and connects youths with services to address risk factors and provide protective factors to youths and their families through programming that will be tailored to each family, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with LaSalle School and St. Catherine's Center for Children regarding juvenile justice prevention services for the Juvenile Reporting and Family Center in an amount not to exceed \$661,279 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2021 – December 31, 2021 in the amount of \$428,561.

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-2770, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Clinical Prevention Services with Community Maternity Services

Date: October 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):

Community Maternity Services

27 North Main Ave

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$428,561

Scope of Services: Prevention Services Program with Community and Recreational

Supports designed to prevent children and youth from entering foster care, and to provide services for youth discharged from foster care and their families

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$180,424 \$ 98,569 \$ 6,000

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$428,561

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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: 20-353, 19-425, 18-469, 17-381, 16-363, 15-353, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Community Maternity Services for the
Provision of Clinical Prevention Services with Community and Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$428,561. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Community Maternity Services is \$682,841.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Community Maternity Service's Clinical Prevention Services Program with Community and Recreational Supports offers a full array of services designed to prevent children and youth from entering foster care, and to provide services for youth discharged from foster care and their families. Community Maternity Services is proposing a tiered model for services with an

increased level of services for families presenting with factors indicating a higher risk of foster care placement. The target populations for CMS are pregnant and parenting teens and families affected by parental mental health or developmental disabilities. The proposed program will serve families from any geographic location in the county. Services will be provided by clinical LMSW staff and FT Sr. Case Planner. Families will be assessed using a Trauma Assessment. All services at Community Maternity Services employ strengths based, child centered, family systems techniques within a staff-to- parent/caregiver partnership model that seeks to empower parents/caregivers, protect children, connect families to on-going natural and community supports and strengthen family bonds and functioning via crisis intervention and resolution. This program has 30 available slots.

RESOLUTION NO. 353**AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING SPECIALTY PREVENTION SERVICES**

Introduced: 10/13/20

By Social Services Committee and Mr. A. Joyce:

WHEREAS, By Resolution No. 466 for 2018, this Honorable Body authorized an agreement with Community Maternity Services regarding the provision of specialty prevention services in an amount not to exceed \$247,361 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to renew an agreement, the second and final option to renew, with Community Maternity Services regarding the provision of specialty prevention services in an amount not to exceed \$247,361 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services regarding the provision of specialty prevention services for a term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$247,361, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$1,643,986.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2771, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Clinical Prevention Services with Trinity Alliance

Date: October 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):

Trinity Alliance of the Capital Region, Inc

15 Trinity Pl

Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,643,986

Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

b

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

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$692,118	\$378,117	\$23,016

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$1,643,986

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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: 20-355, 19-424, 18-472, 17-382, 16-364, 15-354, 14-393, 13-485, 12-474, 12-75, 11-141

Date of Adoption: 10/13/20, 10/15/20, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Trinity Alliance of the Capital Region, Inc.
Provision of Clinical Prevention Services with Community and Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$1,643,986. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Trinity Alliance of the Capital Region, Inc. is \$1,643,986.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Trinity Alliance of the Capital Region is proposed to provide Clinical Prevention Services with Community and Recreational Supports to eighty (80) Albany County families with children, age birth through eighteen, who are at risk of out-of-home placement, or are returning from foster care as the result of child abuse/neglect issues. Program services will emanate from three sites,

the Arbor Hill Center, Colonie Outreach Center, and the Trinity Center in Albany's South End, and will offer an exclusively community located, comprehensive and seamless service delivery system. Trinity prevention clinical services program is offered from the evidenced-based framework of cognitive behavioral solution-oriented therapy and trauma focused cognitive behavior therapy. The program will be organized in clinical teams of a Masters level clinician and seasoned service navigators, buttressed by Trinity's body of case and social worker staff from a various domains. Trinity's programs operate with a complement of multi-cultural staff. Family and youth will participate in all phases of the program, and discrete resources will be devoted to the non-custodial parent. The program will emphasis rapid engagement, consistent and intensive service delivery, and will adhere to all the mandated program, communication, reporting and documentation requirements of ACDCYF. Through existing and new service agreements with other agencies, Trinity will offer internal and external seamless family clinical and community and recreational support wrap-around services that can effectively address families' real problems in concrete, real-time ways and provide a foundation for long term stabilization.

RESOLUTION NO. 355**AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 472 for 2018, this Honorable Body authorized an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$1,456,677 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with Trinity Alliance of the Capital Region, Inc., the second and final option to renew, for the provision of comprehensive clinical prevention services with community and support services to families in Albany County with children ages birth through eighteen years who are at risk of out of home placement or are returning from foster care, in an amount not to exceed \$1,456,677 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc. in an amount not to exceed \$1,456,677 regarding the provision of clinical prevention services with community and recreational supports for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Parsons Child and Family Center for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$1,442,837.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2772, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Clinical Prevention Services with Parsons Child and Family Center

Date: October 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):

Parsons Child and Family Center
60 Academy Road
Albany, NY 12208

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,442,837

Scope of Services:

Prevention Program with Community and Recreational Supports
services to Albany County residents to effectively address the issues that place children and youth at risk for foster care,
residential placement and detention.

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$607,434	\$ 331,853	\$ 20,200

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$1,442,837

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-351, 19-422, 18-470, 17-380, 16-362, 15-352, 14-396, 13-488, 12-477, 12-76, 11-143
Date of Adoption: 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Parsons Child and Family Center
for the Provision of Clinical Prevention Services with Community and Recreational
Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Parsons Child and Family Center for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$1,442,837. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Parsons Child and Family Center is \$1,442,837.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Parsons Child and Family Center's Clinical Prevention Services Program with Community and Recreational Supports provides comprehensive clinical, case management and family support services to Albany County residents to effectively address the issues that place children and youth

at risk for foster care, residential placement and detention. Services span the spectrum from in-home assessment, treatment, and discharge planning. Masters-level clinicians receive training in engagement and family systems, attachment, permanency, the impact of trauma on children and families, culture and diversity in service planning, building resiliency in children and families as well as innovative evidence-based practice models proven as effective therapeutic interventions. Service providers work with families in their home, offer flexible scheduling, collaborate with other service providers and provide innovative treatment. Assistance is provided to the family in developing a discharge plan, which builds on their achievements, encourages them to stay connected to community and familial supports while providing any needed information and/or ongoing referral. An overarching goal of the program is to prepare the family for discharge, leaving them better equipped to manage their stressors and connected to the enduring relationships and resources that will help propel them forward. This program will serve up to seventy-five (75) Albany County families.

RESOLUTION NO. 351**AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 470 for 2018, this Honorable Body authorized an agreement with Parsons Child and Family Center regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$1,206,669 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into a renewal agreement with Parsons Child and Family Center, the second and final option to renew, regarding the provision of clinical prevention and family support services in an amount not to exceed \$1,205,669 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Parsons Child and Family Center regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$1,205,669 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Sex Abuse Prevention Program.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$307,287.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2773, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Specialty Prevention Services with St. Anne Institute for Sex Abuse Prevention Program (SAPP)

Date: October 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):

St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$307,287

Scope of Services: Provision of Specialty Prevention Services

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		129,368.00	\$70,676.00	\$4,302.00

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$307,287.00

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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: 20-345, 19-418, 18-480, 18-17-386, 16-370, 15-360, 14-394, 13-486, 12-475, 12-79, 11-169

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

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Sex Abuse Prevention Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$307,287. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for St. Anne Institute is \$522,356.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute –Sex Abuse Prevention Program proposes to provide specialized clinical and case management services to families who are dealing with issues related to the sexual abuse of one or more of their children. All children and families seen in the St. Anne Institute Sex Abuse Prevention Program are actively involved with the Child Protective Services. The overarching goal for this program is resolution of concerns related to the sexual victimization so that there is a reduced risk of foster care placement and/or a reduction in length of foster care placement. Program services will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. Twenty (20) families will be served by this program at one time.

RESOLUTION NO. 345**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES
FOR THE SEX ABUSE PREVENTION PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 460 for 2018, this Honorable Body authorized an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with St. Anne Institute, the second and final option to renew, regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 for the term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed \$307,287 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Juvenile Sex Offender Program.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$153,618.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2774, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with St. Anne Institute for the Provision of Specialty Prevention Services for the Juvenile Sex Offender Program (JSOP)

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$153,618

Scope of Services: Provision of Specialty Prevention 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:
b

Title 4 of Article 6 of the Social Services Law, sections 409 through 409-

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

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$64,673	\$35,332	\$2,151

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$153,618

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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:	20-346, 19-419, 18-461, 17-387, 16-371, 15-361, 14-397, 13-489, 12-479, 12-78, 11-168
Date of Adoption:	10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)

Please see attached

**The Department for Children, Youth and Families
Justification for Contract Authorization with St. Anne Institute
for the Provision of Specialty Prevention Services.**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Juvenile Sex Offender Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$153,618. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for St. Anne Institute is \$522,356.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute—Juvenile Sex Offender Program proposed to provide specialized clinical and case management services to youth, ages ten (10) to eighteen (18) years, who have engaged in sexually inappropriate, aggressive, or abusive behavior. The program will also serve the targeted youths' families, including the parents or other caretakers and siblings. The purpose of this program will be to prevent these youth from entering foster care and also where appropriate, to facilitate their safe and timely return home from foster care. St. Anne Institute services will include clinical and case management services and will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. This program will serve ten (10) youth and their families at one time.

