County of Albany

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

Meeting Agenda

Monday, June 27, 2022

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM

3. AUTHORIZING AN AGREEMENT REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS

4. AMENDING RESOLUTION NO. 387 FOR 2021 REGARDING AGREEMENTS WITH FOSTER CARE PROVIDERS

5. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT WITH NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES REGARDING THE FAMILY PEER ADVOCATES PROGRAM AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

6. AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

7. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AGREEMENTS REGARDING THE MOBILE RESPONSE INITIATIVE AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

8. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM (HEAP)

9. AUTHORIZING AN AGREEMENT WITH HOMELESS AND TRAVELERS AID SOCIETY REGARDING HOMELESS HOUSING EMERGENCY SERVICES

10. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AMENDING THE 2022 DEPARTMENT OF SOCIAL SERVICES BUDGET

11. AMENDING THE 2022 DEPARTMENT OF SOCIAL SERVICES BUDGET: REGISTERED NURSE

12. AMENDING THE 2022 DEPARTMENT OF SOCIAL SERVICES BUDGET: ACCOUNT CLERK II

County of Albany

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

Meeting Minutes

Tuesday, May 24, 2022

5:30 PM

Held Remotely

Social Services Committee

PREVIOUS BUSINESS:

Present: Samuel I. Fein, Merton D. Simpson, Nathan L. Bruschi, Mickey Cleary, Patrice Lockart, Jeff S. Perlee and Christopher H. Smith

Excused: Norma J. Chapman and Carolyn McLaughlin

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 RESOLUTION NO. 284 FOR 2021 REGARDING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE PROBATION DEPARTMENT

   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

June 1, 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 renew contracts with New York State Office of Children and Family Services and Parsons for the Healthy Families Home Visiting Program for the period July 1, 2022 – June 30, 2023.

The total grant award and contract with New York State is $1,176,898 and requires a 10% County match which is met primarily through fixed operational costs. The total contract for Parson is $511,423, funded 100% by 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,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel

File #: TMP-3345, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	June 1, 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):
New York State Office of Children and Family Services
52 Washington Street
Rennselaer NY 12144

Additional Parties (Names/addresses):

Parsons Child and Family Center
60 Academy Road
Albany NY 12208

Amount/Raise Schedule/Fee: $1,176,898
Scope of Services: Funding for the New York Healthy Families Home Visiting Program to provide intensive home visits to pregnant woman and new parents

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 X
If Mandated Cite Authority:

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

County Budget Accounts:

Revenue Account and Line: AA6119 03406
Revenue Amount: $1,176,898

Appropriation Account and Line: AA6119 44400 .1
Appropriation Amount: $617,656 $559,242

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 90%
County: 10%
Local:

Term
Term: (Start and end date) 7/1/2022 - 6/30/2023
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: 21-173, 20-201,19-266,18-202,17-188,16-230,
Date of Adoption: 6/14/21,6/8/20, 7/8/19,5/14/18, 5/8/17, 6/13/16,

Justification: (state briefly why legislative action is requested)
Please see attached

Department for Children, Youth and Families

Backup Material for Contract Authorization with the New York State Office of Children and Family Services and Parsons Child and Family Center for the Home Visiting Program

The Department respectfully requests legislative authorization to enter into a contractual arrangement with the New York State Office of Children and Family Services (NYSOCFS) for the Healthy Families New York Home Visiting Program. The grant award is $1,176,898 of which there is a local match of 10% or $117,689 for the term of July 1, 2022 – June 30, 2023. The former grant term expires on June 30, 2022.

As part of the 2022-23 grant cycle, the County will offset salary and fringe benefit cost for staffing and administering the Healthy Families Program. The local match criteria for the Grant is met primarily by using fixed operational costs such as custodial and maintenance costs, costs associated with the Hall of Records, and Information Services Shared Services costs.

The Department also requests legislative authorization to renew a contractual agreement with Parsons Child and Family Center for the Healthy Families Home Visiting component for the term of July 1, 2022 - June 30, 2023 in the amount of $511,423. Included in the partnership, is a $51,142 match provided by Parsons for this program.

