

County of Albany

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



Meeting Agenda

Tuesday, January 25, 2022

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AGREEMENTS WITH VARIOUS ALBANY COUNTY MUNICIPALITIES FOR THE PROVISION OF YOUTH BUREAU SERVICES
3. AMENDING RESOLUTION NO. 103 FOR 2021 REGARDING REDLICH HORWITZ FOUNDATION GRANT FUNDING
4. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE CHILD RIGHT: SAFE HARBOR INITIATIVE AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET
5. AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER
6. AUTHORIZING AGREEMENTS REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
7. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING ANCILLARY LAUNDRY SERVICES FOR ELIGIBLE INDIVIDUALS IN THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM
8. AMENDING RESOLUTION NO. 20 FOR 2021 REGARDING THE PROVISION OF KIOSKS FOR SNAP BENEFIT APPLICANTS AND RECIPIENTS

County of Albany

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



Meeting Minutes

Tuesday, November 23, 2021

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

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

Excused: Carolyn McLaughlin and Nathan L. Bruschi

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: INCREASED COSTS FOR CHILDREN IN NEED OF FOSTER CARE**

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

3. AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: INCREASED PLACEMENT COSTS FOR RAISE THE AGE SECURE DETENTION NEEDS

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 4, 2022

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 authorization to enter into Agreements with various Albany County Municipalities for the provision of providing Youth Bureau services.

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-3023, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Youth Bureau Municipality Contracts

Date: January 4, 2022
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 Municipalities - Please See Attached

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$96,500

Scope of Services: Youth Bureau Services through County Municipalities

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6119 03820

Revenue Amount: \$96,500

Appropriation Account and Line: AA6119 44406

Appropriation Amount: \$96,500

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2021 - 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: 15-405, 16-424, 17-343, 18-403, 19-481, 21-105

Date of Adoption: 10/13/15, 10/13/16, 9/11/17, 9/12/18, 11/11/19, 4/12/21

Justification: (state briefly why legislative action is requested)

Please See Attached

**Department for Children, Youth and Families
Backup Material for Contract Authorization with
Various Municipalities for Youth Bureau Programing**

The Department respectfully requests legislative authorization to enter into contractual arrangements with eleven (11) Albany County Municipalities, as listed below.

The total amount of State Aid from NYS OCFS to Albany County DCYF Youth Bureau for the RAP in 2021 is \$379,859. These funds are intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations and Municipalities within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.

In 2014, The Governor's Executive budget proposed changes to Executive Law 19-A YDDP (Youth Development and Delinquency Prevention) Sections 412, 420,422 and 19-H RHYA (Runaway and Homeless Youth Services Act) Sections 532A, 532B.

As of January 1, 2014 the local youth bureaus process reimbursement claims from Municipalities, not NYS OCFS. The County will now have full responsibility for paying Municipal claims out of the annual State Aid Allocation to the County.

Municipality	Allocation
City of Albany	\$25,000
City of Cohoes	\$17,200
City of Watervliet	\$ 4,000
Town of Bethlehem	\$ 5,000
Town of Coeymans	\$ 1,000
Town of Colonie	\$28,000
Town of Guilderland	\$ 7,000
Town of Knox	\$ 3,300
Village of Altamont	\$ 1,000
Village of Colonie	\$ 2,000
Village of Green Island	\$ 3,000
Total	\$96,500



Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

November 12, 2021

Mr. Daniel McCoy, County Executive
Albany County Office Building
112 State Street; RM 1200
Albany, Ny 12207

Dear Mr. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County's Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2021. The RAP, submitted through the Quality Youth Development System (QYDS), includes applications requesting State aid in the amount of \$379,859.

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfs.sm.YouthBureau@ocfs.ny.gov. and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive **Youth Development Program (YDP)** claims no later than twelve (12) months after the end of the calendar **year** during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar **quarter** in which the claimed services were delivered.

If you have questions, please connect with Matthew Newman by email at matthew.newman@ocfs.ny.gov or by phone at (518) 474-8120.

Sincerely,

Nina Aledort, Ph.D., LMSW
Deputy Commissioner

CC: Valerie Johnson, Youth Bureau Director

RESOLUTION NO. 105

AUTHORIZING AGREEMENTS WITH VARIOUS ALBANY COUNTY MUNICIPALITIES FOR THE PROVISION OF YOUTH BUREAU SERVICES

Introduced: 4/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, Due to New York State regulatory changes, local youth bureaus have full responsibility regarding the payment of municipal claims out of the annual State Aid allocation to the County from the New York State Office of Children and Family Services, and

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into agreements with the following Albany County municipalities in the amounts listed below in an amount not to exceed \$84,505 regarding the provision of youth bureau services for a term commencing January 1, 2020 and ending December 31, 2020:

City of Albany	\$16,000
City of Cohoes	\$20,150
Town of Bethlehem	\$4,255
Town of Colonie	\$23,000
Town of Guilderland	\$9,500
Town of Knox	\$2,800
Village of Colonie	\$2,000
Village of Green Island	\$5,500
Village of Ravena	\$1,300

now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the aforementioned Albany County municipalities in the amounts listed above in total not to exceed \$84,505, regarding the provision of youth bureau services for a term commencing January 1, 2020 and ending December 31, 2020, and, be it further

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

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

Adopted by unanimous vote - 4/12/21



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

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

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

January 5, 2022

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2022 Albany County Budget to rollover the Redlich Horwitz Foundation grant funding in the amount of \$5,000 for the period of January 1, 2022 – December 31, 2022.

The Department received Legislative approval via Resolution 2021-103 to accept the funding from the Redlich Howitz Foundation, however the money was not fully utilized in 2021.

The funding supports ongoing technology needs for both the triage team and the congregate care review teams to work off site as well as to provide supports to kinship and foster parents for recruitment, training and emergency certification.

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-3024, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment for Redlich Horwitz Foundation Grant

Date: January 5, 2022
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☒ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA 6119 4 3406

Revenue Amount: 5,000.00

Appropriation Account and Line: AA 6119 0 4046

Appropriation Amount: 5,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State:

County: Click or tap here to enter text.

Local: 100%

Term

Term: (Start and end date) 1/1/2022 - 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: 103-21, 14-21, 248-20, 17-38

Date of Adoption: 4/12/21, 2/8/21, 8/10/20, 2/13/17

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request to amend the 2022 budget to carry over Redlich Horowitz Foundation for Family First Implementation Grant

The Department for Children, Youth and Families respectfully requests Legislative authorization to amend the 2022 adopted budget to include the remainder of the Redlich Horowitz Foundation grant in the amount of \$5,000.00 for the period of January 1, 2022 – December 31, 2022. The Department received Legislative approval via Resolution 2021-103 to accept the funding from the Redlich Howitz Foundation, however the money was not fully utilized in 2021.

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

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

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	5,000	0		DCYF
	TOTAL APPROPRIATIONS	5,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3406 000	Child Advocacy Center	0	5,000		DCYF
	TOTAL ESTIMATED REVENUES	0	5,000		
	GRAND TOTALS	5,000	5,000		

RESOLUTION NO. 103

AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Introduced: 4/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with the Redlich Horwitz Foundation regarding grant funding in the amount of \$10,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has indicated that the grant funding will support ongoing technology needs for both the triage team and the congregate care review teams to work off site and access case and Tableau data; and to support program planning, foster parent recruitment, and certification, including but not limited to foster parent recruitment materials, media campaigns, and flexible funds to assist families in achieving certification such as household repairs or transportation, and

WHEREAS, The Commissioner has also requested an amendment to the 2021 DCYF Budget in order to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Redlich Horwitz Foundation regarding kinship and foster parent recruitment support funding in the amount of \$10,000 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

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

Increase Revenue Account A3407 Child Advocacy Center by \$10,000

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

and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 5, 2022

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 accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative, and to amend the 2022 adopted budget for the Department for Children, Youth and Families. The grant award for the 2022 funding year for the period of January 1, 2022 to December 31, 2022 is \$43,350 with no County share.

The funding, as in the past will continue to facilitate trainings and educational outreach to increase community awareness and knowledge about the Safe Harbor Initiative.

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-3028, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization of Grant Acceptance from NYSOCFS of the Safe Harbor Grant and to Amend the ACDCYF 2022 Adopted Budget

Date:	January 5, 2022
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.: AA6119 03407 \$43,350.00
Source of Funds: NYS OCFS
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Acceptance

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$43,350.00
Scope of Services: Safe Harbor Initiative

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line: AA6119 03407

Revenue Amount: \$ 43,350.00

Appropriation Account and Line: AA6119 8580, 9010, 4038, 4039, 4046

Appropriation Amount: \$31180, \$2386, \$1000, \$2084, \$5000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2022 - 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: 21-104, 20-53,19-64, 17-42, 17-350, 16-152, 15-182

Date of Adoption: 4/12/21, 2/10/20, 2/11/19, 2/13/17, 9/11/17, 4/11/16, 5/11/15

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization of Grant Acceptance from the Office of Children and Family Services of the Safe Harbor Grant and to Amend the 2022 Adopted Budget

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative and to amend the 2022 adopted budget for the Department for Children, Youth and Families. The grant award for the 2022 funding year for the period of January 1, 2022 to December 31, 2022 is \$43,350 with no County share.

In 2008, New York State signed into legislation the Safe Harbor for Exploited Children Act. Prior to the passage of this Act, sexually exploited youth involved in illegal activities did not receive the protection of the Family Court and were instead prosecuted criminally. As such, rather than viewed as victims, these children and youth were seen as offenders of the law and treated as such. With the passage of the Act, these children and youth are now viewed as victims, which enable them to receive services to provide for their safety and well-being, in addition to counseling and other specific services to help address their emotional needs.

Allowable use of Safe Harbor funds include:

1. Create or further develop a community taskforce to address the issue of the sexual exploitation of children on a community-wide basis among all stakeholders, including law enforcement, child welfare staff, runaway and homeless youth shelter staff (where applicable), local service providers, advocates, local school staff, medical providers, and any other community stakeholders;
2. Promote community awareness about the sexual exploitation of children, including information on identification, referral to services, through community events or other methods of disseminating information;
3. Provide case assessment and referral for services through a multi-disciplinary team approach, including the utilization of Child Advocacy Centers where such exist, to interview potentially sexually exploited children and develop case plans to meet their needs;

With the funding to date, DCYF has facilitated trainings and educational outreach to increase community awareness and knowledge on this subject matter.

In 2017, we established a critical team and developed protocol and processes to identify and service this population of youth. The Critical Team, as initially formed, consists of the following entities with other agencies to be included as warranted:

- Albany County Department for Children Youth and Families
- Albany County Attorney's Office
- Albany County Department of Probation
- Albany County Department of Social Services
- Albany County Department of Mental Health
- Albany Police Department
- Albany County Sheriff's Office
- Albany Police Department
- Bethlehem Police Department
- Colonie Police Department

- Albany County Crime Victims Sexual Violence Center
- St. Anne Institute
- Albany Medical Center
- St. Peter's Health Partners
- Forensic Nurse Practitioners of Schenectady
- Albany County Regional Immigration Assistance Center

APPROPRIATIONS

ACCOUNT NO.		DATE	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A 6119	1		Per Diem Therapies PT	31,180.00			DCYF
A 6119	8	9010	Social Security	2,386.00			DCYF
A 6119	2	2001	Equipment	500.00			DCYF
A 6119	4	4038	Travel/Mileage/Freight	1,000.00			DCYF
A 6119	4	4039	Conferences, Training, Tuition	2,084.00			DCYF
A 6119	4	4020	Office Supplies	300.00			
A 6119	4	4042	Printing and Advertising	900.00			
A 6119	4	4046	Fees for Services	5,000.00			DCYF
TOTAL APPROPRIATIONS				43,350.00	0.00		

ESTIMATED REVENUES

ACCOUNT NO.		DATE	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A 6119	0	3407 000	Child Advocacy Center	0.00	43,350.00		
TOTAL ESTIMATED REVENUES				0.00	43,350.00		
GRAND TOTALS				43,350.00	43,350.00		

RESOLUTION NO. 104

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE CHILD RIGHT: SAFE HARBOR INITIATIVE AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 4/12/21

By Social Services Committee and Mr. A. Joyce:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services in order to accept funding regarding the Child Right: Safe Harbor Initiative in the amount of \$33,000 for a term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Child Right: Safe Harbor Initiative focuses on establishing a framework to increase the identification of potential trafficking victims, creating capacity for services in local infrastructures, and to support direct services to those victims, and

WHEREAS, The Commissioner has also requested a budget amendment in order to incorporate the aforementioned funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services in order to accept funding in the amount of \$33,000 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the 2021 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$33,000

Increase Appropriation Account A6119.1 by \$28,080 by increasing Line Item A6119 1 8580 Per Diem Therapies PT by \$28,080

Increase Appropriation Account A6119.4 by \$2,534 by increasing the following line items:

Increase Line Item A6119 4 4038 Travel/Mileage/Freight by \$500

Increase Line Item A6119 4 4039 Conferences, Training, Tuition by \$800

Increase Line Item A6119 4 4046 Fees for Services by \$1,234



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

January 6, 2022

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to authorize acceptance of a grant renewal with New York State Office of Children and Family Services for services involved with the Children's Advocacy Center and to amend the 2022 Department of Children, Youth and Families Adopted budget. The grant award is \$96,457 for the term of February 1, 2022 to September 30, 2022.