RESOLUTION NO. 346**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE JUVENILE SEX OFFENDER PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 461 for 2018, this Honorable Body authorized an agreement with St. Anne Institute regarding the provision of specialty prevention services for juvenile sex offenders in the amount of \$153,618 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with St. Anne Institute, the second and final option to renew, regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed \$153,618 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET – SUITE 300
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www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Specialty Services.

The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$104,653.

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-2775, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Specialty Prevention Services with Berkshire Farm Center and Services for Youth

Date: October 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 Farm Center and Services for Youth
500 New Karner Road 3rd Fl
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$104,653
Scope of Services: Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood.

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

CONCERNING ALL REQUESTS

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

b

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

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$44,059 \$ 24,070 \$ 1,465

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$104,653

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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 LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-348, 19-417, 18-465, 17-390, 16-368, 15-364, 14-387, 13-478, 12-485

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

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farms Center for Youth
for the Provision of Specialty Prevention Services.

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth – Focus on the Future Program, for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$104,653. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Berkshire Farm Center is \$319,492.00.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

Berkshire Farm Center for Youth Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood. This program also provides group workshops to parents of these youth who oftentimes experience the same skills deficiencies. The program targets youth who are 14 age and older (including foster care) and will serve up to six (6) families a year.

RESOLUTION NO. 348**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES FOR THE FOCUS ON THE FUTURE PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 465 for 2018, this Honorable Body authorized an agreement with Berkshire Farm Center & Services for Youth regarding specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Focus on the Future Program provides educational and workforce readiness training for youth who are 14 years of age or older and at risk of dropping out of school or in need of services as they prepare to transition to adulthood or group workshops for parents of these youth who oftentimes experience the same skills deficiencies, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into a renewal agreement with Berkshire Farm Center & Services for Youth, the second and final option to renew, regarding the provision of specialty prevention services for the Focus on the Future Program in an amount not to exceed \$101,500 for the term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, regarding specialty prevention services for the Focus on the Future Program, in an amount not to exceed \$101,500 for the second and final one-year option to renew, for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 renew a contractual agreement with St. Catherine's Center for Children for the provision of Prevention Services in the area of Specialty Services- Parent Care Program.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$413,732.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2776, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Specialty Prevention Services with St. Catherine's Center for Children

Date: October 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):

St. Catherine's Center for Children
40 North Main Avenue
Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$413,732

Scope of Services: Parent Care Program to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care

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:
b

Title 4 of Article 6 of the Social Services Law, sections 409 through 409-

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

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$174,181	\$95,158	\$5,792

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$413,732

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number:	20-350, 19-420, 18-464, 17-383, 16-477, 15-363, 14-391, 13-482, 12-473, 12-83, 11-138
Date of Adoption:	10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with St. Catherine's Center for Children
For the Provision of Specialty Prevention Services.

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children—Parent Care Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$413,732. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for St. Catherine's Center for Children is \$ 668,403.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Catherine's Center for Children—Parent Care Program proposed to continue to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care. This program model offers intensive, multi-faceted intervention (several hours per week) for families including concrete, hands-on assistance by a Parent Aide, clinical assessment and therapeutic intervention, and case management services. This program will serve twenty (20) families at one time.

RESOLUTION NO. 350**AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING THE PARENT CARE PROGRAM**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 464 for 2018, this Honorable Body authorized an agreement with St. Catherine's Center for Children regarding specialty prevention services and the Parent Care Program in an amount not to exceed \$433,036 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to renew the agreement with St. Catherine's Center for Children, the second and final option to renew, regarding specialty prevention services and the Parent Care Program in an amount not to exceed \$433,036 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children regarding specialty prevention services and the Parent Care Program in an amount not to exceed \$433,036 for a 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services for Parents with Developmental Disabilities or Significant Mental Health Disorders .

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$254,280.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2777, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Specialty Prevention Services with Community Maternity
Services

Date: October 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):

Community Maternity Services
27 North Main Ave
Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$254,280

Scope of Services: Prevention Services to serve parents with developmental disabilities and/or significant mental health disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care

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

CONCERNING ALL REQUESTS

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

b

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

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$107,052	\$58,484	\$3,560

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$254,280

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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: 20-353,19-421, 18-466, 17-391,16-478, 15-362, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Community Maternity Services
For the Provision of Specialty Prevention Services.

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$254,280. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Community Maternity Services is \$682,841.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member's need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

Community Maternity Services proposed to serve parents with developmental disabilities and/or significant mental health disorders and their children (with a focus for those birth to five), to prevent foster care placement or to expedite permanency for children in foster care. The proposed services will include case management, parent education, clinical, and case aid supports. Clinical supports will include individual and family counseling and parent education will be delivered in both home and group-based contexts. This program will serve ten (10) families at one time.

RESOLUTION NO. 353

AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING SPECIALTY PREVENTION SERVICES

Introduced: 10/13/20

By Social Services Committee and Mr. A. Joyce:

WHEREAS, By Resolution No. 466 for 2018, this Honorable Body authorized an agreement with Community Maternity Services regarding the provision of specialty prevention services in an amount not to exceed \$247,361 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to renew an agreement, the second and final option to renew, with Community Maternity Services regarding the provision of specialty prevention services in an amount not to exceed \$247,361 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services regarding the provision of specialty prevention services for a term commencing January 1, 2021 and ending December 31, 2021 in an amount not to exceed \$247,361, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Cayuga Centers for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$241,317.

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-2778, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cayuga Centers for the Provision of Clinical Prevention Services

Date: October 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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$241,317
Scope of Services: Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$101,594	\$55,503	\$3,378

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$241,317

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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: 20-357, 19-423, 18-473, 17-384, 16-365, 15-355

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

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with Cayuga Centers
for the Provision of Clinical Prevention Services with Community and
Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$241,317. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Cayuga Centers is \$1,254,432.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Cayuga Centers proposed Clinical Services through their Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old. Please note, this particular age range has been identified by the Department to account for our highest admissions

to foster care and as such, clinical services targeted to this age group meets an acute need. The IFSP Social Worker will meet with the family 2-3 times per week in the home for the first 2-3 months of the case, decreasing in intensity, based on the needs and progress of the family. Cayuga Centers utilizes both the Home Builders model as well as the Trauma Systems Therapy (TST) model as the basis for their service delivery. The Home Builders model first created and utilized in Tacoma, Washington in 1978 is a strength-based approach which utilizes family crisis as an opportunity for change. TST is a research-based model developed by New York University (NYU) and focuses on addressing untreated trauma. This program will have eighteen (18) available slots.

RESOLUTION NO. 357**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 473 for 2018, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$231,724 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with Cayuga Centers, the second and final option to renew, for the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program that targets at-risk families with children ages birth to five years old, in an amount not to exceed \$231,724 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program in an amount not to exceed \$231,724 for the term commencing January 1, 2021 and ending December 31, 2021, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with St. Catherine's Center for Children for the provision of Clinical Prevention Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$254,671.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2786, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Clinical Prevention Services with St. Catherine's Center for Children

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

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):

St. Catherine's Center for Children

40 North Main Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$254,671

Scope of Services: Prevention Program serving families of children who attend schools of the Berne-Knox-Westerlo region, who are at risk of foster care placement due to inappropriate behaviors at school, which may inevitably reflect unaddressed familial challenges.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$107,216	\$58,574	\$ 3,565

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$254,671

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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: 20-352, 19-426, 18-471, 17-383, 16-366, 15-356, 14-392, 13-483, 12-473, 12-73, 11-138

Date of Adoption: 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/13, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families
Justification for Contract Authorization with St. Catherine's Center for Children
for the Provision of Clinical Prevention Services with Community and Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children for the provision of Clinical Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$254,671. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for St. Catherine's Center for Children is \$668,403.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2021-068-- PREVENTION SERVICES on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

St. Catherine's Center for Children—Connections Program proposes to continue to serve the children, ages four (4) to thirteen (13), who attend one of the region's elementary and/or middle schools, and their families of the Berne-Knox-Westerlo region of Albany County. These students are at risk of foster care placement due to struggling with inappropriate behaviors at school, which may inevitably reflect unaddressed familial challenges including substance abuse or mental health concerns and/or domestic violence. Connections Program is an evidence-based prevention program (utilizes Trauma-Focused Cognitive Behavioral therapy) model, which will include assessment, diagnostic testing, clinical services and an afterschool children's group. It is operated in collaboration with the BKW School District and Albany County, and was initially implemented to meet the unmet needs of children at risk of, or in foster care and their families in this underserved area. This program will serve fifteen (15) families at one time.

RESOLUTION NO. 352

AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS - BERNE KNOX WESTERLO (BKW) CONNECTIONS PROGRAM

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 471 for 2018, this Honorable Body authorized an agreement with St. Catherine's Center for Children regarding clinical prevention services with community and recreational supports for the Berne Knox Westerlo (BKW) Connections Program in an amount not to exceed \$181,004 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with St. Catherine's Center for Children, the second and final option to renew, regarding clinical prevention services with community and recreational supports for the BKW Connections Program in an amount not exceed \$181,004 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The BKW Connections Program proposes to continue to serve children ages four (4) to thirteen (13) who attend one of the region's elementary or middle schools and live in the Berne, Knox, or Westerlo regions of Albany County and are at risk of foster care placement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children regarding clinical prevention services with community and recreational supports for the BKW Connections Program in an amount not exceed \$181,004 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Cayuga Centers for the provision of Juvenile Justice Prevention Services through Multi-Systemic Therapy (MST).

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$578,947.