The Healthy Families Program provides intensive home visits to pregnant women and new parents who live in target areas and who meet the criteria for needed improvement of parenting skills and increased family support. The target areas include the City of Albany, Cohoes, Watervliet and Green Island. Home visits address the needs of all family members and stress building upon family strengths. Services focus on teaching parents about child development, fostering positive parenting skills and promoting healthy parent/child interactions. Screening of families for the program takes place in the hospital, newborn nurseries and with prenatal providers in the community.

Over the years since its inception, the Healthy Families Program of Albany County has recognized an increasing need for families enrolled in the program to receive mental health, substance abuse and domestic violence services. The Social Work component specifically targets these unmet needs. The core elements of the Social Work services include:

1. Counseling and Case Management
2. Family Assessments
3. Referrals to service providers when additional intensive services are needed
4. Family Conferencing

Many parents in the Healthy Families Program hesitate to walk into an office to speak with a stranger about domestic violence, substance abuse, or mental health issues. A counselor skilled in the engagement process can address these concerns with clients in their own home. Counselors conduct assessments, provide counseling and assist them in accessing more intensive services if needed.

NEW YORK STATE | Office of Children and Family Services

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ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

April 27, 2021

Albany County Children Youth and Families
Phillip Calderone, Deputy County Executive
110 State Street
Albany, NY 12207

Re: Healthy Families Albany County

Dear Mr. Calederone,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of our intent to continue with our existing contract with Albany County Children, Youth and Families for the above named program, pending availability of funds.

Contract Number:	C028897
Contract Term:	07/01/2020-6/30/2025
Contract Term Value:	$5,884,490
Contract Period:	07/01/2021-06/30/2022
Contract Period Amount:	$1,176,898

Please feel free to contact your Program Manager, Safiya Ikhlas, at 518-473-8440 or Safiya.Ikhlas@ocfs.ny.gov.

Sincerely,

Bernadette Johnson

Bernadette Johnson
Bureau Director

Cc: Allison Contento, Healthy Families Supervisor
Safiya Ikhlas, Program Manager

From: Dwyer, Thomas (OCFS) <Thomas.Dwyer@ocfs.ny.gov>

Sent: Tuesday, April 19, 2022 2:50 PM

To: Johnson, Valerie <Valerie.Johnson@albanycountyny.gov>

Subject: RE: Continuation of Funding

Hi Valerie –

I looked into this and they will be sending a letter, hopefully soon. I guess I was wrong and glad I checked ..lol. Please disregard my last email response on this.

Thanks

Tom

From: Johnson, Valerie <Valerie.Johnson@albanycountyny.gov>

Sent: Tuesday, April 19, 2022 12:23 PM

To: Dwyer, Thomas (OCFS) <Thomas.Dwyer@ocfs.ny.gov>

Subject: Continuation of Funding

Hi Tom,

I received this request from the Deputy Commissioner inquiring if I could ask new HF person if we could have an updated letter for July 1, 2022-June 30. 2023 with allotted amount. This is what Safiya sent us last year attached. Also Philip Calderon is no longer with Albany County can it be addressed to Daniel Lynch his replacement?

Thank you,

Valerie

Valerie Johnson

Executive Director Youth Bureau

Albany County Dept. for Children, Youth and Families

RESOLUTION NO. 173

AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM

Introduced: 6/14/21
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the NYS Office of Children and Family Services (OCFS) regarding the Healthy Families Home Visiting Program Grant in the amount of $1,176,898, with a 10% County match, for the term commencing July 1, 2021 and ending June 30, 2022, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Parsons Child and Family Center in an amount not to exceed $511,423 regarding the Healthy Families Home Visiting Program for the term commencing July 1, 2021 and ending June 30, 2022, and

WHEREAS, The Albany County Department for Children, Youth and Families will lead the program along with Parsons Child and Family Center to provide intensive home visits to pregnant women and new parents who live in low-income target areas and who meet the program criteria, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Office of Children and Family Services regarding the Healthy Families Home Visiting Program Grant in an amount not to exceed $1,176,898, with a 10% County match, for the term commencing July 1, 2021 and ending June 30, 2022, and, be it further

RESOLVED, That the County Executive is also authorized to enter into agreement with Parsons Child and Family Center regarding the Healthy Families Home Visiting Program in an amount not to exceed $511,423 for the term commencing July 1, 2021 and ending June 30, 2022, 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 – 6/14/21

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

June 1, 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 enter a contractual agreement for Transportation Providers for Children with Special Needs who travel to Special Education and Therapy Programs.