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

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

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

Sincerely,

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-3029, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Grant Acceptance, Budget Amendment, Contract Authorizations and Early Approval regarding the Children's Advocacy Center

Date: January 6, 2022
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 Authorizations
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) **Early Approval for February 1, 2022 start date**

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☒ Equipment (Supplies)
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☒ Revenue

Increase Account/Line No.: 6119 0 3407 / 6119 4 2205, 4020, 4039, 4042, 4046,
Source of Funds: NYSOCFS
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Renewal

Submission Date Deadline 12/31/2021

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

Contract Terms/Conditions:

Party (Name/address):

New York State OCFS
52 Washington Street
Rensselaer, NY
12144

Additional Parties (Names/addresses):

Albany County Crime Victims & Sexual Violence Center
112 State Street Room 1100
Albany, NY 12207

Albany Police Department
165 Henry Johnson Blvd.
Albany, NY 12210

Amount/Raise Schedule/Fee: \$96,457
Scope of Services: Child Advocacy Center Services

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: A 6119 0 3407
Revenue Amount: \$56,983

Appropriation Account and Line: A 6119 4 4020 4036 4039 4040 4042 4046
Appropriation Amount: 900 1897 3402 250 300 50484

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 2/1/2022 - 9/30/2022
Length of Contract: 8 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: 21-18, 19-88, 18-206, 16-555, 15-63, 14-28, 13-16, 12-16
Date of Adoption: 2/8/21, 3/11/19, 5/14/19, 12/5/16, 2/10/15, 2/10/14, 2/11/13,

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Backup Material for Authorization for Grant Acceptance from the New York State Office of Children and Family Services for funding the Children's Advocacy Center, to amend the 2022 Adopted Budget, and to obtain Contract Authorization with the Albany County Crime Victims & Sexual Violence Center and Albany Police Department

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYSOCFS) for the Children's Advocacy Center (CAC). The grant award is \$96,457, for the term February 1, 2022 to September 30, 2022 (8 Months).

The Department would request authorization for the County to enter into this contract before February 1, 2022 at which time the contract begins.

In addition, the Department respectfully requests authorization to renew agreements with Albany County Crime Victims and Sexual Violence Center, and the Albany Police Department in conjunction with this grant. The amount of the proposed renewal will be \$27,333 for Crime Victims and \$18,000 for Albany Police Department for the period of February 1, 2022 to September 30, 2022 (8 Months).

In November 2010, the Department for Children, Youth and Families – Children's Advocacy Center was awarded funding from NYSOCFS specifically for Children's Advocacy Centers. Since that time, this funding has been utilized to offset salary and fringe of the clerical support person located at the CAC and a Family Advocate position that is staffed by the Albany County Crime Victims and Sexual Violence Center (CVSVC), as well as training for staff, and offsetting the County's cost for office supplies and general services expenditures. In 2022, the Department will utilize this funding in a similar manner to offset salary and fringe of staff persons for the CAC, including Case Supervisor A, Account Clerk III, CSEC Coordinator, Clerical staff and Family Advocate positions. Funding will also continue to be utilized for training of staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the promotion of healthy relationships and the prevention of child abuse and maltreatment.

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

The Family Advocate's primary role is to offer support to non-offending caregivers in cases of alleged sexual and/physical abuse so that they can act responsibly to protect and support the alleged victim. According to the National Children's Advocacy Center, the non-offending caregiver is often overwhelmed by a wide range of emotions and pressures. If the child is to be protected and remain in their home, the non-offending caregiver must often choose to support the child in the face of their own denial, that of the alleged abuser, and the denial of family and friends. Combined with the emotional stress is the financial impact caused by sudden

separations and the loneliness and isolation often resulting from them. Crime Victim Sexual Violence Center is a community partner with the CAC and this collaboration has enhanced the working relationship that previously existed.

The Albany County Multi-Disciplinary Team is a collaboration of professionals from the various disciplines who investigate, prosecute and treat child victims of sexual and physical abuse in Albany County. The partners include Albany County Department for Children Youth and Families, Albany County District Attorney's Office, Albany Police Department, Albany County Sheriff's Office, Altamont Police Department, Bethlehem Police Department, Cohoes Police Department, Colonie Police Department, Green Island Police Department, Guilderland Police Department, Menands Police Department, New York State Police Troop G, Ravena-Coeymans Police Department, Watervliet Police Department, Albany County Crime Victims and Sexual Violence Center, St. Anne Institute, Albany County District Attorney Victim/Witness Specialist Program, Northeast Health, Forensic Nurse Practitioners of Schenectady, and Albany Medical Center.

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

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

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



Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

September 21, 2021

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

Re: CAC/MDT New Award

Dear Mr. Lynch,

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

Contract Number:	TBD
Contract Term:	02/01/2022-09/30/2025
Budget Period 1:	02/01/2022-09/30/2022 (8 months)
Period 1 Award Amount:	\$96,457.00

Funding methodology for this contract will be configured annually by calculating the prior three (3) years of underspending (contract amount - expensed). If the underspent percentage (sum of prior three (3) years underspent / sum of prior three (3) years contract amount) is greater than 5.0%, then the base amount for the new budget period year is reduced. If percentage is less than 5.0% then base is increased. Decreases in the next annual budget period will be based on the prior year's base multiplied by the underspent percentage plus five percent (5%). Increases in the annual period amount will be based on the prior year's base plus the proportion of all bases receiving an increase. All contracts, per appropriation language, will receive additional funding based on the three-year (3) average of number of children served, which is recalculated annually. Each budget period amount is subject to change due to this funding methodology and will be calculated at the end of the previous year.

OCFS will notify the vendor of their budget period award amount approximately (90) days before the beginning of the next budget period. By signing the contract, the vendor agrees that they will not expend more than the annual budget period amount contained in this OCFS notification. For this purpose, the periods are defined as: Period 1 (02/01/2022) - the start date of the contract plus 8 months, Period 2 (10/01/2022) - the day after the last day of period 1 plus 12 months, Period 3 (10/01/2023) - the day after the last day of period 2 plus twelve months, and so on. OCFS has based your 8 month/period 1 amount on an annual award/12-month amount of \$144,685.00.

The vendor will receive a letter within thirty (30) days of a site visit/review by OCFS Staff. The vendor agrees to incorporate any issued Program Improvement Plan (PIP) into their upcoming budget period's Performance Targets to correlate with the PIP, as well as recommendations made during the site review with their OCFS Program Manager, and any increase/decrease in funding. The overall New York State program standards listed above, will remain the same.

Please be advised, \$27,422.00 of the above award amount will be required to be allocated toward resolving your outstanding program improvement plan (PIP). This portion of the allocation reflects the 2016-2019 total of unused/returned funds. If the PIP can be resolved prior to the end of the budget period, funding can be reallocated to an existing budget line upon the CAC/MDTs ability to demonstrate compliance with all OCFS CAC/MDT program standards.

Once OCFS notifies the vendor the amount of funding for the upcoming budget period, the vendor agrees to upload their annual workplan/performance targets, and modifications to the annual budget period into the Contract Management System (CMS), using the Report Functionality feature, for the upcoming budget period. This is expected to be complete no later than sixty (60) days prior to the beginning of the next budget period and cannot begin services until their workplan has been approved by OCFS in CMS.

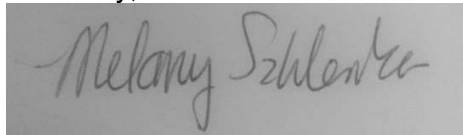
The contract application must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the multi-year contract for your agency is in your CMS inbox, and you should follow the schedule set in CMS to enter your budget and program information. Submitting your contract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

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

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

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

Sincerely,



Melaney Szklenka
Senior Manager

Attachments: Contract Instructions Documents,
CMS Authorization Form

Cc: Program Manager,
Contract File

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4020 000	Office Supplies	900.00	0.00	-	DCYF
AA 6119 4 4036 000	Telephone	1,897.00	0.00	-	DCYF
AA 6119 4 4039 000	Conferences/Training/Tuition	3,402.00	0.00	-	DCYF
AA 6119 4 4042 000	Printing and Advertising	300.00	0.00	-	DCYF
AA 6119 4 4046 000	Fees for Services	50,484.00	0.00	-	DCYF
TOTAL APPROPRIATIONS		56,983.00	0.00		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0.00	56,983.00		DCYF
TOTAL ESTIMATED REVENUES		0.00	56,983.00		
GRAND TOTALS		56,983.00	56,983.00		



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

January 5, 2021

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

Dear Chairman Joyce,

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

Approval is requested to enter into agreements with NYS approved providers for Expanded In Home Services to the Elderly Program (EISEP) and Title XX services. EISEP and Title XX home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

EISEP consumers have the option to choose to receive services under traditional home care or through consumer direction. Consumers or their representatives who receive services under the consumer directed in-home services model will have the responsibility for interviewing, selecting, scheduling, training, supervising and dismissing the in-home services worker.

Under the Consumer Directed Personal Assistance Program (CDPAP), NYS approved providers will act as fiscal intermediary and paymaster of record for home aides delivering in-home services to EISEP clients. The providers will deliver or arrange for local assistance, quality assurance as well as facilitate peer support for eligible recipients electing to utilize the CDPAP option.

194 clients are currently being served under the EISEP Program.

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-3006, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 12/21/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Multiple. See attached listing

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 1,190,400

Scope of Services: Expanded In Home Services to the Elderly Program (EISEP) services delivered to eligible individuals according to a care plan

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: AA6070 01870
Revenue Amount: 1,190,400

Appropriation Account and Line: AA6070 44425
Appropriation Amount: 1,190,400

Source of Funding - (Percentages)

Federal: .
State: 66%
County: 34%
Local: .

Term

Term: (Start and end date) 4/1/2022-3/31/2023
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: 24
Date of Adoption: 2/8/2021

Justification: (state briefly why legislative action is requested)

Approval is requested to enter into agreements with twelve NYS approved providers for Expanded In Home Services to the Elderly Program (EISEP) and Title XX services. EISEP and Title XX home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care. Eligibility requirements are as follows:

- Individuals who are at least 60 years old and;
- In need of assistance with an Activity of Daily Living or two Instrumental Activities of Daily Living;
- Able to be maintained safely at home; and
- Not be eligible for the same services under Medicaid.

Eligibility requirements for consumer directed EISEP include those provided above, as well as:

- Be capable of making choices regarding their In-home services;
- Be capable of hiring, training, and supervising the in-home services worker; and
- Understand the impact of their choices, and assume responsibility for the results of these choices, or delegate authority to another who is capable of these tasks.

EISEP consumers have the option to choose to receive services under traditional home care or through consumer direction. Consumers or their representatives who receive services under the consumer directed in-home services model will have the responsibility for interviewing, selecting, scheduling, training, supervising and dismissing the in-home services worker.

Under the Consumer Directed Personal Assistance Program (CDPAP), NYS approved providers will act as fiscal intermediary and paymaster of record for home aides delivering in-home services to EISEP clients. The providers will deliver or arrange for local assistance, quality assurance as well as facilitate peer support for eligible recipients electing to utilize the CDPAP option.

Albany County Department of Social Services (DSS) contracts with all interested & qualified agencies to provide EISEP and/or Title XX services, thus there is no RFP. The provider will be paid the higher of the New York State Department of

Health established rates allowed for each level of service provision for each provider or the County negotiated rate.

EISEP services are provided to patients in the community under a NYS Office for the Aging Grant. 194 clients are currently being served under the EISEP Program.