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-2787, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cayuga Centers for the Provision of Juvenile Justice Prevention Services / Multi-Systemic Therapy (MST)

Date:	October 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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

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

Amount/Raise Schedule/Fee: \$578,947.00
Scope of Services: Multi-Systemic Therapy (MST) 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:	AA6071 03670	04617	04670	AA3140 03322
Revenue Amount:	\$117,437	\$64,158	\$3,905	\$300,000

Appropriation Account and Line:	AA6071 44046	AA3140 44046R
Appropriation Amount:	\$ 278,947.00	300.000

Source of Funding - (Percentages)

Federal:	12
State:	72
County:	16
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

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:	20-357, 19-423
Date of Adoption:	10/13/20, 10/15/19

Justification: (state briefly why legislative action is requested)

Please see attached

The Department for Children, Youth and Families and Albany County Department of Probation
Justification for Contract Authorization with Cayuga Centers
for the Provision of Juvenile Justice preventive service through Multi-Systemic Therapy (MST)

The Department for Children, Youth and Families and the Department of Probation respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$578,947. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Cayuga Centers is \$578,947.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—*RFP-2021-068-- PREVENTION SERVICES* on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Cayuga Centers proposed the implementation of Multisystem Therapy (MST) for Juvenile Justice Prevention. MST is a well-supported, evidence based program, to help support the complex needs of families and youth at risk of further penetrating the juvenile justice system. MST is to prevent further progression or entry into juvenile justice system by improving family functioning; addressing emotional stability, concrete needs and interpersonal skills of parents and youth; increasing protective factors while decreasing risk factors by removing barriers to treatment and fostering successful engagement. MST is an intensive, family and community based intervention that will serve families with at-risk adolescents ages 11-18 who are chronic delinquents and/or substance abusing juvenile offenders at risk of out of home placement.

The program will serve 60 youth annually, 24 of which will be Raise the Age Youth (RTA) and reimbursed through the Department of Probation.

RESOLUTION NO. 357**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING
THE PROVISION OF CLINICAL PREVENTION SERVICES WITH
COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 10/13/20

By Social Services Committee:

WHEREAS, By Resolution No. 473 for 2018, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed \$231,724 for a term commencing January 1, 2019 and ending December 31, 2019, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter a renewal agreement with Cayuga Centers, the second and final option to renew, for the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program that targets at-risk families with children ages birth to five years old, in an amount not to exceed \$231,724 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program in an amount not to exceed \$231,724 for the term commencing January 1, 2021 and ending December 31, 2021, 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

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
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www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 contractual agreement with Cayuga Centers for the provision of Functional Family Therapy (FFT).

The requested agreement is for the term of January 1, 2022 – December 31, 2022 in the amount of \$434,168.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2788, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Clinical Prevention Services with Cayuga Centers to facilitate a Functional Family Therapy Program

Date: October 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):

Cayuga Centers

101 Hamilton Ave

Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$434,168.00

Scope of Services: Functional Family Therapy 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:	AA6071	03670	04617	04670
Revenue Amount:		\$182,785	\$99,859	\$6,078

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$434,168.00

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number:	20-18
Date of Adoption:	2/10/20

Justification: (state briefly why legislative action is requested)

Please see attached

**Department for Children, Youth and Families Backup Material for Contractual
Renewal Agreement with Cayuga Centers for the provision of
Functional Family Therapy (FFT)**

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Functional Family Therapy (FFT). The requested contract term is for January 1, 2022 – December 31, 2022 for the amount of \$434,168. The contract has an option for two (2) additional one (1) year renewals. The total prevention contract amount for Cayuga Centers is \$1,013,115.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2021-068-- PREVENTION SERVICES on May 13, 2021 with responses due June 25, 2021. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

The Functional Family Therapy (FFT) program is an evidence-based practice for youth displaying a range of problematic behaviors including “at-risk” behaviors such as excessive school absences, “acting out,” and incorrigibility; to more serious behaviors such as conduct disorder, violent acting-out and substance abuse. It is a structured, time-limited therapeutic intervention that requires full fidelity to the evidence-based model in

order to achieve success for youth and families. FFT is a three stage process that is completed within an average of 8-12 family therapy sessions over a three to four month period.

The goal of FFT is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from out of home care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, prevention of involvement or further involvement in the juvenile justice/child welfare systems; and prevention of the need for out-of-home placement or detention.

Albany County DCYF will be contracting with Cayuga Centers to provide FFT to 30 families annually who have a youth at risk of foster care placement due to either child welfare involvement or juvenile justice involvement.

RESOLUTION NO. 18

AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF FUNCTIONAL FAMILY THERAPY-THERAPEUTIC CASE MANAGEMENT SERVICES

Introduced: 2/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with Cayuga Centers for the provision of Functional Family Therapy-Therapeutic Case Management (FFT-TCM) for a term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has indicated since Cayuga Centers has been awarded a Mother Cabrini Foundation grant in the amount of \$500,000 to provide the aforementioned services in Albany County, it will facilitate the FFT-TCM program in Albany County at no cost to the County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of Functional Family Therapy-Therapeutic Case Management for a term commencing January 1, 2020 and ending December 31, 2020, at no cost to the County, be it further

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

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

Adopted by unanimous vote – 2/10/20



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

October 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 to amend Contractual Agreements with Qualified Individual provider agencies approved by the NYS Office of Children and Family Services (OCFS), for the facilitation of services involved with the Family First Prevention Services Act. The previous request did not provide information on the costs involved that were not yet available from OCFS.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2789, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Amendment Authorization for Albany County and Providers of Qualified Individual Assessments

Date: October 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):

Various Agencies

Please see attached Justification

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$50,000

Scope of Services: Assessments of Children placed in Congregate Care

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: The Family First Prevention Services Act

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:	AA6110	03609	04619
Revenue Amount:		\$25,000	\$25,000

Appropriation Account and Line:	AA6110	44046
Appropriation Amount:		\$50,000

Source of Funding - (Percentages)

Federal:	50
State:	50
County:	0
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	9/1/2021 - 8/31/2022
Length of Contract:	12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number:	21-245
Date of Adoption:	8/9/21

Justification: (state briefly why legislative action is requested)

Please see attached

Albany County Department for Children, Youth and Families
Justification for Amended Contractual Agreements between Albany County and
Providers of Qualified Individual Assessments

The Department for Children, Youth and Families is seeking legislative authorization for permission to Amend Contractual Agreements with Qualified Individual provider agencies approved by the NYS Office of Children and Family Services (OCFS), for the facilitation of services involved with the Family First Prevention Services Act. The previous request did not provide information on the costs involved that were not yet available from OCFS.

The Family First Prevention Services Act will take effect on October 1, 2021. The goal of this legislation is to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP) , within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). This QI is a licensed clinician with a minimum of two years of child welfare experience and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The following agencies are approved by the NYS Office of Children and Family services as Qualified Individual providers to contract with for the term of September 1, 2021- August 31, 2022.

The NYS Office of Children and Family Services has amended their plan to have these services fully reimbursable by Medicaid and now have indicated that each County will be responsible to pay for any non-billable services, which would include file review, collateral contract, writing the report, disseminating document to all parties and testifying in Court. The proposed amount from each of the Qualified Individual is \$2000.00 per assessment. The Department is awaiting further guidance from OCFS to explore other means of County reimbursement.

Berkshire Farm Center & Services for Youth
13640 State Route 22, Canaan, NY 12029

JCCA Repair the World
858 E. 29th Street, Brooklyn, NY 11210

LaSalle School
391 Western Avenue, Albany, NY 12203

Cornerstone Mobile Counseling
417 East German St, Herkimer, NY 13350

Northern Rivers Family of Services
60 Academy Road, Albany, NY 12208

William George Agency
3829 U.S. Rt. 11, Marathon, NY 13803

St. Anne Institute
160 N. Main Ave, Albany, NY 12206

Hillside Children's Center
1183 Monroe Avenue, Rochester, NY 14620

St. Catherine's Center for Children
40 N. Main Ave, Albany, NY 12203

Albany Psychological Service
PO Box 3830, Albany, NY 12203

Learning Insights
PO Box 1214, Highland, NY 12528

Maximus US Services, Inc.
6 Bottle Creek Drive, Cape May, NJ 08204

RESOLUTION NO. 245

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

Introduced: 8/9/21

By Social Services Committee:

WHEREAS, In 2018, New York State signed into legislation the Family First Prevention Services Act, the goal of the legislation is to reduce the number of children in congregate care, increase the number of kinship and foster care homes, and promote interventions that keep children safely at home with relatives or in the community whenever possible, and

WHEREAS, The aforementioned legislation requires that a child is placed in a qualified residential treatment program within 30 days of the start of each placement in congregate care and assessed by a licensed clinician or qualified individual (QI) to determine the appropriate level of care toward permanency, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into agreements with the following New York State Office of Children and Family Services approved QI providers for the facilitation of services associated with the Family First Prevention Services Act:

Berkshire Farm Center & Services for Youth
LaSalle School
Northern Rivers Family of Services
St. Anne Institute
St. Catherine's Center for Children
Albany Psychological Service
JCCA Repair the World
Cornerstone Mobile Counseling
William George Agency
Hillside Children's Center
Learning Insights
Maximus US Services, Inc.

now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the aforementioned New York State Office of Children and Family Services approved QI providers for the facilitation of services associated with the Family First Prevention Services Act, at no cost to the County, for a term commencing September 1, 2021 and ending August 31, 2022, and, be it further



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

October 6, 2021

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

Dear Chairman Joyce,

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

Authorization is requested to renew agreements with four providers of home establishment furnishings. Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made.