The requested agreement is for six distinct transportation zones for a maximum total cost, not to exceed $3,658,631.00, for the term of September 1, 2022 – August 31, 2023. The six zones have been awarded to Rejha Group L.L.C. and the cost of these contracts are reimbursed by NYS Ed at a rate of 59.5%

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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

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

File #: TMP-3346, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Rejha Group LLC for Transportation of Department for Children, Youth and Families Children with Special Needs

Date:	June 1, 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):
Rejha Group L.L.C.
23 Railroad Avenue
Albany NY 12205

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

Amount/Raise Schedule/Fee: $3,658,631.00
Scope of Services: Transportation for Children with Special Needs

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: NYS Education Law 4410/ NYS Public Health Law Title 11-A

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

County Budget Accounts:
Revenue Account and Line: AA 2960 03277
Revenue Amount: $2,176,885

Appropriation Account and Line: AA 2960 44038
Appropriation Amount: $3,658,631.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 59.5%
County: 40.5%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/1/2022 - 8/31/2023
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: 21-202; 20-248; 19-330; 18-351; 17-228; 16-277
Date of Adoption: 7/12/21; 8/10/20; 8/12/19; 8/13/18; 6/12/17; 7/11/16

Justification: (state briefly why legislative action is requested)
Please See Attached

Department for Children, Youth and Families
Transportation Renewal Contract Authorization with Rejha Group L.L.C. for Children with Special Needs Who Travel to Special Education and Therapy Programs

The Department for Children, Youth and Families is requesting that the Albany County Legislature authorize the County to enter into a renewal agreement with Rejha Group L.L.C., for transportation services for children with special needs. The Department is seeking authorization to exercise the first of two options to renew for all 6 zones. The total funding for all zones is not to exceed $3,658,631.00. The contract term of all six contracts will run from September 1, 2022 to August 1, 2023.

The Department issued a Request for Proposals for Transportation Services for pre-School Aged Handicapped Children in Need of special Education—*RFP-2020-030*-- on February 17, 2021 with responses due March 26, 2021. It should be noted that Rejha Group L.L.C was the only company that submitted a proposal.

Transportation of children with special needs to special education and therapy services, as recommended by the individual education/family service plan approved by the child's school district or by the Early Intervention Official, is mandated by New York State law.

Given the varying fluctuations in the fuel market, proposing vendors need to anticipate any potential increases in fuel costs so that they are not inadvertently penalized for swings in the fuel market. This puts the County in a vulnerable situation; requiring it to pay for costs that may not actually be incurred assuming a stabilized fuel market. In order to better safeguard the County financially, the Department, with assistance from the County's Purchasing Department, have structured the bids with a fuel escalation/de-escalation clause. This language provides a safety valve for both the County and the transportation provider so that the effect on either entity's bottom line is minimized in the event(s) of changes in the fuel commodity market.

The costs associated with transportation are reimbursed by the State at a rate of 59.5% after subtracting out any reimbursement received from Medicaid. All contracts will be reviewed and approved by the County Attorney's Office as to form and content prior to execution.

Contracts for transportation services are divided into zones based on program locations. There are six unique zones.

Zone #1—not to exceed $248,931.92
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #2 - not to exceed $289,854.22
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #3 – not to exceed $837,325.48
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #4 – not to exceed $787,205.41
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #5 – not to exceed $418,193.51
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #6--not to exceed $1,077,120.94
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Albany County DCYF