2022-2023 EISEP PROVIDERS

Agency Name
Accent Health Care 820 5 TH Ave. Troy, NY 12182
Accu Care Health Services PO Box 148 Rensselaer, NY 12144
Adept Health Care Services 406 Fulton St. Troy, NY 12180
All Metro Home Care 50 Broadway Lynbrook, NY 11563
Any-Time Home Care 127 South Broadway Nyack, NY 10960
Attentive Care of Albany, Inc. 5 Computer Dr. Albany, NY 12205
Consumer Directed Choices 7 Washington Square Albany, NY 12205
ENS Health Care d/b/a Interim Health Care of the Capital Region 1735 Central Ave Albany, NY 12205
Marquis Home Care 230 North Main Street Spring Valley NY 10977
Maxim of New York, LLC 7227 Lee Deforest Dr. Columbia, MD 21046
Unlimited Care, Inc. 19 Aviation Drive Albany, NY 12205
Visiting Nurses Home Care 150 Broadway Menands, NY 12204

**AGREEMENT FOR
EISEP and/or Title XX AND
EISEP CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM
BY AND BETWEEN
ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
ACCENT HEALTH CARE**

PURSUANT TO RESOLUTION NO. 24, ADOPTED 2/8/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Accent Care Health located at 820 5th Avenue Troy, New York 12182 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County is authorized to provide Expanded In-Home Services for the Elderly (EISEP) for eligible adults, sixty years of age and over, in accordance with Parts 6651 and 6654 of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York (9 NYCRR Parts 6651 and 6654); and

WHEREAS, the County is authorized to administer such care, treatment and services, including homemaker services as described in Title XX of the United States Social Security Act, which are deemed necessary to restore persons unable to maintain themselves to a condition of self-support, pursuant to Title 7 of Article 5 (Sections 250-259) of the New York State Social Services Law and state regulations at 18 NYCRR Part 460; and

WHEREAS, the Provider is appropriately certified and is able to provide the aforementioned services under the EISEP and Title XX homemaker services and/or EISEP Consumer Direct Program; and

WHEREAS, the County has accepted the offer of the Provider to provide services in accordance with 9 NYCRR Part 6654 of the EISEP regulations to enable EISEP recipients (hereinafter referred to as the "Consumer") to utilize EISEP services.

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

ARTICLE I. SCOPE OF SERVICES

At the County's request, the Provider shall provide EISEP services to individuals with the aim of maintaining said persons' health and safety in his or her home according to a plan of care developed by the County based upon an assessment of the consumer's needs and the appropriateness and cost effectiveness of services.

The Provider has been designated to provide: (only one checked)

- ☒ Exhibit 1- only- EISEP and Title XX services
- ☐ Exhibit 2 –only EISEP Consumer Directed Program (CDPAP)
- ☐ Both Exhibit 1 and 2, EISEP, Title XX and the Consumer Directed Program

If approved as an EISEP Consumer Directed Provider, the Provider will act as fiscal intermediary and paymaster of record for home aides delivering in-home personal care services to eligible recipients electing to utilize the consumer directed program. Services are to be provided as more particularly defined in Exhibit 2 of this agreement, attached hereto and made a part hereof.

The Provider shall be responsible for the Scope of Services specific to each program contained herein as Exhibit 1 and/or 2.

ARTICLE II. GENERAL PROVISIONS

1. Providers as Independent Contractors - The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District. The Provider agrees that it will, at all times, indemnify and hold the Social Services District, the New York State Office for the Aging (NYSOFA), and The State of New York and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant, or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District, or the New York State Office for the Aging, or the State of New York. Notwithstanding the foregoing, the Provider shall be required to defend, indemnify, and hold harmless the Social Services District, the New York State Office for the Aging, or the State of New York for any losses resulting solely from the provider's negligence.

2. Authorization and Request for Personal Care Services. The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required, so that the County and the New York State Office for the Aging (NYSOFA) will be able to fulfill their functions and responsibilities.

3. Provision of Personal Care Services. The Provider will comply with all applicable laws, statutes, rules and regulations governing the terms and conditions of the Agreement including, but not limited to, 9 NYCRR Part 6654 of the EISEP regulations and Title XX regulations. The Provider shall complete the service in a timely manner and protect the interests and rights of the County to the fullest extent reasonably possible.

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

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

4. Local Law No.1 for 2002 - As part of this Agreement, prior to contracting with Albany County, the Provider will comply with those provisions of Local Law No. 1 for 2002, as well as the Procedures created as a result thereof, which require the background screening of those home care services provided by a home care services agency; this provision involving home care services is not superseded by 10 NYCRR 400.23, 763.13, 766.11 and 18 NYCRR 505.14, which excludes those employees licensed pursuant to Title 8 of the Education Law. A copy of said Law and Procedures are a part of this Agreement and attached hereto as Exhibit 4.

- Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check (screen in-home workers and job applicants for previous history of client abuse or criminal conviction for a felony relevant to their duties).

- Any breach of this Local Law or implementing procedures by the Provider, its agents or representatives, may be cause for immediate termination of this Agreement. The County agrees to notify the Provider immediately upon knowledge of said breach and to provide pertinent information regarding the non-complying occurrence. The County will suspend payments and seek reimbursement of any prior payments, which were based on the services provided by the non-complying agent or representative of the Provider. The County agrees to give the Provider a period of up to five (5) days, upon receipt of the above information, to remedy the breach to the County's satisfaction.

5. **Performance Standards** - The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 1. The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 2. The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 3. Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 4. The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall, in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

6. Administrative Supervision - The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a. Notify the case management agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b. Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - 1. the skills needed by the patient;
 - 2. the patient's cultural background, primary language, personal characteristics and geographic location; and
 - 3. the ability of the personal care aide to communicate with the patient or on the patient's behalf;
 - 4. Promptly provide a replacement when the assigned personal care aide:
 - 5. is unavailable;
 - 6. does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - 7. is not performing to the satisfaction of the client.
- d. Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e. Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;
- f. Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g. Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administrative activities.

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. FAIR HEARINGS

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

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

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

ARTICLE VII. 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 (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).

ARTICLE VIII. ACCOUNTING RECORDS

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

ARTICLE IX. INDEPENDENT AUDIT

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

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

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, unless otherwise negotiated between the Department and the Provider, the County agrees to pay and the Provider agrees to accept the hourly EISEP rate set by New York State as full compensation for the Services described under this Agreement,

In the event that the New York State rate increases or decreases, the Maximum allowable rate for Personal Care will automatically increase or decrease to the new State maximum rate. Once the Provider receives notification of the final State Approved rate, a copy of the notification immediately must be submitted to the Accounting unit of the Albany County Department of Social Services in order to receive reimbursement for any services rendered. Reimbursement will reflect allowable payments for the current grant period described in the current Article XX program plan. In the event the new State approved rate decreases during the current grant period, the provider will need to revise its claims for reimbursement from the County accordingly and any amounts overpaid by the County shall be repaid to the County.

The Social Services District shall reimburse the Provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment; no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth.

EISEP payment will be processed through the Department's Accounting Department, upon receipt of the completed Albany County Claim Form. Payment shall not exceed the number of authorized weekly hours.

Claims for EISEP and Title XX recipients must be submitted to the County within thirty (30) days after the last date of service within a given month or within thirty (30) days after notification of a change in rate. Claims submitted after that time period will be considered late and reimbursement will be subject to the discretion of the County. All EISEP vouchers must be accompanied by an EISEP voucher cover letter (see Exhibit 3 attached hereto and made a part hereof).

ARTICLE XI. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by 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 XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

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

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVIII. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York and any legal actions or proceedings pertaining to this Agreement must be commenced within the courts in the County of Albany in the State of New York.

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on April 1, 2021 and continue in effect through March 31, 2022. It is agreed by the Provider that performance not within the scope of this executed Agreement will not be paid for by the County.

ARTICLE XX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by either party upon written to the other party 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 either party. The date of such notice shall be deemed to be the date the notice is received by either party, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to either party, 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, in 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. LICENSES

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

ARTICLE XXVI. 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 XXVII. INVALID PROVISIONS

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

ARTICLE XXV111. MODIFICATION

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

ARTICLE XXIX. ADDITIONAL ASSURANCES

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

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

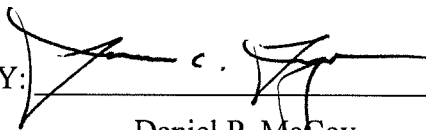
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

COUNTY OF ALBANY

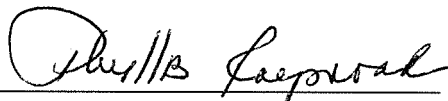
DATE: 3/25/2021

BY: 

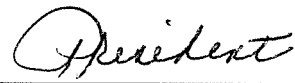
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

ACCENT HEALTH CARE

DATE: 3/15/2021

BY: 

Signature



Title

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

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

NOTARY PUBLIC

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

On the 23rd day of March, 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 NY)
COUNTY OF Renss) SS.:

On the 15 day of March, 2021, before me, the undersigned, personally appeared Phyllis Raymond 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.

RACHAEL J BEAUDRY
Notary Public - State of New York
No. 01BE5008363
Qualified in Rensselaer County
My Commission Expires April 05, 2023

Rachael Beaudry
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 Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000. (NOTE: This type of coverage is not applicable for EISEP/Consumer Direct Program)

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 3/8/2021 By: Phyllis Raymond
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).

Accent Health Care Services, Inc

Organization

Reggie LaPrade

Authorized Signature

President

Title

3/8/2021

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.

Argent Health Care Services
Organization

Phyllis Raymond
Authorized Signature

President 3/8/2021
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

EISEP and Title XX HOME CARE SERVICES

Title XX homemaker and EISEP services shall be provided according to a plan of care devised by the County based upon an assessment of the consumer's needs and the appropriateness and cost effectiveness of services. Title XX homemaker shall be provided by the Provider under the supervision of a registered professional nurse.

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons to receive services and the nature of the services to be rendered.

According to 18 NYCRR 505.14(a)(1), "Personal care services means some or total assistance with personal hygiene, dressing and feeding; and nutritional and environmental support functions."

Personal care services shall include both Level I and Level II services, including Shared Aide Level I and Level II

Level I services shall be limited to the performance of nutritional and environmental support functions, such as meal preparation, cleaning, laundry, assisting with paying bills and essential errands.

Level II services shall include all of Level I services and personal care functions, such as bathing, dressing, feeding, etc.

Shared Aide "means a method of providing personal care services under which a social services district authorizes one or more nutritional and environmental support functions or personal care functions for each personal care services recipient who resides with other personal care services recipients in a designated geographic area, such as in the same apartment building, and a personal care services provider completes the authorized functions by making short visits to each such recipient".

All services shall be rendered in a manner consistent with the requirements of the County and state regulations at 18 NYCRR Part 460, as well as any subsequent regulation and applicable Federal and State Law.

EXHIBIT 2

EISEP- CONSUMER DIRECTED PROGRAM

1. Although the Consumer is not a party to this agreement, the Consumer will be required to execute a separate agreement confirming his/her responsibilities as detailed below in #4.
2. Albany County Department of Social Services is responsible for the following:
 - a. Determine that the Consumer is a resident of the authorizing county and eligible for Consumer Directed EISEP services.
 - b. Determine, pursuant to an assessment of the person's appropriateness for the Consumer Directed EISEP program conducted by a Caseworker and/or Nurse that the Consumer is in need of home care services.
 - c. Determine that the Consumer is able and willing, independently or with the assistance of a legal guardian, a designated relative or other adult to make informed choices, understand the impact of those choices and be able to assume responsibility for the results of the choice as to the type and quality of services, including but not limited to, personal care, Home delivered meals, day care, transportation, and respite services.
 - d. The Local Social Services Department will authorize the amount of services required and will authorize the reimbursement for Consumer Directed Personal Assistance Program (CDPAP) services to the Provider as prescribed by New York State through the initial assessment and periodic reassessments.
 - e. Transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in Consumer Directed EISEP services.
 - f. An annual audit of the Provider to ensure required paperwork for the attendants has been completed (i.e. annual health assessment, pertinent tax forms, etc.) and is current. Staff will also review time sheets and accounting procedures. Time sheets will include date, time in and out and be signed by the consumer and the attendant.
3. The responsibilities of contracted providers under Consumer Directed EISEP program will include the following:
 - a. The Provider shall provide Consumer Directed In-Home services in accordance with Section 9 NYCRR 6654.15 of the EISEP regulations and other directives as may be issued by NYSOFA.
 - b. The Provider will assume the role of fiscal intermediary and act as the paymaster of record for the Consumer's In-Home Services Worker (hereafter called the "CDPA") and will provide or arrange for local assistance, quality assurance and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. The provider will work closely with the County in all phases of the delivery of EISEP services under the Community Living Program (CLP) grant to be provided under this agreement. On behalf of employing consumers the Provider will provide administrative infrastructure and support services to allow a consumer to independently recruit, hire, employ, supervise and discharge attendants at their decision. This includes:
 - i. processing the Consumer's Personal Assistant payroll including Federal, State and local income tax and other payroll withholding requirements including FICA,

- unemployment and other benefits. Ensuring compliance with statutory benefits such as unemployment, disability and workers' compensation;
- ii. monitoring compliance of the completion of all required employment documents
- iii. monitoring compliance of the completion of the required Consumer Directed In Home Service Worker's annual health assessment
- iv. maintaining personnel records for each consumer directed personal assistant, including time sheets and other documentation needed for payroll and benefit processing and a copy of the medical documentation required pursuant to 9 NYCRR 6654.15 EISEP regulations and (d) or any successor regulation. Spouses and legally responsible individuals, such as Power of Attorney are not eligible to be an attendant for the EISEP consumer.
- v. Maintaining records for each consumer including copies of the social services district's authorization or reauthorization and other documentation of the Provider's ongoing efforts to monitor the consumer's ability to fulfill those responsibilities.
- vi. monitoring the consumers or if applicable, the consumers designated representative's continuing ability to fulfill the consumer's responsibilities under the program as outlined in the written consumer agreement and promptly notifying the Department of any circumstance that may affect the consumers, or if applicable, consumers designated representative ability to fulfill those responsibilities.
- vii Coordinating access to health facilities capable of providing the required annual worker health assessment and other health related program requirements.
- viii. Sending appropriate notification to the Department to terminate the consumer from the fiduciary intermediary agency.
- xix. Monitoring and collection of the client's monthly cost share amount and inform the County when consumers approach the monthly maximum cost share to ensure that the clients are not billed in excess of the capped amount.
- c. The Provider and the consumer shall sign a contractual agreement to fulfill the Consumer Directed EISEP program responsibilities.
- d. The Provider shall be responsible for appropriate notification to the patient of intent to transfer or terminate the patient from the fiduciary intermediary agency.
- e. The Provider will establish an ongoing advisory committee for the purpose of program review and support.
- f. The Provider will work closely with the Albany County Department of Social Services in all phases of the delivery of Consumer Directed EISEP program to be provided under this agreement.
- g. The Provider shall coordinate employee leave, health care insurance, and other benefit programs.
- h. The Provider may provide recruitment and service coverage assistance and information assistance with training, supervision, advocacy and care management.
- i. The Provider shall maintain policies and procedures which address:
 - i. develop and implement an effective budget/accounting system.
 - ii. maintain a Quality Assurance Program meeting the approval of the County
 - iii. grievance and complaint procedures
 - iv. data collection and submission of statistical reports as required by the Department and NYSOFA.