The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2759, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 9/22/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Furniture Liquidators

7 Colvin Ave., Albany NY 12206

Additional Parties (Names/addresses):

Bass Co. LLC

18 Northstar Drive, Troy, NY 12180

Additional Parties (Names/addresses):

Mattress and Rug Outlet

1818 State Street, Schenectady NY 12304

Additional Parties (Names/addresses):

City Discount Furniture

268 Central Ave.

Albany NY 12206

Amount/Raise Schedule/Fee: \$200,000

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.7

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

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$114,876.00 \$20,536.00 \$7,155.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$114,876.00 \$70,815.00 \$14,309.00

Source of Funding - (Percentages)

Federal: 57%
State: 14%
County: 29%
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: 341, 21, 176
Date of Adoption: 10/13/21, 2/2/21, 6/14/21

Justification: (state briefly why legislative action is requested)

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

No RFP is required as Social Services contracts with all willing and able providers.

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

Essential Household Items

Item Maximum Amount Allowable

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

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

During the period from 7/1/2020-6/30/21 104 unduplicated clients were served under this contract. An RFP is not required as ACDSS contracts with all willing and able providers.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
FURNITURE LIQUIDATORS USA, LLC**

PURSUANT TO RESOLUTION NO. 21, ADOPTED 2/8/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Furniture Liquidators USA, LLC located at 7 Colvin Ave., Albany, New York 12206 (hereinafter referred to as the "Provider").

WITNESSETH

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

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

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

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

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

Essential Household Items

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

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

ARTICLE II. ACCOUNTING RECORDS

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

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

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

ARTICLE III. ASSIGNMENTS

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

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

ARTICLE IV. COOPERATION

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

ARTICLE V. SCHEDULE

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. INDEMNIFICATION

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

ARTICLE VIII. INSURANCE

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

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

ARTICLE IX. REMEDY FOR BREACH

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

ARTICLE X. SUSPENSION AND DEBARMENT

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

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

ARTICLE XI. NON-DISCRIMINATION

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

ARTICLE XII. TERM AND TERMINATION OF AGREEMENT

The parties agree that the services set forth under Article 1 of this Agreement shall commence January 1, 2021 and will continue in effect through December 31, 2021.

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

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

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

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

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

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

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

ARTICLE XIII. FEDERAL LOBBYING

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

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

ARTICLE XIV. MACBRIDE PRINCIPLES

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

ARTICLE XV. APPLICABLE LAW

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

ARTICLE XVI. INVALID PROVISIONS

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

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

ARTICLE XVII. MODIFICATION

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

ARTICLE XVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XIX. NON-APPROPRIATIONS

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

ARTICLE XX. ADDITIONAL ASSURANCES

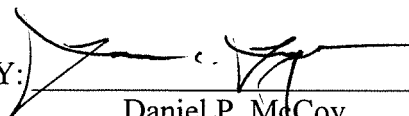
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

COUNTY OF ALBANY

DATE: 6/8/2021

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

~~CITY DISCOUNT FURNITURE~~
 Furniture Liquidators USA LLC.

DATE: 03/20/2021

BY: 
 Signature
President
 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 8th day of June, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

On the 20th day of March, 2021, before me, the undersigned, personally appeared Nadeem Qureshi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

NOTARY PUBLIC

AMBER R HENSLEY

Lic. # 01HE6242999

Notary Public, State of New York
Qualified in Schenectady County

My Commission Expires on June 13th, 2023

SCHEDULE A

INSURANCE COVERAGE

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

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

Liability for:

Combined Single Limit:

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 03/20/2021

By: 
Signature

President
Title

SCHEDULE C

**CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

Furniture Liquidators USA LLC.
Organization


Authorized Signature

Title Date

SCHEDULE D

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

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

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

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

Furniture Liquidators USA LLC.
Organization


Authorized Signature

President 03/20/2021
Title Date

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

EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

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

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

Essential Household Items

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

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

II. Billing and Reimbursement

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

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

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

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



FURNLI2

OP ID: LP

130

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2021

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 The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H Murray III	518-456-6688	CONTACT NAME: James H Murray III PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24198
INSURED Furniture Liquidators USA LLC 3 Colvin Ave Albany, NY 12206				

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 LIB	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	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:	Y		BZS61973336	09/09/2020	09/09/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ incl GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAS61973336	03/09/2021	03/09/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				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)

Subject to policy terms, limitations, conditions and definitions
County of Albany is named as additional insured when required by written contract

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
--	---

ACORD 25 (2016/03)

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(Policy Provisions: WC000000C)

INFORMATION PAGE**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: Hartford Accident and Indemnity Company
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:
Company Code: 5

10448

POLICY NUMBER:
Previous Policy Number:

01 WEC AL8LHY

New

Suffix
LARS RENEWAL

1. **Named Insured and Mailing Address:** FURNITURE LIQUIDATORS USA LLC
(No., Street, Town, State, Zip Code) 3 COLVIN AVE
ALBANY NY 12206

FEIN Number: 85-2480732

State Identification Number(s):

The Named Insured is: LLC

Business of Named Insured: Furniture Stores

Other workplaces not shown above: 3 COLVIN AVE
ALBANY NY 12206

2. **Policy Period:** From 05/21/21 To 05/21/22 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: THE MURRAY GROUP INS SERVICES INC
1807 WESTERN AVE
ALBANY NY 12203

Producer's Code: 01111984

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 853-2582

Total Estimated Annual Premium: \$2,844

Deposit Premium:

Policy Minimum Premium: \$614 NY

Audit Period: ANNUAL

Installment Term: Ten Pay (25%Down+9@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda
Authorized Representative

05/24/21
Date



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

October 6, 2021

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

Dear Chairman Joyce,

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

Via Resolution 203 adopted 7/12/21 Legislative approval was granted for the Albany County Department of Social Services (DSS) to contract with the NYS Office of Temporary and Disability Assistance for Emergency Rental Assistance Program outreach and engagement services.

Subsequent to this approval, an additional amount of federal dollars has been allocated to Albany County for these purposes. DSS is requesting to accept an amount of \$375,000 to continue ERAP related services including a sub contract with Legal Aid Society (\$125,000) and the remaining \$250,000 for DSS related expenses.

Albany County seeks to participate in the second round of the Emergency Rental Assistance Program (ERAP2) managed by the NYS Office of Temporary and Disability Assistance (OTDA). ERAP2 is a federal assistance program to prevent utility cut off and eviction of households with financial hardship due to the Covid pandemic. DSS will collaborate with Legal Aid Society of Northeastern NY to provide legal assistance to ERAP applicants and also assist them with accessing the NYS portal for benefit submission. DSS will assist tenants throughout the county and provide information to landlords on ERAP and other assistance available. OTDA oversees the application portal, processes applications for assistance, and provides financial assistance directly to landlords and utility companies. The total allocation has been set aside exclusively for Albany County to conduct outreach and engagement.

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-2760, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Grant Acceptance for Social Services (ERAP 2)

Date: 9/22/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Acceptance

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

**Office of Temporary and Disability Assistance
40 North Pearl Street, Albany, NY 12207**

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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: 100%

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) 1/1/2021-9/30/2022

Length of Contract: 21 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: 203

Date of Adoption: 7/12/21

Justification: (state briefly why legislative action is requested)

Via Resolution 203 adopted 7/12/21 Legislative approval was granted to the Albany County Department of Social Services (DSS) to contract with the NYS Office of Temporary and Disability Assistance for Emergency Rental Assistance Program (ERAP) administrative services to utilize DSS personnel and expertise to provide ERAP information and assistance to households at risk of eviction.

Subsequent to this approval, an additional amount of federal dollars has been allocated to Albany County. DSS is requesting to accept an amount of \$375,000 to sub contract with Legal Aid Society (\$125,000) and to utilize \$250,000 for DSS to continue providing ERAP related outreach and engagement services.

Albany County seeks to participate in the second round of the Emergency Rental Assistance Program (ERAP2) managed by the NYS Office of Temporary and Disability Assistance (OTDA). ERAP2 is a federal assistance program to prevent utility cut off and eviction of households with financial hardship due to the Covid pandemic. DSS will collaborate with Legal Aid Society of Northeastern NY to provide legal assistance to ERAP applicants and also assist them with accessing the NYS portal for benefit submission. DSS will also provide information to landlords on assistance available both through ERAP and through other state funded programs. OTDA oversees the application portal and process applications for assistance, verifies and determines eligibility and provides financial assistance directly to landlords and utility companies for this Program. The total allocation has been set aside exclusively for Albany County to conduct outreach and engagement.

DSS expects the need for eviction prevention services will continue through 2022. This additional administrative funding will allow us to continue to raise awareness of available assistance and help landlords and tenants navigate the ERAP programs. DSS will also continue working with community providers with extensive experience assisting very low-income households with housing issues. We have partnered with Legal Aid Society to assist in our outreach and eviction prevention efforts.

Additionally, Legal Aid will continue to work with low-income individuals as they navigate evictions in the courts.

Information, materials and links are found on the OTDA website and highlighted on the County website. Assistance will be provided to tenants in gathering documentation required under ERAP and helping to bridge technology issues that may occur among vulnerable populations not accustomed to navigating an on-line portal. If landlords or tenants are experiencing difficulty accessing the portal or completing the application, assistance will be provided by DSS and our partner agency.