2021 Transportation Payments By Zone

2021 Transportation Payments

Month	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total
January	$13,202.40	$20,054.22	$56,339.45	$68,233.81	$25,246.55	$84,427.89	$267,504.32
February	$15,402.80	$20,601.27	$61,412.61	$74,923.64	$24,717.84	$91,476.51	$288,534.67
March	$16,900.30	$22,187.40	$61,608.21	$82,282.76	$22,780.26	$104,367.75	$310,126.68
April	$14,949.64	$17,642.95	$52,134.25	$71,809.47	$16,441.88	$87,722.69	$260,700.88
May	$16,894.95	$16,202.40	$43,642.43	$39,352.60	$29,295.76	$55,879.65	$201,267.79
June	$16,078.95	$20,405.97	$55,234.27	$69,882.32	$39,970.16	$91,528.76	$293,100.43
July	$19,294.74	$25,424.46	$72,760.47	$46,655.64	$41,528.16	$74,314.60	$279,978.07
August	$20,009.36	$25,258.61	$74,187.95	$50,589.84	$42,340.88	$73,150.82	$285,537.46
September	$17,458.19	$23,015.06	$64,646.61	$41,773.32	$31,898.16	$65,503.47	$244,294.81
October	$24,079.39	$25,259.53	$84,716.26	$59,199.84	$44,794.96	$85,310.31	$323,360.29
November	$18,644.74	$15,472.24	$46,684.14	$36,192.40	$21,645.44	$53,434.53	$192,073.49
December	$23,547.08	$20,523.04	$54,742.46	$43,630.80	$22,986.48	$69,509.92	$234,939.78
Total	$216,462.54	$252,047.15	$728,109.11	$684,526.44	$363,646.53	$936,626.90	$3,181,418.67
15% Adj	$248,931.92	$289,854.22	$837,325.48	$787,205.41	$418,193.51	$1,077,120.94	$3,658,631.47