- v. use forms provided by the County, if applicable. If no County form has been issued, such may be developed by the Provider. However; the County reserves the right to approve any such forms and manuals, prior to public distribution
 - vi. Any indication of fraud by the consumer or personal assistant should be brought to the attention of the County for follow up
 - vii. facilitate EISEP Consumer Directed billing for County authorized hours based on the time sheets received from employing consumers.
 - viii. facilitate the provisions of peer support to Consumers.
4. The Consumer and/or the Consumer's designated representative shall undertake the following:
- a. Recruit, interview, hire, train, supervise, schedule and terminate the Consumer Directed In Home Services Worker.
 - b. Provide equal employment opportunities as specified in the Consumer's agreement with the Provider and the Employment/Wage Agreement which is signed by both the Consumer and the Consumer Direct In Home Services Worker.
 - c. Inform the Provider of any changes in status including, but not limited to, address, telephone number, Consumer Direct In-Home Service Workers' names, addresses, hours worked and consumer's hospitalization or other institutional admission. Inform the Albany County Department of Social Services of any change in status, including address, telephone number changes and consumer's hospitalization or other institutional admission.
 - d. Submit the required paperwork to the Provider including time sheets, annual worker health assessments, and required employment documents. Each week the time sheets need to be reviewed for accuracy by the consumer and/or the Consumer's surrogate. Time slips must include time in and out of each shift and date. By submitting the time slips, the Consumer and/or Consumer surrogate attest the Consumer Direct In-Home Services Worker has worked those hours and will be held responsible, if it has been determined fraud had been committed due to the submission of fraudulent time slips.
 - e. Arrange and schedule back up Consumer Directed In-Home Services Worker coverage for vacations, holidays, and in case of illness.
 - f. Distribute paychecks to each Consumer Direct In-Home Services Worker.
 - g. Insure that each Consumer Direct In-Home Services Worker works the hours indicated on the time sheet in accordance with the plan of care.
 - h. Meet caseworker annually for the required reassessment and/or if the situation warrants all parties meeting more frequently, as determined by Albany County DSS caseworker.
 - i. Enter into a written agreement with the Provider which acknowledges these responsibilities.
 - j. The Consumer must ensure that persons providing services within this program are at least 18 years of age or otherwise age appropriate and allowed for under New York State Department of Labor standards have a Social Security number and be capable of performing the functions required by the patient. Payment for services shall not be made to a patient's spouse. The attendant cannot be the designated representative and cannot have been convicted of elder abuse or Medicaid Fraud.
 - k. The attendant is not permitted to submit payment for any time period in which the consumer was hospitalized or institutionalized.
 - l. If requested, a fingerprint and background check on any attendant the consumer hires, should be done through the Albany County Sheriff's Department and the results will be sent directly to the consumer. The Consumer is responsible for the cost of the fingerprinting and background checks.

County of Albany

EISEP VOUCHER COVER

Claimant: _____
(Agency Name)

Date: _____

	Hours	Dollars	Month of service
Level One			
Level Two			

	Hours	Dollars	Month of service
Level One			
Level Two			

Submitted by: _____
(Signature)

EXHIBIT 4

LOCAL LAW NO. 1 FOR 2002

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING AND UPDATING LOCAL LAW NO. 4 FOR 1997 REQUIRING THE BACKGROUND SCREENING OF POTENTIAL HOME CARE WORKERS PRIOR TO CONTRACTING WITH ALBANY COUNTY AND TO AUTHORIZE THE VOLUNTARY BACKGROUND SCREENING OF PRIVATE HOME CARE PROVIDERS

Introduced: 3/11/02

By Messrs. Domalewicz, McCoy, Messercola, Monjeau, Riddick, Ward, Mss. Willingham, Connolly, Messrs. Infante, Aylward, Beston, Collins, Commisso, Ms. Denison, Messrs. Ethier, Gordon, Houghtaling, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, Reilly, Richardson, Stackrow, Steck, Clouse and Ms. Wiley:

BE IT ENACTED by the Legislature of the County of Albany as follows:

SECTION 1. Legislative intent and purpose.

- A. This Legislature finds and determines that to protect the health, safety, and welfare of persons receiving home care services, that employees of any person, corporation, or other entity seeking to contract with the County of Albany on or after the effective date of this Local Law to provide home care services must require all employees and prospective employees who will be assigned to clients under the supervision of Albany County to be background checked by being fingerprinted and having their criminal history record reviewed.
- B. This Legislature further finds and determines that it is in the best interests of Albany County citizens receiving home care services to have the opportunity to have private providers of home care services be background checked on a voluntary basis by being fingerprinted and having their criminal history record reviewed.
- C. This Legislature further finds and determines that the Division of Criminal Justice Services (DCJS) requires that local laws must contain certain elements to grant them authority to conduct fingerprinting and criminal history record checks.
- D. Accordingly, a purpose of this Local Law is to provide authority for the mandatory fingerprinting and criminal history record checks of home care service provider employees and prospective employees who will be assigned to clients under the supervision of Albany County prior to Albany County entering into a contractual relationship with said service providers by requiring all such providers and provider personnel to be background checked by Albany County.
- E. The further purpose of this Local Law is to provide authority for the voluntary fingerprinting and criminal history record checks of private home care service providers.

SECTION 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

COUNTY PROVIDER - Any person, corporation or other entity seeking to contract with the County of Albany to provide home care services on or after the effective date of this Local Law.

PRIVATE PROVIDER - Any person, corporation or other entity seeking to provide home care services within the County of Albany on or after the effective date of this Local Law.

HOME CARE SERVICES - One (1) or more of the following services provided to persons at home:

- A. Those services provided by a home care services agency.
- B. Home health aide services.
- C. Personal care services.
- D. Homemaker services.
- E. Housekeeper or chore services.

The terms herein shall have the meanings as defined in Section 3602 of the Public Health Law and as further defined in Title 18 of the New York Codes, Rules and Regulations.

COUNTY PROVIDER PERSONNEL - Any home care service employees and prospective employees who will be assigned to clients under the supervision of Albany County. "Employees" shall include management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

PRIVATE PROVIDER PERSONNEL - Any home care service provider assigned to clients who are Albany County residents, excluding those clients under the supervision of Albany County as defined above. Private Provider Personnel includes independent contractors, employees, management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

SECTION 3. Fingerprinting and criminal history review as a condition of contracting with Albany County.

A condition of a County Provider's eligibility to contract with Albany County on or after the effective date of this Local Law, all County Provider Personnel as defined herein shall be required to be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility to contract with Albany County, and/or continued eligibility.

In order for a Private Provider Personnel to apply for review, the Private Provider Personnel as defined herein shall be required to make an application and be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility, and/or continued eligibility.

SECTION 4. Review of fingerprint cards; fees.

Fingerprint cards for all County Provider Personnel shall be prepared by each County Provider and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee to be paid by the County Provider. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

Fingerprint cards for Private Provider Personnel shall be prepared by each applicant and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee. Fingerprint cards and the applicable fee will be forwarded to

DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

SECTION 5. Processing and forwarding of criminal history records.

The criminal history records processed by DCJS concerning County Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records, and the determination on eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification, the County Provider shall require the County Provider Personnel to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff. Upon a determination of disqualification, the Sheriff shall notify the County Provider and the County of said determination. Said notice to the County Provider shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

The criminal history records processed by DCJS concerning Private Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records in relation to the prohibitions of a County Provider Personnel's eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification of a County Provider Personnel, the applicant shall be required to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff.

Upon a determination of what would be a disqualification for a County Provider Personnel, the Sheriff shall notify the Private Provider applicant of said determination. Said notice to the applicant shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

SECTION 6. Duties of the Sheriff's Department.

The Albany County Sheriff's Department shall establish procedures and forms for the orderly administration of this Local Law. Procedures shall be established which are necessary for the implementation of the process for appeal pursuant to Section 5 of this Local Law. The Sheriff's Department shall establish procedures for the periodic review of County Provider records to ensure compliance with this Local Law throughout the contract period with Albany County. The Sheriff's Department shall establish procedures pertaining to all notifications for both County Provider Personnel and Private Provider Personnel. Such notification procedures shall include, but not be limited to, the notification of disqualifying offenses reported to the Sheriff's Department pertaining to either County Provider Personnel or Private Provider Personnel after the completion of the initial background screening and the notification requirements pertaining to County Provider Personnel's responsibilities to report any convictions of offenses that would disqualify him/her from being assigned to clients under the supervision of Albany County.

SECTION 7. Disqualification from contracting with Albany County and eligibility criteria for Private Provider Personnel.

Any County Provider Personnel who has been convicted of the crimes including, but not limited to, those set forth herein, or convicted of any other crimes which in the judgment of the

Albany County Sheriff endangers the health, safety, and physical and/or mental well-being of a recipient of home care services, shall result in the disqualification of a County Provider from consideration for contracting with Albany County until such time said disqualification is rectified. The following shall be the criteria used to determine the qualification of a Private Provider Personnel applicant for eligibility:

A. A County Provider Personnel shall be permanently disqualified from being assigned to clients under the supervision of Albany County if that person has been convicted or forfeited bond or collateral, which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 120.01, 120.30, 120.35, 125.10, 125.12, 125.15, 125.20, 125.25, 125.27, 130.30, 130.25, 130.35, 130.40, 130.45, 130.50, 130.60, 130.65, 130.66, 130.67, 130.70, 130.85, 135.20, 135.25, 135.55, 150.20, 155.30, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 220.46, 260.00, 260.10, 260.25, 260.30, 260.32, 260.34, 263.05, 263.10, 263.15, or 265.04 of the New York Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or an offense committed under a former section of the Penal Law which would constitute a violation of the aforesaid sections of the Penal Law. However, such disqualification with regard to convictions upon a violation of Sec. 125.12, 125.20, 125.25, 125.27, 130.25, 130.30, 130.35, 130.45, 130.50, 130.60, 130.65, 130.70, 135.25, or 150.20 of the Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of these offenses under Sec. 110.00 of the Penal Law may be waived, provided that ten (10) years have expired since the proposed County Provider Personnel was discharged or released from a sentence of imprisonment imposed pursuant to conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the New York Correction Law. Such certificate shall only be issued by the court having jurisdiction over such conviction and shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on that person's prospective employment as a home care services employee, prior to granting such a certificate. Furthermore, such disqualification with regard to convictions upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 125.10, 125.15, 130.25, 130.40, 130.60, 130.65, 135.20, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 260.00, 263.05, 263.10, 263.15 or 265.04 of the Penal Law, or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law, shall be waived, provided that ten (10) years have expired since the applicant was incarcerated pursuant to a sentence of imprisonment imposed on conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such a certificate.

B. A County Provider Personnel shall be disqualified for a period of ten (10) years from the date of last conviction specified herein from being assigned to clients under the supervision of Albany County if that person has been convicted of or forfeited bond or collateral which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.10, 105.13, 115.05, 120.00, 120.03, 120.04, 120.05, 120.10, 120.11, 120.12, 120.25,

125.13, 125.40, 125.45, 130.20, 130.25, 130.55, 130.75, 130.80, 135.10, 135.55, 140.17, 140.20, 140.25, 140.30, 145.12, 150.10, 150.15, 155.25, 155.30, 155.35, 155.40, 155.42, 160.05, 160.10, 220.05, 220.06, 220.09, 220.16, 220.31, 220.34, 220.44, 220.60, 221.30, 221.50, 221.55, 230.00, 230.05, 230.06, 230.20, 230.25, 230.30, 230.32, 235.05, 235.06, 235.07, 235.21, 240.06, 245.00, 260.10 and Subdivision 2 of Sec. 260.20 and Secs. 260.25, 265.02, 265.03, 265.08, 265.09, 265.10, 265.12 and 265.35 of the Penal Law or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any similar offenses committed under a former section of the Penal Law which would constitute violations of the aforesaid sections of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law. However, such disqualification shall be waived provided that the applicant has been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the job applicant was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such certificate.