An application for rental assistance may be submitted by an eligible household or by a landlord on behalf of that eligible household. Landlords will be able to submit an application for a supplemental fund established by NYS. In general, funds will be paid directly to the landlord or utility service provider.

DeAngelis, Joe

From: Estep, Arden (OTDA) <Arden.Estep@otda.ny.gov>
Sent: Friday, September 24, 2021 12:01 PM
To: McClave, Michele
Cc: DeAngelis, Joe
Subject: Albany's ERAP Allocation

Dear Commissioner McClave;

OTDA has reserved \$375,000 for Albany's ERAP 2 allocation. Please let me know if you have any questions.

Sincerely,

Arden Estep

Program Manager, Bureau of Housing & Support Services

Office of Temporary and Disability Assistance

40 North Pearl Street, Albany, NY 12243

518.473.0408 | arden.estep@otda.ny.gov

www.otda.ny.gov

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RESOLUTION NO. 203

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

Introduced: 7/12/21

By Social Services Committee:

WHEREAS, By Resolution No. 148 for 2021, this Honorable Body authorized an agreement with New York State Office of Temporary Disability Assistance (OTDA) regarding the administration of the Emergency Rental Assistance Program (ERAP) in the amount of \$9,061,754 for a term commencing January 1, 2021 and ending September 30, 2022, and

WHEREAS, As a condition of the aforementioned intergovernmental agreement with OTDA, all federally allocated funding regarding the ERAP was transferred from Albany County to OTDA for the administration of the program, and

WHEREAS, OTDA has set aside 10% of the funds in the amount of \$906,176 to be granted to the County for the purposes of planning, monitoring, and implementing outreach and the provision of application assistance to local residents to ensure that sufficient approvable applications are received by OTDA, and

WHEREAS, The Commissioner has also indicated that a budget amendment is necessary to incorporate the aforementioned grant funding into the 2021 Department of Social Services budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept grant funding regarding the administration of the Emergency Rental Assistance Program in the amount of \$906,176 for the term commencing January 1, 2021 and ending September 30, 2022, and, be it further

RESOLVED, By the Albany County Legislature, that the 2021 Department of Social Services Budget is amended as follows:

Increase Revenue Account A4612 Emergency Rental Assistance Prog. by \$906,176

Increase Appropriation Account A6010.4 by \$906,176 by increasing Line Item A6010 4 4086 Emergency Rental Assistance Prog. by \$906,176

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 – 7/12/21

2021 Budget

		APPROPRIATIONS									
	ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME					
AA 6010 4 4086 000		Emergency Rental Assis. Prog.	\$375,000.00	0.00		Social Services					
AA 0000 0 0000 000			0.00	0.00							
		TOTAL APPROPRIATIONS	375,000.00	0.00							
		ESTIMATED REVENUES									
	ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME					
AA 6010 0 4612 000		Emergency Rental Assis. Prog.	0.00	\$375,000.00		Social Services					
AA 0000 0 0000 000			0.00	0.00							
		TOTAL ESTIMATED REVENUES	0.00	375,000.00							
		GRAND TOTALS	375,000.00	375,000.00							



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

October 6, 2021

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

Dear Chairman Joyce,

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

Authorization is requested to contract with Equinox, Inc. to provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

Equinox will provide two service types. CORE SERVICES:

Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Funding for core services is \$130,835.

TANF Services (NON-CORE SERVICES): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$43,042.

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-2781, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox)

Date: 9/27/2021
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

500 Central Avenue

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$173,877

Scope of Services: Equinox will provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

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 Part 462 (Core services only)

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

Revenue Account and Line: AA6010 04610 AA6070 04615

Revenue Amount: \$43,042.00 \$130,835.00

Appropriation Account and Line: AA6010 44046 AA6070 44046

Appropriation Amount: \$43,042.00 \$130,835.00

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: 389

Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

Core Services: Authorization is requested to contract with Equinox, Inc. to provide Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Equinox also provides case management services to DV victims including those in or transitioning out of residential shelters and/or motels. Funding for core services is \$130,835. Non-core services and funding amount is outlined below.

TANF Services (non-Core Services): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$43,042.

All funding for non-residential domestic violence providers is established by NYS. Authority is requested to pay the State-established funded amount, as reflected herein, or as subsequently promulgated by NYS.

2,040 clients were served during 2020.



Office of Children and Family Services

Andrew M. Cuomo
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Local Commissioners Memorandum

Transmittal:	21-OCFS-LCM-24
To:	Local District Commissioners
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Administration
Date:	August 11, 2021
Subject:	Temporary Assistance for Needy Families (TANF) Funding for Non-Residential Domestic Violence Services for State Fiscal Year (SFY) 2021-22
Contact Person(s):	See section VI.
Attachments:	Attachment A: <i>SFY 2021-22 TANF Non-Residential Domestic Violence Services Allocations</i> Attachment B: <i>SFY 2021-22 TANF Non-Residential Domestic Violence Services Plan and Allocation Attestation</i> Attachment C: <i>Federal TANF Funding Guidelines and Claiming Instructions</i> Attachment D: <i>Attachment for U.S. Department of Health and Human Services Grants</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to notify local departments of social services (LDSSs) of their allocations for non-residential domestic violence (DV) services administered through the New York State Office of Children and Family Services (OCFS). The enacted budget for State Fiscal Year (SFY) 2021-22 includes a Temporary Assistance for Needy Families (TANF) appropriation of \$3,200,000 for the provision of non-residential DV services. Aside from the methodology change in Section III below and the additional \$200,000 appropriation, there are no notable changes from last year's issuance of this LCM. The allocation for each LDSS is listed in Attachment A of this document. This LCM includes the Attachment for U.S. Department of Health and Human Services Grants, which must be provided to all subrecipients per Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Section 352.

II. Background

OCFS administers TANF funding for non-residential DV services. In addition to using their TANF appropriations, LDSSs have the option of also dedicating a portion of their Flexible Fund for Family Services (FFFS) allocations to further support non-residential DV services.

III. Allocation Methodology

TANF funding for non-residential DV services is allocated to LDSSs based on a proportion of the population served, as reported in the OCFS Domestic Violence Information System (DVIS), for the 20 LDSSs with the largest population served; and granting a \$25,000 floor for the remaining LDSSs. To mitigate the impact of this methodology, no LDSS will receive a reduction of more than 5.0% and no LDSS will receive an increase of more than 26.9% from the prior year. In future years, these thresholds may change. Those counties that did not claim funds in the last three finalized plan years, Non Res DV 14 through 16, will not receive an allocation. Please see Attachment A for a complete list of LDSS allocations.

IV. Program Implications and Federal TANF Funding Guidelines

These TANF funds must be used to provide enhanced or expanded core and/or optional non-residential DV services provided by OCFS-approved non-residential DV programs. They can only be used for services provided to families with children and whose income is at or below 200% of the poverty level. The OCFS website has [a list of approved, non-residential DV programs](#).

Each LDSS must complete Attachment B, *TANF SFY 2021-22 Non-Residential Domestic Violence Services Plan and Allocation Attestation*, indicating whether the LDSS intends to access its TANF allocation. If the LDSS intends to use the funds, it must submit a plan for each approved non-residential DV service provider that will receive money from this allocation. The plans must provide a description of the programs and services to be provided with the TANF monies for TANF-eligible victims of DV and their children.

Note: Funds cannot be used for medical services, DV hotline services, DV outreach/educational services, or capital expenditures.

Please send the signed and dated Attachment B and plans by October 1, 2021, by electronic mail to Jara Traina at Jara.Traina@ocfs.ny.gov.

As in previous years, these funds must be expended and claimed in accordance with the *Federal TANF Funding Guidelines and Claiming Instructions*. (See Attachment C.)

V. Claiming Instructions and Periods

All expenditures from the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the approved non-residential DV services projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional

costs and reported on the Schedule D, LDSS-2347, *DSS Administrative Expenses Allocation and Distribution by Function and Program*, in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, *RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs*, using the project label *Non-Res DV 2021 22* from the drop-down menu on the Automated Claiming System (ACS).

Salary and non-salary costs of staff must be charged to the RF17 claim package. LDSS staff whose responsibilities include both non-residential DV services and other tasks or services must be studied over time. Only costs related to non-residential DV services may be charged to the RF17 claim package for non-residential DV services.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B, Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs are reported as an object of expense 37 - Special Project Program Expense on the LDSS-923B Summary-Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. The expenditures should be entered in the RF17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*.

Instructions for the Schedule D and RF17 claim package are found in Chapters 7 and 18, respectively, of the *Fiscal Reference Manual*, Volume 3. The manual is available online at <http://otda.state.ny.net/bfdm/finance/>.

Costs are claimed at 100% federal share for clients in receipt of TANF or who are eligible for TANF with incomes at or below 200% of the federal poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will be regular DV services expenditures, which are subject to 95% of 49% state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, LDSSs must report program and administrative costs separately for claiming purposes. The RF17 claim package permits reporting both types of expenditures on the same form.

Under federal TANF regulations, there is a 15% limitation for costs claimed for administrative activities. Under the same regulations, certain activities that were previously considered administrative are now classified as program costs and, therefore, are not subject to the 15% cap. The guidelines on which costs are administrative and which are non-administrative are in Attachment C.

All open RF17 Non-Residential DV projects are shown in the table below with their services periods and final accept dates. Any LDSS that has a remaining *Non-Res DV 17 and 18* allocation should spend down those balances prior to claiming for *Non-Res DV 2021-22* monies. OCFS may reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations.