Albany County DCYF
2021 Transporation Payments

Clerk	Document	Invoice	Inv Date	Warrant	Zone	Check #	Amount	Monthly Total
hdilillo	43352	43352	01/13/2022	02/16/22	6	3122624	$ 84,427.89	
hdilillo	43351	43351	01/13/2022	02/16/22	5	3122624	$ 25,246.55	
hdilillo	43350	43350	01/13/2022	02/16/22	4	3122624	$ 68,233.81	
hdilillo	43349	43349	01/13/2022	02/16/22	3	3122624	$ 56,339.45	
hdilillo	43346	43346	01/13/2022	02/16/22	2	3122624	$ 20,054.22	
hdilillo	43339	43339	01/13/2022	02/16/22	1	3122624	$ 13,202.40	$ 267,504.32
hdilillo	41611	41611	01/03/2022	02/02/22	6	3122145	$ 91,476.51	
hdilillo	41609	41609	01/03/2022	02/02/22	5	3122145	$ 24,717.84	
hdilillo	41608	41608	01/03/2022	02/02/22	4	3122145	$ 74,923.64	
hdilillo	41607	41607	01/03/2022	02/02/22	3	3122145	$ 61,412.61	
hdilillo	41606	41606	01/03/2022	02/02/22	2	3122145	$ 20,601.27	
hdilillo	41605	41605	01/03/2022	02/02/22	1	3122145	$ 15,402.80	$ 288,534.67
hdilillo	39533	39533	12/15/2021	01/12/22	6	3121423	$ 104,367.75	
hdilillo	39532	39532	12/15/2021	01/12/22	5	3121423	$ 22,780.26	
hdilillo	39531	39531	12/15/2021	01/12/22	4	3121423	$ 82,282.76	
hdilillo	39530	39530	12/15/2021	01/12/22	3	3121423	$ 61,608.21	
hdilillo	39528	39528	12/15/2021	01/12/22	2	3121423	$ 22,187.40	
hdilillo	39526	39526	12/15/2021	01/12/22	1	3121423	$ 16,900.30	$ 310,126.68
hdilillo	35312	35312	11/15/2021	12/15/21	6	3120426	$ 87,722.69	
hdilillo	35310	35310	11/15/2021	12/15/21	5	3120426	$ 16,441.88	
hdilillo	35305	35305	11/15/2021	12/15/21	4	3120426	$ 71,809.47	
hdilillo	35302	35302	11/15/2021	12/15/21	3	3120426	$ 52,134.25	
hdilillo	35299	35299	11/15/2021	12/15/21	2	3120426	$ 17,642.95	
hdilillo	35295	35295	11/15/2021	12/15/21	1	3120426	$ 14,949.64	$ 260,700.88
hdilillo	26803	26803	09/21/2021	10/20/21	6	3120157	$ 55,879.65	
hdilillo	26802	26802	09/21/2021	10/20/21	5	3120157	$ 29,295.76	
hdilillo	26800	26800	09/21/2021	10/20/21	4	3120157	$ 39,352.60	
hdilillo	26799	26799	09/21/2021	10/20/21	3	3120157	$ 43,642.43	
hdilillo	26797	26797	09/21/2021	10/20/21	2	3120157	$ 16,202.40	
hdilillo	26796	26796	09/21/2021	10/20/21	1	3120157	$ 16,894.95	$ 201,267.79
hdilillo	26128	26128	09/16/2021	10/20/21	6	3117045	$ 91,528.76	
hdilillo	26127	26127	09/16/2021	10/20/21	5	3117045	$ 39,970.16	
hdilillo	26126	26126	09/16/2021	10/20/21	4	3117045	$ 69,882.32	
hdilillo	26125	26125	09/16/2021	10/20/21	3	3117045	$ 55,234.27	
hdilillo	26124	26124	09/16/2021	10/20/21	2	3117045	$ 20,405.97	
hdilillo	26123	26123	09/16/2021	10/20/21	1	3117045	$ 16,078.95	$ 293,100.43
hdilillo	17775	17775	07/15/2021	08/18/21	6	3114577	$ 74,314.60	
hdilillo	17774	17774	07/15/2021	08/18/21	5	3114577	$ 41,528.16	
hdilillo	17773	17773	07/15/2021	08/18/21	4	3114577	$ 46,655.64	
hdilillo	17772	17772	07/15/2021	08/18/21	3	3114577	$ 72,760.47	
hdilillo	17771	17771	07/15/2021	08/18/21	2	3114577	$ 25,424.46	
hdilillo	17770	17770	07/15/2021	08/18/21	1	3114577	$ 19,294.74	$ 279,978.07
hdilillo	15054	15054	06/28/2021	07/28/21	6	3113770	$ 73,150.82	
hdilillo	15053	15053	06/28/2021	07/28/21	5	3113770	$ 42,340.88	
hdilillo	15052	15052	06/28/2021	07/28/21	4	3113770	$ 50,589.84	
hdilillo	15051	15051	06/28/2021	07/28/21	3	3113770	$ 74,187.95	
hdilillo	15050	15050	06/28/2021	07/28/21	2	3113770	$ 25,258.61	
hdilillo	15047	15047	06/28/2021	07/28/21	1	3113770	$ 20,009.36	$ 285,537.46
hdilillo	8701	8701	05/17/2021	06/16/21	6	3111773	$ 65,503.47	
hdilillo	8700	8700	05/17/2021	06/16/21	5	3111773	$ 31,898.16	
hdilillo	8699	8699	05/17/2021	06/16/21	4	3111773	$ 41,773.32	
hdilillo	8697	8697	05/17/2021	06/16/21	3	3111773	$ 64,646.61	
hdilillo	8694	8694	05/17/2021	06/16/21	2	3111773	$ 23,015.06	
hdilillo	8691	8691	05/17/2021	06/16/21	1	3111773	$ 17,458.19	$ 244,294.81
hdilillo	5714	5714	04/26/2021	05/26/21	6	3110834	$ 85,310.31	
hdilillo	5713	5713	04/26/2021	05/26/21	5	3110834	$ 44,794.96	
hdilillo	5712	5712	04/26/2021	05/26/21	4	3110834	$ 59,199.84	
hdilillo	5710	5710	04/26/2021	05/26/21	3	3110834	$ 84,716.26	

Albany County DCYF
2021 Transporation Payments

Clerk	Document	Invoice	Inv Date	Warrant	Zone	Check #	Amount	Monthly Total
hdilillo	5707	5707	04/26/2021	05/26/21	2	3110834	$ 25,259.53	
hdilillo	5706	5706	04/26/2021	05/26/21	1	3110834	$ 24,079.39	$ 323,360.29
hdilillo	56605	56605	03/17/2021	04/14/21	6	3109061	$ 53,434.53	
hdilillo	56604	56604	03/17/2021	04/14/21	5	3109061	$ 21,645.44	
hdilillo	56603	56603	03/17/2021	04/14/21	4	3109061	$ 36,192.40	
hdilillo	56602	56602	03/17/2021	04/14/21	3	3109061	$ 46,684.14	
hdilillo	56601	56601	03/17/2021	04/14/21	2	3109061	$ 15,472.24	
hdilillo	56600	56600	03/17/2021	04/14/21	1	3109061	$ 18,644.74	$ 192,073.49
hdilillo	54273	54273	03/02/2021	03/31/21	6	3108513	$ 69,509.92	
hdilillo	54264	54264	03/02/2021	03/31/21	5	3108513	$ 22,986.48	
hdilillo	54260	54260	03/02/2021	03/31/21	4	3108513	$ 43,630.80	
hdilillo	54251	54251	03/02/2021	03/31/21	3	3108513	$ 54,742.46	
hdilillo	54248	54248	03/02/2021	03/31/21	2	3108513	$ 20,523.04	
hdilillo	54240	54240	03/02/2021	03/31/21	1	3108513	$ 23,547.08	$ 234,939.78
							$ 3,181,418.67	$ 3,181,418.67