SECTION 8. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 9. Effective date.

This law shall take effect immediately upon filing with the Secretary of State.

Referred to Public Safety Committee. 3/11/02

Favorable Recommendation - Public Safety Committee. 3/26/02

On roll call vote the following voted in favor: Mr. Aylward, Mss. Barlette, Benedict, Messrs. Beston, Clouse, Collins, Commisso, Ms. Connolly, Mr. Dawson, Ms. Denison, Messrs. Domalewicz, Ethier, Gordon, Graziano, Houghtaling, Infante, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, McCoy, Melchionni, Messercola, Monjeau, Nowicki, Mss. Prentiss, Reed, Messrs. Reilly, Riccitelli, Richardson, Riddick, Stackrow, Steck, Ms. Tatro, Mr. Ward, Mss. Wiley, Willingham and Mr. Young - 37

Those opposed: - 0.

Ms. McKnight abstained.

Local Law was adopted. 4/8/02

ALBANY COUNTY SHERIFF'S DEPARTMENT PROCEDURE FOR SCREENING OF HOME CARE EMPLOYEES

Pursuant to Local Law No. 1 for 2002

I. SCREENING

Pursuant to Local Law No. 1 for 2002, Section 3, the Albany County Sheriff's Department shall be responsible for the screening of all current and prospective home care employees as a condition of eligibility to contract with Albany County for the provision of such services. Screening shall include, but not be limited to, the following:

- Fingerprinting
- Review of criminal convictions and pending criminal actions as identified by the New York State Division of Criminal Justice Services (DCJS).

II. PROCEDURE

A. Home Care Provider's Responsibilities/Actions

1. Providers must furnish the Albany County Sheriff's Department with a list of all current and prospective employees who will be providing home care services to clients who are under the supervision of Albany County to arrange for screening. No current or prospective employees who have not completed the screening process will be allowed to be assigned and to provide home care services to clients under the supervision of Albany County.
2. It will be the Provider's responsibility to notify the Albany County Sheriff's Department of any new prospective employees for screening, who will be providing home care services to clients under the supervision of Albany County, within three (3) working days of hiring, via mail, fax or e-mail and to coordinate with the Sheriff's representative in scheduling interviews for screening.
3. It will be the Provider's responsibility to instruct each current or prospective employee in writing of the procedures required to comply with the Local Law.
4. Monthly, by the sixth (6th) of every month, Providers must supply the Albany County Sheriff's Department, and the Albany County Department of Social Services with a Certified (signed assurance by the Provider official with such knowledge) and updated list of current (as well as new) employees, who currently provide or may be providing services to clients under the supervision of Albany County. This list must also contain the screening completion date of each employee.
5. Providers must supply the fee of fifty dollars (\$50) per applicant prior to the fingerprinting to the Albany County Sheriff's Department. This fee must be paid in the form of a money order or check from the provider agency (no personal checks), made payable to the NYS Division of Criminal Justice Services. A separate check of \$50 must be submitted for each applicant - any checks in excess of that amount will be returned.
6. Providers are responsible for informing the Albany County Sheriff's Department of any employee that has been terminated or resigned from the Agency.
7. It is the Provider's responsibility, upon notification by the Sheriff's Department of disqualification, to immediately remove disqualified personnel from consideration involving assignment to Albany County cases and to subsequently verify to the Sheriff's Department and DSS, via a certified written assurance, the date of removal. DSS will monitor compliance.

B. Albany County Sheriff's Department Responsibilities

1. Sheriff's Department representative will schedule interviews for all employees of home care providers for fingerprinting by coordinating with the Provider representative. This appointment can be scheduled by calling 487-5365; fingerprinting is completed on Tuesday, Wednesday and Thursday between the hours of 9:30 am and 3:30 pm. If an employee is more than an hour late for the scheduled appointment, a new appointment will be made for the applicant.
2. Sheriff's representative will provide the appropriate authorization form to be completed by the employee.
3. Sheriff's representative will verify each employee's identity by reviewing appropriate identification documents which must include two forms of ID (one photo ID) such as:
 - a. Driver's license
 - b. Birth Certificate
 - c. Passport
 - d. Baptismal Certificate
 - e. Immigration and Naturalization Card
 - f. DD Form 214 (Military Discharge)
 - g. Social Security Card
 - h. NYS Benefit Card
4. Sheriff's representative will batch the fingerprints and the applicable processing fee, then forward to NYS Division of Criminal Justice Services (DCJS).
5. Upon receipt from the NYSDCJS, the Sheriff's representative will review for clarity and completeness, obtain additional information if required, flag persons with criminal records, and complete the appropriate Notification to Home Care Provider form.
6. The Sheriff's Department will provide Notification of Disqualification or Notification of Completion/Passing of the screening process to the Provider and DSS.
7. The Sheriff's Department will maintain a computerized record of all applicants including the processing dates.

C. Albany County Department of Social Services Responsibilities

1. Department of Social Services will submit to the Sheriff on an annual basis a current list of all existing Provider agencies.
2. Department of Social Services will do a random audit of Provider agencies under the auspices of the New York State Department of Health, to make sure that all personnel assigned to Department of Social Services cases have been referred for screening. Department of Social Services will notify the Sheriff of any non-referred personnel and will provide the Provider, in writing, the names of those employees not in compliance.

III. DISQUALIFICATION FROM CONTRACTING

Failure to comply may result in termination of the contract and removal of all DSS clientele from the care of the Provider Agency under the terms and conditions of the contract. Failure to comply will be deemed to occur when a Provider Agency has assigned disqualified staff to DSS clients or when a Provider Agency has failed to submit staff for screening pursuant to these guidelines.

IV. APPEAL PROCESS

1. The decision of the Sheriff may be appealed in writing by the applicant to the Office of the Albany County Sheriff within thirty (30) days upon notification of disqualification. The applicant must state in detail the basis for appeal and include any documentation in support of appeal.
2. A review committee will be established which will include, but not be limited to, one representative from the Albany County Sheriff's Department and one representative from DSS.
3. The committee will evaluate all documentation submitted by the applicant, any findings of criminal convictions or pending criminal charges to determine if the applicant is suitable for employment.
4. The committee's determination, based on their evaluation, will be documented and signed by the Chairperson. The reasons for the determination will be forwarded to the Albany County Sheriff for final determination.

STRICT CONFIDENTIALITY MUST BE OBSERVED REGARDING ALL THE ABOVE INFORMATION – COPIES OF ALL COMPLETED FORMS, RESPONSES AND LETTERS MUST BE KEPT IN AN INDIVIDUAL PERSONNEL FILE LABELED "CONFIDENTIAL".

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service Law, Sections 33.13, 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 April 1, 2021 – March 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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



ACCEHEA-01

KWH

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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

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

PRODUCER EPIC Insurance Brokers 73 Troy Road East Greenbush, NY 12061	CONTACT NAME:	
	PHONE (A/C, No, Ext): (518) 479-7244	FAX (A/C, No): (518) 479-7251
INSURED Accent Health Care Services, Inc. PO Box 249 Troy, NY 12182	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Columbia Casualty Company	
	INSURER B: Pharmacists Mutual Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☒ CLAIMS-MADE ☐ OCCUR	X		HMA 4032120102	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB			HMC 4032124943	10/1/2020	10/1/2021	AGGREGATE \$
	☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WCV 0161782 03	6/30/2020	6/30/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIAB.			HMA 4032120102	10/1/2020	10/1/2021	PER CLAIM 1,000,000
A	PROFESSIONAL LIAB.			HMA 4032120102	10/1/2020	10/1/2021	AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured per contract

CERTIFICATE HOLDER

CANCELLATION

Albany County Dept.
of Social
Services
162 Washington Ave.
Albany, NY 12210

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

AUTHORIZED REPRESENTATIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

January 15, 2022

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

Dear Chairman Joyce,

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

Approval is requested to contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP). Currently EISEP funding is received through the Albany County Department for Aging via NYS funding and will, in part, be utilized to provide these ancillary laundry services. NYSID will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

This expanded service will provide an opportunity for older adults and individuals with disabilities, who are not eligible for EISEP or Medicaid services, to make arrangements directly with Plaza Linens through a private pay option. This will delay or reduce their need to apply for governmental programs.

There are currently 194 EISEP cases of which 66 clients use Plaza Linens.

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-3005, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date: 12/22/2021
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):

New York State Industries for the Disabled

11 Columbia Circle

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 100,000

Scope of Services: Expanded In Home Services to the Elderly Program, Ancillary Laundry
Services delivered to eligible individuals according to a care plan.

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: AA6070 01870

Revenue Amount: 100,000

Appropriation Account and Line: AA6070 44425

Appropriation Amount: 100,000

Source of Funding - (Percentages)

Federal: .
State: 66%
County: 34%
Local: .

Term

Term: (Start and end date) 4/1/2022-3/31/2023

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: 25

Date of Adoption: 2/8/2021

Justification: (state briefly why legislative action is requested)

Approval is requested to contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP). Currently EISEP funding is received through the Albany County Department for Aging via NYS funding and will, in part, be utilized to provide these ancillary laundry services. NYSID will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

Plaza Linens has agreed to also provide an opportunity for older adults and individuals with disabilities, who are not eligible for EISEP or Medicaid services, to make arrangements directly with Plaza Linens through a private pay option. Having this as an option for private pay individuals will help delay or reduce their need to apply for governmental programs, further providing Albany County with some overall savings.

Ancillary services through EISEP shall be provided only to EISEP clients pursuant to a care plan and expenditures for ancillary services may only be made if no other payment source is available. EISEP home care and ancillary services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care. EISEP services are provided to 194 individuals with 66 clients in the community using Plaza Linens for laundry services.

Albany County is able to contract directly with NYSID as a New York State Preferred Source Vendor without having to issue an RFP.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
NEW YORK STATE INDUSTRIES FOR THE DISABLED
FOR
ANCILLARY LAUNDRY SERVICES**

PURSUANT TO RESOLUTIONS

NO. 25 ADOPTED 2/8/2021

This is an Agreement 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"), Albany County Office Building, 112 State Street, Albany, New York 12207 and New York State Industries For The Disabled located at 11 Columbia Circle, Albany, NY 12203 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the Department is mandated by NYS law to provide cost effective personal care/homemaker services to eligible persons as they preclude or delay more costly nursing home care, and

WHEREAS, the Commissioner of the Department has requested authorization to enter into an agreement with the Provider regarding the provision of laundry services as an ancillary service under the Expanded In-home Services for the Elderly Program (EISEP), and

WHEREAS, the Provider will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry.

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

ARTICLE I. SCOPE OF SERVICES

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

ARTICLE II. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County and the New York State Office of Temporary and Disability Assistance (hereinafter referred to as "OTDA") will be able to fulfill their functions and responsibilities.

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

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

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing,

within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE VIII. ACCOUNTING RECORDS

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

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

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

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement at a rate of **THIRTY DOLLARS 30/100 (\$30.30)** per bag of laundry, per week, per client (**FIFTEEN DOLLARS (\$15)** for each additional bag with Department approval). The total amount of compensation for all services rendered under this Agreement shall be an amount not to exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**.

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

ARTICLE X. NON-APPROPRIATIONS

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

ARTICLE XI. INDEMNIFICATION

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

Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

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

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

ARTICLE XIII. ASSIGNMENTS

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

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

ARTICLE XIV. CONFLICT OF INTEREST

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

ARTICLE XV. NON-DISCRIMINATION

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

ARTICLE XVI. APPLICABLE LAW

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (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. 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 XIX. 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 XX. TERM OF AGREEMENT

The term of this Agreement shall commence on April 1, 2021 and continue in effect through March 31, 2022. It is agreed upon by the Provider that performance outside the terms and conditions of this Agreement will not be paid for by the Department.

ARTICLE XXI. 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 XXII. LOCAL LAW NO. 1 FOR 2002

As part of this Agreement, the Provider will comply with the provisions of Local Law No. 1 for 2002. A copy of said Law and Procedures are a part of this Agreement and attached hereto as Exhibit 3.

Any breach of this Local Law or implementing procedures by the Provider, its agents or representatives, may be cause for immediate termination of this Agreement. The County agrees to notify the Provider immediately upon knowledge of said breach and to provide pertinent information regarding the non-complying occurrence. The County will suspend payments and seek reimbursement of any prior payments, which were based on the services provided by the non-complying agent or representative of the Provider. The County agrees to give the Provider a period of up to five (5) days, upon receipt of the above information, to remedy the breach to the County's satisfaction.