RF17 Project Name	State Fiscal Year Funding	Expenses Incurred From	Expenses Incurred To	Final Accepted in ACS
Non-Res DV 2021-22	SFY 2021-22	October 1, 2020	June 30, 2022	August 15, 2022
Non-Res DV 19	SFY 2020-21	October 1, 2019	September 30, 2022	March 30, 2023
Non-Res DV 18	SFY 2019-20	October 1, 2018	June 30, 2022	August 15, 2022

VI. Contact Persons

Programmatic questions should be directed either to the OCFS home office staff listed below or to the appropriate OCFS regional office, Division of Child Welfare and Community Services:

Home Office

Jara Traina, Director, Bureau of Domestic Violence Prevention and Victim Support at (518) 402-7239, Jara.Traina@ocfs.ny.gov.

Regional Offices

Buffalo	Amanda Darling, Director Amanda.Darling@ocfs.ny.gov	716-847-3145
Rochester	Chris Bruno, Acting Director Christopher.Bruno@ocfs.ny.gov	585-238-8289
Syracuse	Sara Simon, Director Sara.Simon@ocfs.ny.gov	315-423-1200
Albany	John Lockwood, Director John.Lockwood@ocfs.ny.gov	518-486-7078
Westchester	Sheletha Chang, Acting Director Sheletha.Chang@ocfs.ny.gov	845-708-2498
NYC	Ronni Fuchs, Director Ronni.Fuchs@ocfs.ny.gov	212-383-4873

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

Lauren Horn (Regions I-V) at 518-474-7549

otda.sm.Field_Ops.I-IV@otda.ny.gov

Michael Simon (Regions VI) at 212-961-8250

Michael.Simon@otda.ny.gov

/s/ Lisa Gharthey Ogundimu

Issued by:

Name: Lisa Gharthey Ogundimu

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

/s/ Derek J. Holtzclaw

Issued by:

Name: Derek J. Holtzclaw

Title: Deputy Commissioner

Division/Office: Division of Administration

ATTACHMENT A

SFY 2021-22

TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS

<i>District</i>	Allocation		<i>District</i>	Allocation
Albany	43,042		Ontario	25,000
Allegany	25,000		Orange	31,351
Broome	35,245		Orleans	25,000
Cattaraugus	25,000		Oswego	30,765
Cayuga	25,000		Otsego	25,000
Chautauqua	45,791		Putnam	25,000
Chemung	25,000		Rensselaer	44,940
Chenango	25,000		Rockland	37,907
Clinton	25,000		St. Lawrence	25,000
Columbia	25,000		Saratoga	25,000
Cortland	25,000		Schenectady	44,940
Delaware	25,000		Schoharie	25,000
Dutchess	91,140		Schuyler	25,000
Erie	258,647		Seneca	25,000
Essex	25,000		Steuben	25,000
Franklin	25,000		Suffolk	85,570
Fulton	25,000		Sullivan	25,000
Genesee	25,000		Tioga	41,418
Greene	25,000		Tompkins	25,000
Hamilton	25,000		Ulster	25,000
Herkimer	25,000		Warren	25,000
Jefferson	44,940		Washington	25,000
Lewis	25,000		Wayne	25,000
Livingston	25,000		Westchester	99,050
Madison	25,000		Wyoming	25,000
Monroe	131,258		Yates	32,450
Montgomery	25,000			
Nassau	51,271		Rest of State	2,268,511
Niagara	44,714			
Oneida	69,747		New York City	931,489
Onondaga	79,325			
			Statewide Totals	3,200,000

ATTACHMENT B
**SFY 2021-22 TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES PLAN AND
ALLOCATION ATTESTATION**

DISTRICT:

TANF PLAN CONTACT PERSON:

PHONE # AND EMAIL ADDRESS:

Check one:

☐ By signing this form, I am attesting that the social services district will use its TANF 2021-2022 allocation for enhanced or expanded core and/or optional non-residential domestic violence (DV) services provided by approved non-residential DV programs only for persons with incomes at or below 200% of the poverty level as outlined in the attached, and expenditures will continue to be in accordance with federal TANF guidelines.

☐ By signing this form, I am attesting that the social services district will not be accessing its TANF 2021-2022 allocation for non-residential DV services.

Name of approved non-residential DV service provider(s) that will receive these funds, amount being received by that program, and contact person and telephone number or email address:

Program:	Allocation Amount	Contact Person /Information:
1.		
2.		
3.		

For each provider listed, provide a brief description of the services that will be supported with this allocation, using additional sheets as required. (Note: These funds cannot be used to supplant existing federal, state and/ or local funding sources.)

Commissioner Signature

Date

Send signed **Attachment B** with any additional sheets by TBD, by email to Jara Traina, at the contact information listed above.

ATTACHMENT C

FEDERAL TANF FUNDING GUIDELINES AND CLAIMING INSTRUCTIONS

Federal TANF Funding Guidelines

Eligible Families/Individuals

- Funds may be used for families, children and non-custodial parents who are at or below 200% of the federal poverty level, and otherwise meet the TANF categorical eligibility standards including the Personal Responsibility and Work Opportunity Reconciliation Act U.S. citizenship or qualified alien requirements. For the SFY 2021-22 allocation, the income standards are noted below:

2021 HHS Poverty Guidelines¹

Persons in Family Unit	Poverty Level	200% of Poverty
1	\$12,880	\$25,760
2	\$17,420	\$34,840
3	\$21,960	\$43,920
4	\$26,500	\$53,000
5	\$31,040	\$62,080
6	\$35,580	\$71,160
7	\$40,120	\$80,240
8	\$44,660	\$89,320
For each additional person, add	\$4,540	\$9,080

¹ SOURCE: Federal Register, Volume 86, February 1, 2021, pp. 7732-7734.
See <https://www.federalregister.gov/d/2021-01969>.

Allowable Costs

- Allowable services must meet the federal definition of non-assistance.
- The funds may not be used for assistance. Assistance² for federal purposes consists of any payment or benefit designed to meet ongoing basic needs — food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses. Assistance also includes supportive services such as transportation or child care provided to unemployed recipients. Assistance paid to a person receiving family assistance or non-cash safety net assistance/federal participation is counted toward the 60-month TANF time limit. Assistance counts toward the support offset.
- Ongoing transportation benefits are generally considered assistance, and only meet the definition of non-assistance if provided to an employed family or provided on a short-term nonrecurring basis to meet a specific episode of need that will not extend beyond four months. Funds may be utilized to provide transportation services only when those services are incidental to the services being provided to people receiving TANF-funded public assistance (PA).
- Funds cannot be used for medical services, domestic violence (DV) hotline services, DV outreach/educational services, and capital expenditures.

Cost Allocation

- Costs must be allocated to benefiting programs when more than one program is involved in a particular activity, whether done by LDSS staff or contractor staff. Cost allocation rules are now contained in 2 CFR Part 200, which supersedes and streamlines prior federal guidance, including the *Fiscal Reference Manual* and federal Circular OMB A-87 for LDSSs; OMB Circular A-122; OMB Circular and OMB Circular A-21.

Administrative Costs 15% Rule

- The maximum amount the state can spend on administration is 15% against the TANF Block Grant after transfer to other block grants. This limitation applies to the non-residential DV allocation for SFY 2021-22.
- The federal definition of “administration” is different from the state definition. When TANF costs are claimed to the federal government, they must be claimed according to the federal definition. Federal regulations at 45 CFR 263.0 exclude direct costs, including salaries and benefits, costs for staff providing program services and the direct administrative costs associated with providing these services (e.g., supplies, equipment, travel, postage, utilities, rental costs, and maintenance). For example, the cost of providing diversion benefits and

² 45 CFR 260.31.

services, providing program information to clients, screening and assessment, development of employability plans, work activities, post-employment services, work supports, and case management services, including those involving child welfare case management, except for performing the eligibility determinations, are all excluded from the definition, and should be claimed as program expenditures. Also excluded are costs for contracts devoted entirely to program activities.

- The definition specifically includes contract costs for general administration and coordination of programs (except those excluded totally or in part as program activities), all indirect and overhead costs, and activities related to eligibility determinations within the definition of administrative costs. The following are examples of administrative costs included in the regulations:
 - Salaries and benefits of staff performing administrative and coordination functions
 - Preparation of program plans, budgets, and schedules
 - Monitoring of programs and projects
 - Fraud and abuse units
 - Procurement activities
 - Public relations
 - Services related to accounting, litigation, audits, management of property, payroll, and personnel
 - Costs for the goods and services required for administration of the program (supplies, equipment, travel postage, utilities, office rent, and maintenance), provided that such costs are not excluded as program services
 - Travel costs incurred for official business and not excluded as program costs
 - Management information systems not related to tracking and monitoring (such as state payroll staff)
 - Preparing reports and other documents

Overhead and A-87 costs must be budgeted for any program for which LDSS staff is budgeted.

Claiming Instructions (repeated from pages 3-4 of the LCM)

All expenditures against the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the approved non-residential DV services projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D, *DSS Administrative Expenses Allocation and Distribution by Function and Program* (LDSS-2347), in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, *RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs*, using the project label *Non-Res DV 20* from the drop-down menu on the Automated Claiming System (ACS).

Salary and non-salary costs of staff should be charged to the RF17 claim package. LDSS staff whose responsibilities include both non-residential DV services and other tasks or services must be time studied. Only costs related to non-residential DV services should be charged to the RF17 claim package for non-residential DV services.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B, Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs are reported as object of expense 37 - Special Project Program Expense on the LDSS-923B, Summary-Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. The expenditures should be entered in the RF17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)*.