RESOLUTION NO. 202

AUTHORIZING AN AGREEMENT REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS

Introduced: 7/12/21
By Social Services Committee:

WHEREAS, The Department for Children, Youth and Families is required to provide appropriate transportation services for children who have been evaluated and found to have special needs related to special education and therapy programs assigned by school district-based committees, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Rejha Group LLC regarding transportation of children with special needs to education and therapy programs in all six transportation zones for the term commencing September 1, 2021 and ending August 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Rejha Group LLC, Albany, NY 12205 regarding transportation of children with special needs to education and therapy programs for the term commencing September 1, 2021 and ending August 31, 2022, for the following six district transportation zones:

Zone #1 Not to exceed $539,306	Zone #4 Not to exceed $1,001,466
Zone #2 Not to exceed $417,540	Zone #5 Not to exceed $562,926
Zone #3 Not to exceed $896,202	Zone #6 Not to exceed $1,213,875

and, be it further

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

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

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

June 1, 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 amend prior Legislation for Contractual Agreements with Foster Care Agencies with revised language from the New York State Office of Children and Family Services reflecting requirements contained in the Family First Prevention Services Act.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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

File #: TMP-3364, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Amendment of Resolution 387 of 2020 for Authorization of Foster Care contracts, to incorporate revisions made by the New York State Office of Children and Family Services (NYSOCFS) in the NYSOCFS model contract for the purchase of Foster Care Services

Date:	June 1, 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 Agencies
Please see attached Justification

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

Amount/Raise Schedule/Fee:
Scope of Services: Foster Care 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: NYS Social Services Law 3714 and 383 Family Court Act 1051, 352.2 and 756 and The Family First Prevention Services Act

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

County Budget Accounts:
Revenue Account and Line: AA 6119 3619/3661 AA6110 4619/3609/4615
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: AA 6119 44405 AA6110 44046
Appropriation Amount:

Source of Funding - (Percentages)
Federal: 50
State: 25
County: 25
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/29/2021 - 12/31/2022
Length of Contract: 15 Months

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-245, 20-387
Date of Adoption: 8/9/21, 11/9/20

Justification: (state briefly why legislative action is requested)
Please see attached

Department for Children, Youth and Families

Amendment of Resolution 387 of 2020 for Authorization of Foster Care contracts, to incoporate revisions made by the New York State Office of Children and Family Services (NYSOCFS) in the NYSOCFS model contract for the purchase of Foster Care Services

The Department for Children, Youth and Families respectfully requests Legislative authorization to amend the Foster Care Contract with revisions made to the New York State Office of Children and Family Services (OCFS) model contract for the purchase of foster care services. The revisions made to the model contract for the purchase of foster care services reflect requirements contained in the Family First Prevention Services Act (FFPSA), P.L. 115-123 signed into law on February 9, 2018 and in effect for the State of New York on September 29, 2021. This amended contract will be in effect for the period of September 29, 2021 – December 31, 2022.

New York State Office of Children and Family Services issued an Administrative Directive (22-OCFS-ADM-07) on August 30, 2021, with revisions made to the OCFS model contract for Foster Care with modifications that include revisions to the Raise The Age language, as well as the use of new terminology consistent with the FFPSA, such as defining the requirements for the terms "Qualified Residential Treatment Program (QRTP), Qualified Individual (QI), and Supervised Setting" used throughout the model contract.