ARTICLE XXIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIX. 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 XXX. MODIFICATION

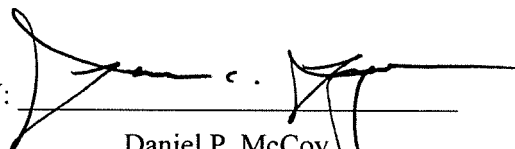
This Agreement may only be modified by a formal written amendment executed by the parties.

THIS SECTION LEFT INTENTIONALLY BLANK

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

COUNTY OF ALBANY

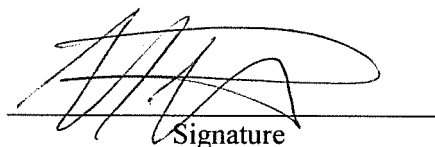
DATE: 5/4/2021

BY: 

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

NEW YORK STATE INDUSTRIES
FOR THE DISABLED

DATE: 4/26/2021

BY: 
Signature

Meredith Hartman, VP of Contract Administration
Title

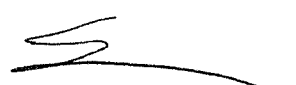
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

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 4th day of May, 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
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 26th day of April, 2021, before me, the undersigned, personally appeared Meredith Hartman 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.

DONNA M WITKO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI5081182
Qualified in Albany County
My Commission Expires September 29, 2021


NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

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

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

SCHEDULE B**AUTOMOBILE INSURANCE WAIVER STATEMENT**

I, _____, 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; and
- (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).

Plaza Linen Service
Organization

Tom Muen
Authorized Signature

Owner

4/29/2021

Title

Date

The term *services* has the meaning given by Article 11 of the New York State Finance Law. *Services* means (other than with respect to contracts for state printing) the performance of a task or tasks, and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For Article 11 purposes, *services* includes technology.² The term *services* does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article 11-B of the New York State Finance Law.

9) Q: Is a contract for information technology (IT) services subject to Tax Law Section 5-a?

A: Yes, assuming the criteria identified in Q & A 3 are met. When an IT service contract is awarded to a contractor, the section 5-a certifications must be made on Forms ST-220-CA and ST-220-TD irrespective as to whether the contractor is providing (1) only custom software, (2) only hardware and pre-written off-the-shelf software, or (3) a combination of (1) and (2).

On Form ST-220-TD, a certification is made by the contractor as to whether the contractor, an affiliate(s) and/or subcontractor(s) made sales in New York State of *tangible personal property* (TPP) or *taxable services*, as set forth under the Tax Law, that exceeded \$300,000 over a certain look-back test period. If such sales threshold is met, then a certification is made that the contractor, affiliate(s) and/or subcontractor(s) is (are) registered to collect sales tax in New York. If the threshold is not met, then the contractor marks the box on Form ST-220-TD indicating that fact.

Pre-written computer software (including software delivered electronically) and computer hardware constitute TPP for sales tax purposes, and therefore, are counted towards the \$300,000 New York sales threshold. In contrast, custom software (which is computer software designed to the specifications of a specific purchaser) is *neither* TPP nor a taxable service. Thus, the amount of sales derived from custom software is not counted towards this \$300,000 sales tax threshold.

Example:

A contractor made sales in New York State valued at \$1,000,000 during the test period specified in section 5-a of only custom software, which is neither TPP nor a taxable service. Under such circumstances the contractor would certify on Form ST-220-TD that it did not meet the \$300,000 sales threshold by marking the bottom box in Section 1 of the form. Although total sales exceeded \$300,000, custom software does not fit the criteria of being TPP or taxable services and cannot be counted toward the \$300,000 sales threshold.

However, if the contractor also made sales of pre-written computer software (TPP) in the amount of \$500,000 during the same look-back test period, then the contractor must certify that it was registered to collect sales tax in New York. Accordingly, the contractor must mark the first box in Section 1 on Form ST-220-TD.

Under both scenarios above, the contractor must also certify to the procuring agency on Form ST-220-CA that it also filed Form ST-220-TD with the Tax Department.

10) Q: What contract types are excluded from the definition of *contract* under section 5-a?

A: The following are not included within the definition of *contract* in section 5-a:

- contracts based on formal mini-bid solicitations pursuant to centralized contracts;
- grants;
- revenue contracts;
- intergovernmental agreements; and
- contracts with preferred sources as defined in Article 11 of the New York State Finance Law.

11) Q: Is the more than \$100,000 threshold determined based on total contract value, or on an annualized basis?

A: The more than \$100,000 threshold is determined based on the value (estimated, if necessary) of the contract over its full term, excluding possible renewal terms.

Also, multiple purchases of commodities or services by a covered agency from the same contractor during a state fiscal year are not to be aggregated for purposes of determining whether the more than \$100,000 threshold has been met.

² The term *technology* is defined by Article 11 of the New York State Finance Law as either a good or a service or a combination of the two, that results in a technical method of achieving a practical purpose or in improvements in productivity. Goods may be either new or used.

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.

Organization

Authorized Signature

Title

Date

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

EXHIBIT 1

Scope of Services

Albany County continues to strive to provide cost effective types of services most needed and preferred by older adults to keep them in their homes and assist them in avoiding more costly institutional care. One of these services will be the provision of laundry pick-up, cleaning and delivery as an ancillary service through the EISEP program.

Eligibility

These ancillary services under the EISEP program shall be provided only in accordance with a care plan established by Albany County. Albany County will assess, at least annually, the need for ancillary services. An annual assessment enables Albany County to be certain that the services and items provided to each client are appropriate and continue to meet the clients' needs. If an assessment determines a client is no longer eligible for laundry pick-up and delivery or the client needs an increase or decrease in the frequency of laundry pick-up and delivery, The Department will notify the Provider immediately.

Any new client names and addresses will be provided to the Provider for service.

Laundry Bags

- The Provider will provide laundry bag(s) sufficient to hold 5 lbs. of laundry for each client.
- The Provider shall be responsible for marking the bags with each client's name.
- The client shall be responsible for marking and personalizing any individual clothing/laundry items.
- Bags must be kept in well-maintained condition. Damaged bags must be repaired or replaced immediately by the Provider.

Equipment, Supplies and Sanitation

- The Provider's laundry facility must be operated and maintained in a safe and sanitary manner in conformance with all applicable local, State and federal laws or regulations, whether known now or revised or adopted during the term of the contract. This requirement includes, but is not limited to, the Provider's obligation to demonstrate the existence of an effective pest control program.
- The Provider shall make available, upon request, copies of any Quality Assurance forms, licenses, certifications or test results that may be submitted to or required by any local, State or Federal regulatory agency.

- The Provider shall furnish all equipment, utilities, supplies, work space, and will provide all management and labor necessary for the efficient, sanitary and ecologically sound provision of the laundry services.
- Only branded quality detergents and cleaning materials are to be used for laundry.
- The Provider shall clean and process each client's laundry, including occasional heavily soiled and contaminated materials requiring special separate handling.
- The Provider must process the laundry under established quality standards to ensure maximum sanitary, safety and comfort for individual use.
- The Provider must ensure the separation of clean and soiled laundry at all times.
- The Provider must protect all clean laundry from all sources of cross contamination. Care will be taken that items are not subjected to unnecessary strain or tear.
- The Provider shall fold, stack and package laundry for delivery in a manner to ensure a minimum of wrinkling.

Damaged Items

The Provider will be responsible for any damage to client's laundry caused by its staff while performing duties under this contract. Such damage is the responsibility of the Provider and payment for such damage shall be payable to the client (customer) upon receipt of a detailed statement. The Provider must reimburse for all lost or damaged items according to the standard scale in Exhibit II below:

EXHIBIT 2

Life Expectancy rating of article (from table I)						Adjustment Values		
1	2	3	4	5	6	% of Replacement Cost		
Age of Article in Months					Age in Years	Excellent	Average	Poor
0 to 4	0 to 4	0 to 4	0 to 4	0 to 4	0 to 1 year	100%	100%	100%
4 to 7	4 to 7	4 to 10	4 to 13	4 to 16	1 to 4 years	75%	75%	60%
7 to 9	7 to 13	10 to 19	13 to 25	16 – 31	4 to 6 years	70%	60%	45%
9 to 11	13 to 19	19 to 28	25 to 37	31 to 46	6 to 8 years	50%	40%	30%
11 to 13	19 to 25	28 to 37	37 to 49	46 to 61	8 to 11 years	30%	20%	15%
13 months and older	25 months and older	37 months and older	49 months and older	61 months and older	11 years and older	20%	15%	10%

Note: Ages are given to, but not including the 1st day of the month of the year shown

Personal Property, Rewashing and Laundry Item Repairs

- All client's personal items/property (false teeth, eye glasses, slippers, jewelry etc.) or money that may be found in the soiled laundry shall be returned with the clean linen delivery. Any found items should be wrapped in a separate, clear plastic bag or container.
- Items failing to meet the client's washing standards will be returned for rewash at no cost to the client or the County. The Provider will label rewash as such.
- If there are occasions when the client may request the Provider to make repair of laundry items (i.e. lost button, new zipper, etc.), terms and prices will be determined by mutual agreement of the Provider and the client. The County will not be responsible for costs associated with repair of laundry items.

Pickup and Delivery Schedule

- Laundry for pick-up and delivery will be packed in Provider supplied laundry bags and clearly labeled with individual client's name.
- For a set number of clients, Provider shall provide pick-up and return delivery services within 48 hours.
- Any increase or decrease in the frequency of laundry pickup and delivery service for an individual client requires approval by The Department.
- The Department reserves the right to request adjustments to said pickup and delivery schedule, including adjustments based on patient care demands and changes in funding.

Criminal Background Checks

- Provider shall conduct criminal background checks on all employees and sub-contractors who will be responsible for picking up and delivering laundry to older adults and individuals with disabilities under this contract.
- Provider agrees that no employee or subcontractor convicted of a crime, whether a felony or a misdemeanor, shall be authorized to perform any laundry pick-up or delivery work under the terms of this contract.
- The costs related to criminal background checks shall be paid by the Provider.
- County has the right to request removal of any Provider employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

Employee Identification

For security and safety purposes, all the Provider's employees must wear a clearly displayed photo identification badge (provided by the Provider at the Provider's cost) and Provider work uniforms/jackets showing they are employees of the Provider.

Cost Share Policy

- In accordance with New York State Regulations, EISEP clients are required to cost share according to a sliding scale based on their income and the cost of the services they receive.
- A listing of clients along with cost share amounts will be provided to the Provider by The Department.
- The Department will notify clients in writing what their cost share responsibility is for laundry pick-up and delivery services.
- The Provider, will be required to bill and collect directly from clients any cost share they are responsible for under the laundry pick-up and delivery service under the EISEP program.
- The Provider must keep an itemized accounting of all cost share funds received.
- All cost share funds must be used for program expenses.

Billing Basis

The Provider shall bill The Department for services rendered based on one (1) five (5) pound bag of laundry, per individual client, per week. Should the client require an additional bag, the Provider agrees to bill an additional \$15 per bag. Any client who is authorized by the County to receive laundry pick-up and delivery twice a week shall be noted accordingly.

The Provider shall issue invoices to clients with cost share on a monthly basis and be responsible for collecting those fees on applicable clients. This fee will be deducted from the bill submitted by NYSID. A receipt will be provided to clients for all cash payments received.

The Provider shall submit an Albany County Claim Form as well as an Excel Spreadsheet which provides itemization details on each client's service delivery.

The claim forms and itemized spreadsheet totals must match and will be submitted monthly to:

Accounting Division, Albany County Department of Social Services
162 Washington Avenue, 3rd Floor, Albany, NY 12210.

The Provider acknowledges that failure to follow the procedure will result in delayed or denied payments.

Client Concerns

The Provider will work closely with Albany County Department for Aging to ensure all drivers have received annual training using the County's Driver training program. The driver training will specifically address policies and procedures that drivers must follow to remain properly oriented to detect and report changes in a client's condition or environment.

The drivers will report all apparent deterioration in the physical, mental, or environmental condition of a client and then the Provider will be required to report this information to the Albany County NY Connects Unit or assigned Case Manager by telephone on the same day the deterioration in condition is detected. If a life-threatening emergency arises, a call to 911 and the senior's emergency contacts will be made immediately. The Assessment Unit will also be immediately notified by telephone.

If the Provider determines that laundry pick-up and delivery services requested for a client cannot be provided, the Provider will submit a written report substantiating why such services cannot be provided and it shall be forwarded to the County no later than the next business day.

If an appointment prevents a client from being home at the time the laundry is being picked up or delivered, they will be instructed to call the Provider and let them know at least 24 hours in advance. The Provider should attempt to make arrangements to conduct the pickup and deliver on an alternative day if possible.