Instructions for the Schedule D and RF17 claim package are found in Chapters 7 and 18, respectively, of the *Fiscal Reference Manual*, Volume 3. The manual is available online at <http://otda.state.ny.net/bfdm/finance/>.

Costs are claimed at the 100% federal share for clients in receipt of TANF or who are eligible for TANF with incomes at or below 200% of the federal poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will become regular DV services expenditures, which are subject to 95% of 49% state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, the LDSS must report both program and administrative costs for claiming purposes. The RF17 claim package permits the reporting of both types of expenditures on the same form.

Under federal TANF regulations, there is a 15% limitation for costs that may be claimed for administrative activities. Under the same regulations, certain activities that are normally considered administrative are now classified as program costs under these federal rules and, therefore, are not subject to the 15% cap. The guidelines on which costs are administrative and which are non-administrative are noted above.

Claiming Periods (repeated from page 4 of the LCM)

All expenditures against the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the non-residential DV projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D, *DSS Administrative Expenses Allocation and Distribution by Function and Program* (LDSS-2347), in

the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, *RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs*, using the project label *Non-Res DV 20* from the drop-down menu on the Automated Claiming System (ACS).

ATTACHMENT D
ATTACHMENT FOR U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
GRANTS

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Section 352(a) states "all pass-through entities must ensure that every sub award is clearly identified to the subrecipient as a sub award and includes the following information at the time of the sub award and if any of these data elements change, includes the changes in subsequent sub award identification."

(i)	Subrecipient name	Attachment A
(ii)	Subrecipient's unique entity identifier	County LDSS office
(iii)	Federal Award Identification Number (FAIN)	2101NYTANF
(iv)	Federal award date to the recipient by the HHS awarding agency	10/1/2020
(v)	Sub award period of performance start and end date	Section V: Claiming and Instructions and Periods
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity, including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	Section I: Purpose
(x)	Name of the HHS awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	Department of Health and Human Services/Administration for Children and Families Section I: Purpose Section VII: Contacts
(xi)	CFDA number and name	93.558 – Temporary Assistance for Needy Families
(xii)	Identification of whether the award is Research and Development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimis rate is charged per Section 75.414)	Please see uniform guidance 45 CFR 75.

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

PURSUANT TO RESOLUTION NO. 389, ADOPTED 11/9/2020

This agreement is 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 referred to as 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, the provisions of 18 NYCRR Part 462 of the Laws of New York State require local districts to offer and provide necessary and available, non-residential services to victims of domestic violence; 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 non-residential domestic violence services, as more particularly described in Exhibits 1 and 2 attached hereto and made a part hereof (hereinafter referred to as the "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. THE CONTRACT DOCUMENTS; INTERPRETATION

The Contract Documents consist of the following: this Agreement; the Services which are attached hereto as Exhibits 1 and 2 and made a part hereof (collectively called "the Agreement" hereinafter).

In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Services.

ARTICLE II. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide Non-Residential Domestic Violence Services as herein set forth and as more particularly described in Exhibits 1 and 2 of this Agreement.

ARTICLE III. SCOPE OF SERVICES

Non-Residential Domestic Violence Services provided under this Agreement shall be defined as the provision to domestic violence victims, consistent with the provisions of Section 459-a(5) of the Social Services Law and 18 NYCRR Section 462.2(a), including but not limited to telephone hotline assistance, information and referral, advocacy, shelter placement, counseling, and community education/outreach activities as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE IV. 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. Any requests, by either party, to the Agreement for modifications to the provision of these exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Services 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.

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

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. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the residential domestic violence 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 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 Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. 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 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 **ONE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$165,866.00)** as full compensation for the Services described under this Agreement. The fees will be allocated as follows:

1. Core services not to exceed one hundred thirty thousand, eight hundred thirty-five and 00/100 dollars (\$130,835.00).
2. Expanded Counseling Services not to exceed twenty five thousand, two hundred ninety-four and 00/100 dollars (\$35,031.00).

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. 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 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. 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 XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERM OF AGREEMENT

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

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

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

ARTICLE XXVII. PARTIAL INVALIDITY

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

ARTICLE XXVIII. HEADINGS – CONSTRUCTION

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

ARTICLE XXIX. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission, except that the Provider shall provide the individual designated as the Day Porter (see §2.2 hereinabove) and the individual designated as the on-site supervisor (see §3.3 hereinabove) with a telephone number for the receipt of all service calls, and the Provider, through its Day Porter and on-site supervisor, shall respond to any such calls at the said telephone number throughout the duration of this Agreement.

ARTICLE XXX. ENTIRE AGREEMENT

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

ARTICLE XXXI. MODIFICATION

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

ARTICLE XXXII. EXECUTION OF DOCUMENTS

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

ARTICLE XXXIII. 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 XXXIV. 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 XXXV. 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 XXXVI. 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.

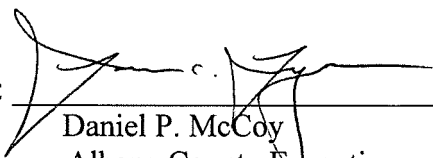
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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 hereof.

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

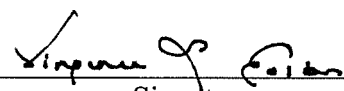
COUNTY OF ALBANY

Dated: 1/27/2021

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

EQUINOX, INC.

Dated: 12/16/20

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.:

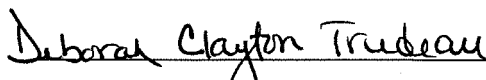
On the 24th day of January, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


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

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

On the 16th day of December, 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.

Deborah Clayton Trudeau
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL5008846
Residing in Saratoga County
Commission Expires March 1, 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

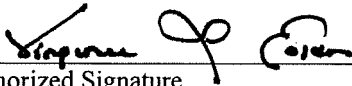
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

12/16/2020
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:

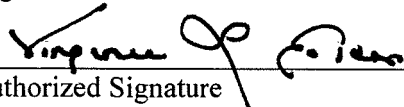
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

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.

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 12/16/2020
Title Date

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

EXHIBIT 1

SERVICE PROVISION RESPONSIBILITIES

The Provider will provide Non-Residential Services to Victims of Domestic Violence, under this Agreement, as follows:

1. Non-Residential Domestic Violence Core Services

- A. **Service Definition** - Identifying, assessing, and providing non-residential services to victims of domestic violence in order to resolve the problems leading to violence, or to assist victims to establish themselves independently, if necessary, to avoid violence in accordance with the provisions of Section 459-a(5) of the Social Services Law and regulations at 18 NYCRR Section 462.4.
- B. **Eligible Persons** - A victim of domestic violence is defined in Section 459-a (1) of the NYS Social Services Law and in regulations at 18 NYCRR Section 462.2(d). Eligibility for non-residential services will be based upon group eligibility as described in 18 NYCRR Section 462.6(b)(1). Any person who meets the statutory definition of a victim of domestic violence will be eligible for such services, without regard to income. The Provider will be responsible for determining a person's eligibility for non-residential services. An individual Department application for services is not required.
- C. **Service Provision** - The Provider will operate a program of Non-Residential Domestic Violence Services, as described below and in the performance targets and milestones incorporated within Exhibit 2. The Provider will provide the described services consistent with the requirements of Section 459-a (5) of NYS Social Services Law and 18 NYCRR Section 462.2(a) and 18 NYCRR Section 462.4. The provision of core services is mandated for all Non-Residential Domestic Violence to include, hotline services, information and referral, shelter placement, advocacy, counseling services, and community outreach and education, as described in 18 NYCRR Section 462.4(a) .
 1. Equinox, Inc. operates a program of counseling and advocacy services for Albany County victims of domestic violence not currently residing at the Equinox Domestic Violence Shelter or other local domestic violence shelter. Non-residential services will be made available, as appropriate, to eligible persons residing in the community, as well as to victims residing in "generic" emergency shelter facilities.
 2. Telephone hotline services, as well as related information and referral services, as described in 18 NYCRR Section 462.4(a)(1), are provided from the domestic violence shelter, located at a confidential location in the City of Albany. Due to the nature of the services, persons in need access help via a telephone and so do not go to a specific location to be served. Callers to the hotline remain anonymous unless they seek shelter or non-residential services. At that time, an intake form is completed, which will go into the file if they become a resident or client. If they do not the form is shredded and disposed.
 3. All non-residential services delivered in-person will be provided off-site from the shelter. Advocacy is provided at Equinox and at all city and local courts.
 4. The Equinox Community Services Center has a separate waiting room reserved for victims who have security concerns.

5. The Center also has a security system that permits a receptionist to “buzz” open a locked front door and a silent alarm system to local police. Courts have security staff that routinely assists advocates and their clients.
6. Case information is maintained in the client’s individual file, located in a locked file cabinet in the Equinox Domestic Violence Services staff offices. Information regarding cases will be kept confidential within the agency without a signed release of information from the client, with the exception of funder and state mandates. Advocates and counselors do not identify their affiliation with Equinox or the purpose of their call when calling clients unless the client has specifically indicated it is safe to do so.