New York State Office of Children and Family Services also issued an Administrative Directive (22-OCFS-ADM-07) on March 24, 2022. In order to advise local departments of social services (LDSS) and voluntary authorized agencies (VA) of the New York State Office of Children and Family Services (OCFS) requirements related to the mandatory provision of aftercare services to children discharged from qualified residential treatment programs (QRTP) or EMPOWER QRTP exception programs (EMPOWER) licensed by OCFS under the federal Family First Preventive Services Act (FFPSA) and New York State regulations.

Voluntary Agencies who operate a Qualified Residential Treatment Program (QRTP) and EMPOWER Programs are to include Aftercare Services. Albany County is responsible for payment to the Voluntary Agency in the amount of $52.00 per day for each child admitted to QRTP and EMPOWER programs.

Effective September 29, 2021, voluntary agencies operating a QRTP or EMPOWER must offer and directly provide, or contract for the provision of, aftercare services during a youth's placement in the QRTP or EMPOWER including discharge planning and family-based aftercare. Once a youth steps down from their QRTP or EMPOWER placement to a foster family home or is discharged from foster care, the aftercare services must extend for at least six months from step down from the QRTP or EMPOWER placement or discharge from foster care. Aftercare services can be provided for longer than six months and should be continued so long as the services are appropriate.

Albany County is requiring agencies to submit the discharge plan to the Department prior to discharge from foster care and must include the following:

- Measurable discharge goals approved by the treatment team including but not limited to:
    - Aftercare goals based on the youth's progress thus far and the identified needs once discharged from the QRTP or EMPOWER
    - A goal that describes the youth's educational or vocational needs and how this goal will be supported post-discharge from the program

List of Approved Qualified Residential Treatment Programs

Abbott House
Access: Supports for Living, Inc.
Astor Services for Children and Families
AWIXA
Baker Hall DBA OLV Human Services
Berkshire Farm Center&Svs for Youth
Catholic Guardian Services
Child and Family Services of Erie
Children's Home of Poughkeepsie, N.Y. (The)
Children's Home of Wyoming Conf.
Children's Village (The)
Elmcrest Children's Ctr
Gateway-Longview, Inc.
Glove House
Good Shepherd Svs
Green Chimneys Children's Svs
Heartshare St. Vincent's
Hillside Children's Center
Homespace Corp.
Hope for Youth
House of the Good Shepherd
Jewish Bd. of Fam&Children Svs
Jewish Child Care Assn. of NY
Julia Dyckman Andrus Mem
LaSalle School
Lincoln Hall
Little Flower Children Svs of NY
Long Island Adol&Fam Svs
Martin DePorres Youth and Family Services Inc.
MercyFirst
Ministry For Hope, Inc.
New Directions Youth&Family Svs
Northeast Parent&Child Society
Parsons Child&Fam Center
Rising Ground
Saint Anne Inst.
Saint Christopher, Inc.
SCO Family of Services
Sheltering Arms Children & Family Services
St. Catherine's Center for Children
St. John's Residence for Boys
Timothy Hill Childrens Ranch
VanderheydenHall
Villa of Hope
William George Agency for Children's Services

NEW YORK STATE | Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Administrative Directive

Transmittal:	21-OCFS-ADM-20
To:	Commissioners of Social Services Executive Directors of Voluntary Authorized Agencies
Issuing Division/Office:	Division of Child Welfare and Community Services
Date:	August 30, 2021
Subject:	**Revised Model Contract for Purchase of Foster Care Services**
Suggested Distribution:	Directors of Social Services Foster Care Supervisors Child Care Supervisors Legal Staff Out of State Voluntary Agencies Foster Care Supervisors
Contact Person(s):	See Section V Contacts on page 3.
Attachments:	*Agreement for Purchase of Foster Care for Children* with attachments, Appendix A; Appendix B; Appendix C; Schedule A; Schedule B; and Schedule C

Filing References

Previous ADMs/INFs	Releases Cancelled	NYS Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
	15-OCFS-ADM-14 and 18-OCFS-ADM-24	18 NYCRR 405.3(d), 427.2, 428.3, and Part 439.	Family First Prevention Services Act (P.L. 115-123); SSL §§371(22), 378-a & 409-h; Part L of Chapter 56 of the Laws of 2021		

I. Purpose

The purpose of this Administrative Directive (ADM) is to notify local departments of social services (LDSSs) and voluntary authorized agencies (VAs) of the most recent revisions made to the New York State Office of Children and Family Services (OCFS) model contract

for the purchase of foster care services. The revised model contract for the purchase of foster care services outlined in this ADM replaces the model contract issued in 15-OCFS-ADM-14 and cancels that ADM.