If the Provider conducts multiple unsuccessful attempts for a laundry pick-up and delivery to a client, and the client does not notify the Provider, and there are no known changes in circumstances, the Provider will notify The Department immediately so a determination can be made as to whether the client's laundry services should be terminated.

Contingency Plan

The Provider must provide a written contingency plan in the event of a disaster or emergency situation, and include their capability to pick up and deliver during inclement weather.

In the event of service disruptions for any reason (equipment or vehicle breakdowns, water or chemical issues, staffing issues, etc.), Provider must provide a written plan to demonstrate that they are capable of providing on going contractual requirements and services to The Department and its' clients.

EXHIBIT 3

LOCAL LAW NO. 1 FOR 2002

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING AND UPDATING LOCAL LAW NO. 4 FOR 1997 REQUIRING THE BACKGROUND SCREENING OF POTENTIAL HOME CARE WORKERS PRIOR TO CONTRACTING WITH ALBANY COUNTY AND TO AUTHORIZE THE VOLUNTARY BACKGROUND SCREENING OF PRIVATE HOME CARE PROVIDERS

Introduced: 3/11/02

By Messrs. Domalewicz, McCoy, Messercola, Monjeau, Riddick, Ward, Mss. Willingham, Connolly, Messrs. Infante, Aylward, Beston, Collins, Commisso, Ms. Denison, Messrs. Ethier, Gordon, Houghtaling, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, Reilly, Richardson, Stackrow, Steck, Clouse and Ms. Wiley:

BE IT ENACTED by the Legislature of the County of Albany as follows:

SECTION 1. Legislative intent and purpose.

- A. This Legislature finds and determines that to protect the health, safety, and welfare of persons receiving home care services, that employees of any person, corporation, or other entity seeking to contract with the County of Albany on or after the effective date of this Local Law to provide home care services must require all employees and prospective employees who will be assigned to clients under the supervision of Albany County to be background checked by being fingerprinted and having their criminal history record reviewed.
- B. This Legislature further finds and determines that it is in the best interests of Albany County citizens receiving home care services to have the opportunity to have private providers of home care services be background checked on a voluntary basis by being fingerprinted and having their criminal history record reviewed.
- C. This Legislature further finds and determines that the Division of Criminal Justice Services (DCJS) requires that local laws must contain certain elements to grant them authority to conduct fingerprinting and criminal history record checks.
- D. Accordingly, a purpose of this Local Law is to provide authority for the mandatory fingerprinting and criminal history record checks of home care service provider employees and prospective employees who will be assigned to clients under the supervision of Albany County prior to Albany County entering into a contractual relationship with said service providers by requiring all such providers and provider personnel to be background checked by Albany County.
- E. The further purpose of this Local Law is to provide authority for the voluntary fingerprinting and criminal history record checks of private home care service providers.

SECTION 2. Definitions

As used in this Local Law, the following terms shall have the meanings indicated:

COUNTY PROVIDER - Any person, corporation or other entity seeking to contract with the County of Albany to provide home care services on or after the effective date of this Local Law.

PRIVATE PROVIDER - Any person, corporation or other entity seeking to provide home care services within the County of Albany on or after the effective date of this Local Law.

HOME CARE SERVICES - One (1) or more of the following services provided to persons at home:

- A. Those services provided by a home care services agency.
- B. Home health aide services.
- C. Personal care services.
- D. Homemaker services.
- E. Housekeeper or chore services.

The terms herein shall have the meanings as defined in Section 3602 of the Public Health Law and as further defined in Title 18 of the New York Codes, Rules and Regulations.

COUNTY PROVIDER PERSONNEL - Any home care service employees and prospective employees who will be assigned to clients under the supervision of Albany County. "Employees" shall include management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

PRIVATE PROVIDER PERSONNEL - Any home care service provider assigned to clients who are Albany County residents, excluding those clients under the supervision of Albany County as defined above. Private Provider Personnel includes independent contractors, employees, management, corporate officers, agents, volunteers, interns, public assistance recipients assigned to work projects, and auxiliary workers who come into regular, constant, routine, patterned contact with persons receiving home care services.

SECTION 3. Fingerprinting and criminal history review as a condition of contracting with Albany County.

A condition of a County Provider's eligibility to contract with Albany County on or after the effective date of this Local Law, all County Provider Personnel as defined herein shall be required to be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility to contract with Albany County, and/or continued eligibility.

In order for a Private Provider Personnel to apply for review, the Private Provider Personnel as defined herein shall be required to make an application and be fingerprinted by the Albany County Sheriff's Department for identification processing and criminal history review through the New York State Division of Criminal Justice Services (DCJS) in accordance with the procedures and requirements as established by the Albany County Sheriff as a condition of eligibility, and/or continued eligibility.

SECTION 4. Review of fingerprint cards; fees.

Fingerprint cards for all County Provider Personnel shall be prepared by each County Provider and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee to be paid by the County Provider. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

Fingerprint cards for Private Provider Personnel shall be prepared by each applicant and forwarded to the Albany County Sheriff's Department for identification processing, together with any applicable processing fee. Fingerprint cards and the applicable fee will be forwarded to DCJS for processing. Such fingerprinting procedure shall be established by the Albany County Sheriff.

SECTION 5. Processing and forwarding of criminal history records.

The criminal history records processed by DCJS concerning County Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of

the contents of those records, and the determination on eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification, the County Provider shall require the County Provider Personnel to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff. Upon a determination of disqualification, the Sheriff shall notify the County Provider and the County of said determination. Said notice to the County Provider shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

The criminal history records processed by DCJS concerning Private Provider Personnel shall be submitted to the Albany County Sheriff or his/her departmental designee, for review and consideration of the contents of those records in relation to the prohibitions of a County Provider Personnel's eligibility as set forth below. If the information received indicates that there is a pending criminal offense that would require a disqualification of a County Provider Personnel, the applicant shall be required to forward documentation to the Sheriff evidencing the disposition of such offense in accordance with the procedure established by the Sheriff.

Upon a determination of what would be a disqualification for a County Provider Personnel, the Sheriff shall notify the Private Provider applicant of said determination. Said notice to the applicant shall include information regarding the right to appeal and contest any claimed grounds for disqualification in accordance with the procedures established by the Sheriff. Any challenge to information contained in criminal records provided by DCJS shall be conducted in accordance with the applicable DCJS rules and regulations.

SECTION 6. Duties of the Sheriff's Department.

The Albany County Sheriff's Department shall establish procedures and forms for the orderly administration of this Local Law. Procedures shall be established which are necessary for the implementation of the process for appeal pursuant to Section 5 of this Local Law. The Sheriff's Department shall establish procedures for the periodic review of County Provider records to ensure compliance with this Local Law throughout the contract period with Albany County. The Sheriff's Department shall establish procedures pertaining to all notifications for both County Provider Personnel and Private Provider Personnel. Such notification procedures shall include, but not be limited to, the notification of disqualifying offenses reported to the Sheriff's Department pertaining to either County Provider Personnel or Private Provider Personnel after the completion of the initial background screening and the notification requirements pertaining to County Provider Personnel's responsibilities to report any convictions of offenses that would disqualify him/her from being assigned to clients under the supervision of Albany County.

SECTION 7. Disqualification from contracting with Albany County and eligibility criteria for Private Provider Personnel.

Any County Provider Personnel who has been convicted of the crimes including, but not limited to, those set forth herein, or convicted of any other crimes which in the judgment of the Albany County Sheriff endangers the health, safety, and physical and/or mental well-being of a recipient of home care services, shall result in the disqualification of a County Provider from consideration for contracting with Albany County until such time said disqualification is rectified. The following shall be the criteria used to determine the qualification of a Private Provider Personnel applicant for eligibility:

- A. A County Provider Personnel shall be permanently disqualified from being assigned to clients under the supervision of Albany County if that person has been convicted or forfeited bond or collateral, which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec.

100.13, 105.15, 105.17, 115.08, 120.01, 120.30, 120.35, 125.10, 125.12, 125.15, 125.20, 125.25, 125.27, 130.30, 130.25, 130.35, 130.40, 130.45, 130.50, 130.60, 130.65, 130.66, 130.67, 130.70, 130.85, 135.20, 135.25, 135.55, 150.20, 155.30, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 220.46, 260.00, 260.10, 260.25, 260.30, 260.32, 260.34, 263.05, 263.10, 263.15, or 265.04 of the New York Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or an offense committed under a former section of the Penal Law which would constitute a violation of the aforesaid sections of the Penal Law. However, such disqualification with regard to convictions upon a violation of Sec. 125.12, 125.20, 125.25, 125.27, 130.25, 130.30, 130.35, 130.45, 130.50, 130.60, 130.65, 130.70, 135.25, or 150.20 of the Penal Law or any offense committed outside New York State which would constitute a violation of the aforesaid sections of the Penal Law had they been committed in New York State or an attempt to commit any of these offenses under Sec. 110.00 of the Penal Law may be waived, provided that ten (10) years have expired since the proposed County Provider Personnel was discharged or released from a sentence of imprisonment imposed pursuant to conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the New York Correction Law. Such certificate shall only be issued by the court having jurisdiction over such conviction and shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on that person's prospective employment as a home care services employee, prior to granting such a certificate. Furthermore, such disqualification with regard to convictions upon a violation of Sec. 100.13, 105.15, 105.17, 115.08, 125.10, 125.15, 130.25, 130.40, 130.60, 130.65, 135.20, 160.15, 220.18, 220.21, 220.39, 220.41, 220.43, 260.00, 263.05, 263.10, 263.15 or 265.04 of the Penal Law, or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law, shall be waived, provided that ten (10) years have expired since the applicant was incarcerated pursuant to a sentence of imprisonment imposed on conviction of an offense that requires disqualification under this subsection and that the applicant shall have been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or offenses for which the person was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such a certificate.

B. A County Provider Personnel shall be disqualified for a period of ten (10) years from the date of last conviction specified herein from being assigned to clients under the supervision of Albany County if that person has been convicted of or forfeited bond or collateral which forfeiture order has not been vacated or the subject of an order of remission upon a violation of Sec. 100.10, 105.13, 115.05, 120.00, 120.03, 120.04, 120.05, 120.10, 120.11, 120.12, 120.25, 125.13, 125.40, 125.45, 130.20, 130.25, 130.55, 130.75, 130.80, 135.10, 135.55, 140.17, 140.20, 140.25, 140.30, 145.12, 150.10, 150.15, 155.25, 155.30, 155.35, 155.40, 155.42, 160.05, 160.10, 220.05, 220.06, 220.09, 220.16, 220.31, 220.34, 220.44, 220.60, 221.30, 221.50, 221.55, 230.00, 230.05, 230.06, 230.20, 230.25, 230.30, 230.32, 235.05, 235.06, 235.07, 235.21, 240.06, 245.00, 260.10 and Subdivision 2 of Sec. 260.20 and Secs. 260.25, 265.02, 265.03, 265.08, 265.09, 265.10, 265.12 and 265.35 of the Penal Law or an attempt to commit any of the aforesaid offenses under Sec. 110.00 of the Penal Law, or any similar offenses committed under a former section of the Penal Law which would constitute violations of the aforesaid sections of the Penal Law, or any offenses committed outside this state which would constitute violations of the aforesaid sections of the Penal Law. However, such disqualification shall be waived provided that the applicant has been granted a certificate of relief from disabilities as provided for in Sec. 701 of the Corrections Law. Such certificate shall only be issued by the court having jurisdiction over such conviction. Such certificate shall specifically indicate that the authority granting such certificate has considered the bearing, if any, the criminal offense or

offenses for which the job applicant was convicted will have on the applicant's prospective employment as a home care services employee, prior to granting such certificate.

SECTION 8. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 9. Effective date.

This law shall take effect immediately upon filing with the Secretary of State.

Referred to Public Safety Committee. 3/11/02

Favorable Recommendation - Public Safety Committee. 3/26/02

On roll call vote the following voted in favor: Mr. Aylward, Mss. Barlette, Benedict, Messrs. Beston, Clouse, Collins, Commisso, Ms. Connolly, Mr. Dawson, Ms. Denison, Messrs. Domalewicz, Ethier, Gordon, Graziano, Houghtaling, Infante, Joyce, Ms. Maffia-Tobler, Messrs. Maikels, McCoy, Melchionni, Messercola, Monjeau, Nowicki, Mss. Prentiss, Reed, Messrs. Reilly, Riccitelli, Richardson, Riddick, Stackrow, Steck, Ms. Tatro, Mr. Ward, Mss. Wiley, Willingham and Mr. Young - 37

Those opposed: - 0.

Ms. McKnight abstained.

Local Law was adopted. 4/8/02

ALBANY COUNTY SHERIFF'S DEPARTMENT PROCEDURE FOR SCREENING OF HOME CARE EMPLOYEES

Pursuant to Local Law No. 1 for 2002

I. SCREENING

Pursuant to Local Law No. 1 for 2002, Section 3, the Albany County Sheriff's Department shall be responsible for the screening of all current and prospective home care employees as a condition of eligibility to contract with Albany County for the provision of such services. Screening shall include, but not be limited to, the following:

- Fingerprinting
- Review of criminal convictions and pending criminal actions as identified by the New York State Division of Criminal Justice Services (DCJS).