All required core services are provided directly by Equinox, as follows:

7. Telephone Hotline Assistance (18 NYCRR Section 462.4(a)(1)) - Equinox operates a 24 hour/ seven days a week hotline, which is answered at the domestic violence shelter by trained staff. The hotline also serves as a point of intake for emergency shelter and non-residential domestic violence services.
8. The provision of core services as described in 18 NYCRR Section 462.4(a), is mandated for all Non-Residential Domestic Violence Service providers: hotline services, information and referral, advocacy, counseling services, and community outreach and education. The contract represents a continuation of existing core service provisions including a case manager for triage/referral and coordination of Domestic Violence [DV] Residential placements to Equinox and other DV Residential placements. Equinox services will include 24/7 coverage with the agency assuming responsibility for immediate assessment, safety planning and ensuring that the shelter needs of all legitimate victims are met. Services include sheltering at Equinox or making placement and transportation arrangements to other DV shelters and motels (providing intense case management during the transition from residential shelters and motel) for both Equinox and out of county DV placements assistance insuring that domestic violence victims will receive consistent services throughout their placement and transition. Another responsibility is to assist with hotline calls/walk-in inquiries during business hours and delivery of case management services to this population and to new services (Elder Abuse) through Equinox. In addition, an NRDV staff person on site at 162 Washington Ave will be at the discretion of Albany County Department of Social Services for integrated delivery of services to the victims
9. Information and Referral services as described in 18 NYCRR Section 462.4(a)(2)- Information and referral is provided through the 24-hour hotline, as well as by direct service staff to their clients. Equinox has developed a referral listing which and updated on an annual basis. Information and referral includes residential and non-residential domestic violence programs, batterer services, other community services, medical services and information about the criminal and family justice systems.
10. Advocacy as described in 18 NYCRR Section 462.4(a)(3)- Expanded Advocacy Services will be provided to TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence free living. Assistance to victims is provided in the form of accompaniment to legal system entities, health care facilities, social welfare systems agencies and other community service providers. Linkages to other specialized services is provided consistent with developed safety and service plans. Advocates provide services, supplemented by trained volunteers.

11. Equinox has an advocacy office located at Albany County Family Court. Victims seeking orders of protection meet with an Equinox advocate, who assist them in preparing the petition and accompanies them in the courtroom. Other city and town courts in Albany County are included in a coordinated response of Equinox, Albany City Police Department Domestic Violence Unit and Albany County Comprehensive Crime Victims Assistance Program. An advocate is present at each criminal court to assist any domestic violence victims who may be present.
 12. Advocates provide case management, accompaniment and liaison services to domestic violence victims, maintaining appropriate records and statistics. They work closely with program counselors to provide comprehensive services to clients. They also develop and maintain positive working relationships with other community services providers. Qualifications include a minimum of a bachelor's degree in a human service related major or a minimum of two years human services experience. Advocacy is provided five days a week during business hours, as well as at other times, as required.
 13. Counseling as described in 18 NYCRR Section 462.4(a)(4)- Domestic Violence Counselors provide individual and group counseling to domestic violence victims and their children.
 14. Couples counseling will take place outside the agency. Counseling emphasizes safety, self-sufficiency and education. Counselors develop and maintain positive working relationships with other community services, and maintain appropriate records and statistics.
 15. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours.
 16. Community Education/Outreach Activities as described in 18 NYCRR Section 462.4(a)(5)- Education will be directed towards the professional community who interact with domestic violence victims (law enforcement, medical, courts, DSS), organizations and institutions that may provide other services to victims (schools, human service agencies, religious institutions) and to the public (adults and students). Special efforts will be made to ensure outreach programs are directed towards the disabled community, low-income populations, ethnic minorities and outlying parts of the county. Professional training and community education is scheduled for any day or time. Presentations are given during regular business hours, in the evening or during weekends as needed.
- D. **Expanded Counseling Services** - The two TANF domestic violence counselors (.45 FTE) will provide individual and group counseling. This counselor will expand the existing core non-residential services by increasing the program's counseling capacity. The TANF DV Counselor will provide counseling which emphasizes safety, self-sufficiency and education. The Counselor will be responsible for the maintenance of appropriate records and statistics, as well as the development and maintenance of positive working relationships with community agencies. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours. The counselor will provide services to a minimum of 15 cases during the course of this contract year.
- E. **Cooperation Amongst Providers** - The Provider agrees to fully cooperate and participate in such efforts and discussions with other service providers as may be initiated or requested by the Department, in order to ensure coordinated planning and service delivery to Albany County domestic violence victims.

EXHIBIT 2

PAYMENT FOR SERVICES

I. Contract Payment

- a. The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.
- b. The Provider will allocate program staff and resources, as specified in the approved program application attached to Exhibit 1.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred, as detailed under Article X, under a performance-based model, as described below.

- a. On a monthly basis, the Provider shall submit a claim to the Department, reflecting actual expenses incurred, in accordance with the line-item budget attached to Exhibit 1. Claims must be accompanied by appropriate documentation of expenses. Payments to provider will be issued monthly, with performance reviewed quarterly, as outlined in item "c" below. In the instance that performance falls below the minimum quarterly standard, further reimbursement will be withheld pending the Provider's performance becoming sufficient to meet targeted levels for the period.
 - b. On a quarterly basis, the Provider shall submit a report of service provision and case-specific milestone achievement, in such form as the Department may require. The performance targets and milestones applicable to performance under this contract are detailed below. Attached are the targeted quarterly milestone breakdowns.
 - c. Payment will be made monthly, contingent upon the Provider submitting evidence of achieving a minimum average of 75% of targeted milestones for the period. In the event that the Provider fails to meet agreed-upon levels of achievement during a given period, yet exceeds projections during other quarters and meets targeted levels for the full contract period, the amount of the withheld reimbursement will be restored.
- a. The Department will maintain sole discretion as to whether to renegotiate performance targets and milestones. If the Provider should request such renegotiation of performance targets and milestones, it must present compelling evidence that such renegotiation is necessary and that their failure was due to circumstances beyond their control. It is understood that for any renegotiation to be considered, the Provider must demonstrate the reasonableness of achievement levels actually anticipated, in relation to the anticipated funding amounts.

III. Expected Client Out Comes

ANTICIPATED CORE SERVICES

- 1,500 callers will receive information, referral and/or telephone counseling through Equinox's 24-hour hotline.
- 500 victims will develop a safety plan.
- 350 victims will secure orders of protection from the courts.
- 150 victims will file for orders of custody in order to ensure their children's safety.
- 150 victims will take the initial steps towards addressing an issue, which limits their ability to live a violence-free life.
- 80 victims will successfully achieve service plan goals on an ongoing basis necessary to accomplish addressing issues, which limits their ability to live a violence-free life.
- 1300 victims will benefit from knowledge of the dynamics of domestic violence and available services, provided through the community education and outreach efforts.
- 200 victims will be assessed for emergency shelter.
- 150 victims will complete intake procedures and be referred to safe housing.
- 160 emergency walk-in victims will receive information and referral services.
- 175 victims will obtain safe housing.

ANTICIPATED COUNSELING FOR TANF-ELIGIBLE VICTIMS OF DOMESTIC VIOLENCE:

- 25 victims of domestic violence will develop a safety plan.
- 25 victims of domestic violence will develop service plan goals.
- 15 victims of domestic violence will take the initial steps towards addressing an issue that limits their ability to live a violence-free life.
- 5 victims will successfully achieve a service plan goal, addressing a first issue that limits their ability to live a violence-free life.

TANF Requirements

Concerning the TANF Domestic Violence Counseling program, the Provider agrees to abide by all State and Federal requirements related to receipt of TANF Services funds, including the following, as well as any new or revised directives, which may be issued.

- a. The Provider agrees to obtain and maintain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Certifications should be obtained prior to acceptance of the case for services, but in no event later than 30 days

from the initiation of services. The Provider on-site shall maintain all original certifications, with copies submitted to the Department for review.

- b. Administrative costs will be limited to 15% of the total program budget.
- c. An approved cost allocation form will be submitted to the Department for each related TANF-funded service component.
- d. TANF funds may not be utilized for medical services or capital construction costs.
- e. Incidental transportation and/or childcare reimbursement may be provided with TANF funds only if incorporated within the approved budget and only to Family Assistance recipients or employed individuals. Childcare provided on a recurring basis must be provided through the Local Social Services Child Care Block Grant.

VI. Other

- a. The provider agrees to maintain a case record on each resident, to include documentation of the specific date and means by which the resident achieved each designated milestone on a single form, and other pertinent forms and details of the case-specific service provision.
- b. All budgetary information and reports required under this section shall be submitted to the Contract Manager assigned by the Department.

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 Law.

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



EQUIINC-02

RDUMA

185

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		FAX (A/C, No): (845) 350-3901
	E-MAIL ADDRESS:		
INSURED Equinox, Inc. 500 Central Avenue Albany, NY 12206	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NonProfits Insurance Alliance		
	INSURER B : Cincinnati Insurance Company		10677
	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.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. 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



1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649
| nysif.com

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

RESOLUTION NO. 389**AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING
NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES**

Introduced: 11/9/20

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department of Social Services has requested authorization to enter into a service agreement with Equinox, Inc. as a state-qualified provider of non-residential services to victims of domestic violence in the amount of \$165,866 for a term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, Equinox, Inc. provides core services mandated by New York State to include a 24-hour domestic violence hotline and walk-in assistance center, domestic violence residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community and in non-domestic violence shelter facilities, and

WHEREAS, Equinox, Inc. will also provide non-core expanded advocacy services to 25 TANF-eligible victims of domestic violence to include accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Equinox, Inc., Albany, NY 12206 regarding the provision of non-residential services to victims of domestic violence in an amount not to exceed \$165,866, or at a rate subsequently promulgated by New York State Office of Children and Family Services, for a 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 – 11/9/20