II. PROCEDURE

A. Home Care Provider's Responsibilities/Actions

1. Providers must furnish the Albany County Sheriff's Department with a list of all current and prospective employees who will be providing home care services to clients who are under the supervision of Albany County to arrange for screening. No current or prospective employees who have not completed the screening process will be allowed to be assigned and to provide home care services to clients under the supervision of Albany County.

2. It will be the Provider's responsibility to notify the Albany County Sheriff's Department of any new prospective employees for screening, who will be providing home care services to clients under the supervision of Albany County, within three (3) working days of hiring, via mail, fax or e-mail and to coordinate with the Sheriff's representative in scheduling interviews for screening.
3. It will be the Provider's responsibility to instruct each current or prospective employee in writing of the procedures required to comply with the Local Law.
4. Monthly, by the sixth (6th) of every month, Providers must supply the Albany County Sheriff's Department, and the Albany County Department of Social Services with a Certified (signed assurance by the Provider official with such knowledge) and updated list of current (as well as new) employees, who currently provide or may be providing services to clients under the supervision of Albany County. This list must also contain the screening completion date of each employee.
5. Providers must supply the fee of fifty dollars (\$50) per applicant prior to the fingerprinting to the Albany County Sheriff's Department. This fee must be paid in the form of a money order or check from the provider agency (no personal checks), made payable to the NYS Division of Criminal Justice Services. A separate check of \$50 must be submitted for each applicant - any checks in excess of that amount will be returned.
6. Providers are responsible for informing the Albany County Sheriff's Department of any employee that has been terminated or resigned from the Agency.
7. It is the Provider's responsibility, upon notification by the Sheriff's Department of disqualification, to immediately remove disqualified personnel from consideration involving assignment to Albany County cases and to subsequently verify to the Sheriff's Department and DSS, via a certified written assurance, the date of removal. DSS will monitor compliance.

B. Albany County Sheriff's Department Responsibilities

1. Sheriff's Department representative will schedule interviews for all employees of home care providers for fingerprinting by coordinating with the Provider representative. This appointment can be scheduled by calling 487-5365; fingerprinting is completed on Tuesday, Wednesday and Thursday between the hours of 9:30 am and 3:30 pm. If an employee is more than an hour late for the scheduled appointment, a new appointment will be made for the applicant.
2. Sheriff's representative will provide the appropriate authorization form to be completed by the employee.
3. Sheriff's representative will verify each employee's identity by reviewing appropriate identification documents which must include two forms of ID (one photo ID) such as:
 - a. Driver's license
 - b. Birth Certificate
 - c. Passport
 - d. Baptismal Certificate
 - e. Immigration and Naturalization Card
 - f. DD Form 214 (Military Discharge)
 - g. Social Security Card
 - h. NYS Benefit Card

4. Sheriff's representative will batch the fingerprints and the applicable processing fee, then forward to NYS Division of Criminal Justice Services (DCJS).
5. Upon receipt from the NYSDCJS, the Sheriff's representative will review for clarity and completeness, obtain additional information if required, flag persons with criminal records, and complete the appropriate Notification to Home Care Provider form.
6. The Sheriff's Department will provide Notification of Disqualification or Notification of Completion/Passing of the screening process to the Provider and DSS.
7. The Sheriff's Department will maintain a computerized record of all applicants including the processing dates.

C. Albany County Department of Social Services Responsibilities

1. Department of Social Services will submit to the Sheriff on an annual basis a current list of all existing Provider agencies.
2. Department of Social Services will do a random audit of Provider agencies under the auspices of the New York State Department of Health, to make sure that all personnel assigned to Department of Social Services cases have been referred for screening. Department of Social Services will notify the Sheriff of any non-referred personnel and will provide the Provider, in writing, the names of those employees not in compliance.

III. DISQUALIFICATION FROM CONTRACTING

Failure to comply may result in termination of the contract and removal of all DSS clientele from the care of the Provider Agency under the terms and conditions of the contract. Failure to comply will be deemed to occur when a Provider Agency has assigned disqualified staff to DSS clients or when a Provider Agency has failed to submit staff for screening pursuant to these guidelines.

IV. APPEAL PROCESS

1. The decision of the Sheriff may be appealed in writing by the applicant to the Office of the Albany County Sheriff within thirty (30) days upon notification of disqualification. The applicant must state in detail the basis for appeal and include any documentation in support of appeal.
2. A review committee will be established which will include, but not be limited to, one representative from the Albany County Sheriff's Department and one representative from DSS.
3. The committee will evaluate all documentation submitted by the applicant, any findings of criminal convictions or pending criminal charges to determine if the applicant is suitable for employment.
4. The committee's determination, based on their evaluation, will be documented and signed by the Chairperson. The reasons for the determination will be forwarded to the Albany County Sheriff for final determination.

STRICT CONFIDENTIALITY MUST BE OBSERVED REGARDING ALL THE ABOVE INFORMATION – COPIES OF ALL COMPLETED FORMS, RESPONSES AND LETTERS MUST BE KEPT IN AN INDIVIDUAL PERSONNEL FILE LABELED "CONFIDENTIAL".

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business

Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be April 1, 2021 through March 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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

Client#: 11403

PLAZALAUND

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2020

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 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 Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME: PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B : Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER C : Continental Western Insurance Company</td> <td>10804</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tri-State Insurance Co of Minnesota	31003	INSURER B : Acadia Insurance Company	31325	INSURER C : Continental Western Insurance Company	10804	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Paul Massaroni DBA Plaza Laundry & Dry Cleaning & Plaza Linen Service 629 Plank Road Clifton Park, NY 12065															

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 SUBR INSR 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:		ADV526414113	07/24/2020	07/24/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Drive Oth Car		CAA526414213	07/24/2020	07/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		CUA526414313	07/24/2020	07/24/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA527694213	11/01/2019	11/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Albany County and the Albany County Department of Social Services are listed as an Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Albany County 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 
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**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use streets address only) Paul Massaroni DBA Plaza Laundry & Dry Cleaning & Plaza Linen Service 629 Plank Road Clifton Park, NY 12065 <i>Work Location of Insured (only if required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number or Insured 518 383-6975
	1c. NYS Unemployment Insurance Employer Registration Number of Insured
	1d. Federal Employer Identification Number of Insured or Social Security Number 14-1709420
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYSID 11 Columbia Circle Drive Albany NY 12203	3a. Name of Insurance Carrier Union Insurance Company
	3b. Policy Number of Entity Listed in Box "1a" WCA527694214
	3c. Policy effective period: 11/01/2020 to 11/01/2021
	3d. The Proprietor, Partners or Executive Officers are ☒ Included. (Only check box if all partners / officers included.) ☐ All excluded or certain partners / officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send the Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment or within 30 days if cancelled for any reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy period? ☐ Yes ☐ No

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license, or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: **Anthony J. Mashuta**

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Anthony J. Mashuta

1/8/2021

(Signature)

(Date)

Title:

President, Cool Insuring Agency, Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier:

518-783-2665

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

January 5, 2022

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

Dear Chairman Joyce,

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

Authorization is requested to amend an agreement with Nanonation to extend our contract with the company so we may fully implement SNAP self-service Kiosks. Work is still needed by Albany County Division of Information Services and NYS Information Technology Systems to interface Albany County technology with NYS systems so that documents may be properly uploaded to their system.

We are requesting to extend the contract end date one additional year until 2/28/23 due to the technological challenges faced in establishing the required connectivity to New York State Imaging Enterprise Document Repository (IEDR) System and the Local SOS Welfare Management System (WMS) Data Server. The one kiosk located at DSS is tentatively scheduled for implementation in early 2022. The deployment of the three community based kiosks will be delayed to later in 2022 due to the additional technological connectivity challenges with the County and NYS data systems.

We will continue to work with NYS Office of Temporary Disability Assistance and NYS Information Technology Services as well as the provider to work through the technological challenges so we can deploy and implement the kiosks during the extended contract period. Nanonation was the sole respondent to RFP 2019-100R

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-3004, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Nanonation)

Date: 12/21/2021
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☒ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Nanonation

301 South 13th Street, Suite 700

Lincoln, NE 68508

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 0

Scope of Services: Nanonation will assist in modernizing DSS operations through the integration of self-service technology to improve customer service and increase ease of access to Supplemental Nutrition Assistance Program (SNAP) benefits.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

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

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) 3/1/2022-2/28/2023

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, 16

Date of Adoption: 2/8/2021, 2/10/2020

Justification: (state briefly why legislative action is requested)

Authorization is requested to amend an agreement with Nanonation to extend our contract with the company so we may fully implement SNAP self-service Kiosks. Work is still needed by Albany County Division of Information Services and NYS Information Technology Systems to interface Albany County technology with NYS systems so that documents may be properly uploaded to their system. We are requesting to extend the contract end date one additional year until 2/28/23 due to the technological challenges faced in establishing the required connectivity to New York State Imaging Enterprise Document Repository (IEDR) System and the Local SOS Welfare Management System (WMS) Data Server. The one kiosk located at DSS is tentatively scheduled for implementation in early 2022. The deployment of the three community based kiosks will be delayed to later in 2022 due to the additional technological connectivity challenges with the County and NYS data systems. We will continue to work with NYS Office of Temporary Disability Assistance and NYS Information Technology Services as well as the provider to work through the technological challenges so we can deploy and implement the kiosks during the extended contract period. Nanonation was the sole respondent to RFP 2019-100R

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

RESOLUTION NO. 16 ADOPTED FEBRUARY 10, 2020

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

WITNESSETH:

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

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

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

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

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

ARTICLE I. SCOPE OF SERVICES

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

ARTICLE II. GENERAL PROVISIONS

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

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

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

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

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

ARTICLE VIII. ACCOUNTING RECORDS AND AUDITS

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

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

ARTICLE IX. FEES

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

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

ARTICLE X. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately

notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XI. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses. Provider's obligation to reimburse County for reasonable attorney's fees is predicated on the understanding that the County shall promptly notify Provider of any claim and that Provider shall have the right to control the defense, at its own expense, of any claims made against the provider.

ARTICLE XII. INSURANCE

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

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

ARTICLE XIII. ASSIGNMENTS

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

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

ARTICLE XIV. CONFLICT OF INTEREST

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

ARTICLE XV. NON-DISCRIMINATION

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

ARTICLE XVI. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVII. GOVERNING LAWS

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

ARTICLE XVIII. TERM OF AGREEMENT

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XX. REMEDY FOR BREACH

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

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIV. INTERPRETATION

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

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

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

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

ARTICLE XXVII. INVALID PROVISIONS

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

ARTICLE XXVIII. MODIFICATIONS

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

ARTICLE XXIX. NOTICE

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

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

ARTICLE XXX. ADDITIONAL ASSURANCES:

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

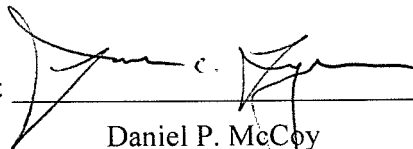
The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

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

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

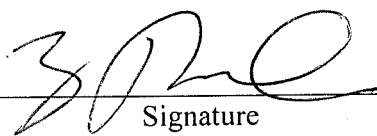
COUNTY OF ALBANY

DATE: 4/21/2020

BY: 

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

NANONATION

DATE: March 25, 2020BY: 
SignatureZac Rustad - VP Business Development
Title

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

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

NOTARY PUBLIC

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

On the 25th day of Apr, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

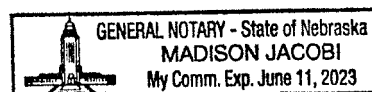
NOTARY PUBLIC

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

STATE OF Nebraska)
COUNTY OF Lancaster) SS.:

On the 25th day of March, 2020, before me, the undersigned, personally appeared Zac Rustad personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Madison Jacobi
NOTARY PUBLIC



SCHEDULE A

INSURANCE COVERAGE

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

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

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: March, 25, 2020

By: _____



Signature

Zac Rustad - VP Business Development
Title

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

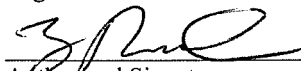
This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended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

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

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

Nanonation

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

SCHEDULE D

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

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

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

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

Nanonaton

Organization



Authorized Signature

Vice President of Business Development

3/25/2020

Title

Date

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

EXHIBIT 1

COUNTY OF ALBANY ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES KIOSK IMPLEMENTATION

SCOPE OF SERVICES

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

I. For this project, Nanonation agrees:

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

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

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

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

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

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

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

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

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

TERM OF CONTRACT:

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

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

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be March 1, 2020 – February 28, 2021. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

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

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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

Client#: 46328

NANON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2020

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY, NEW YORK 12210-2304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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