II. Background

The revisions made to the model contract for the purchase of foster care services reflect requirements contained in the Family First Prevention Services Act (FFPSA), P.L. 115-123 signed into law on February 9, 2018 and in effect for the State of New York on September 29, 2021.

OCFS regulation 18 NYCRR 405.3(d) states that the model contract for local purchase of services developed by OCFS must be used by LDSSs. The model contract can be modified to cover additional details or to reflect in greater detail the specifications and terms under which payment will be made for services rendered. The terms "LDSS" and "VA," as used in this ADM, are synonymous with the terms "department" and "agency," respectively, in the model contract.

III. Summary of Modifications

Detailed below are the revisions to the model contract:

Raise the Age

- All raise the age programs are part of the normal course of business for agencies that continue to operate such programs, and given funding structure changes, the agencies no longer have contractual relationships with "Anchor Counties" that provided vital pass-through services to allow for the previous funding arrangement. Therefore, all references to said agreements have been removed from the revised model contract issued by this release.

Child Care Review Service (CCRS)

- All references to CCRS have been removed as these functions are now incorporated into CONNECTIONS.

Use of New Terminology Consistent with FFPSA

- The terms Qualified Residential Treatment Program (QRTP), Qualified Individual (QI), and Supervised Setting are three new terms defined and used throughout the Model Contract.

Pages 1-8

- Adds definitions of After Care, Qualified Individual, Qualified Residential Treatment Program, Supervised Setting and Support Team. Also amends definition of Foster Care of Children and Foster Child. Amends the definition of Permanency Hearing Report to include relevant, mandatory information relative to QRTP placements

Page 16

- Adds the subsection Documentation of Child Placed in a QRTP, noting the requirements set forth in 18 NYCRR 428.3(b)

Page 20 - 21

- Amends the section STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT
  - Subsection 2: Necessity and Appropriateness of Placement to comport with the standards set forth in 42 USC §§672 and 675a, New York's Title IV-E State Plan, section 409-h of the Social Services Law and OCFS regulations and policies
  - Subsection 3: Continued Necessity and Appropriateness of Placement to comport with 42 USC §675a, New York's Title IV-E State Plan, New York statute, 18 NYCRR 428.3(b) and OCFS policies

Page 30

- Amends Intake standards applicable to placements in a QRTP.

Page 37

- Added subsection 20 After Care/QRTP Placement to Section H identifying the mandate for QRTPs to provide a minimum of six months of after care following the discharge of the child from foster care or stepping down to a lower level of care.

Schedule C

- Added the activity of conducting the 30-day assessment of a child placed in a QRTP.

IV. Required Action

LDSSs must modify their foster care services and maintenance agreement to follow the revised model contract for the purchase of foster care services.

V. Contacts

Any questions concerning this release should be directed to the appropriate regional office, Division of Child Welfare and Community Services:

Buffalo Regional Office – Amanda Darling (716) 847-3145
Amanda.Darling@ocfs.ny.gov
Rochester Regional Office – Chris Bruno (585) 238-8201
Christopher.Bruno@ocfs.ny.gov
Syracuse Regional Office – Sara Simon (315) 423-1200
Sara.Simon@ocfs.ny.gov
Albany Regional Office – John Lockwood (518) 486-7078
John.Lockwood@ocfs.ny.gov
Westchester Regional Office – Sheletha Chang (845) 708-2499
Sheletha.Chang@ocfs.ny.gov
New York City Regional Office – Ronni Fuchs (212) 383-2427
Ronni.Fuchs@ocfs.ny.gov
Native American Services – Heather LaForme (716) 847-3123
Heather.LaForme@ocfs.ny.gov

NEW YORK STATE | Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Administrative Directive

Transmittal:	22-OCFS-ADM-07
To:	Local Departments of Social Services Commissioners Executive Directors of Voluntary Authorized Agencies
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Youth Development and Partnerships for Success
Date:	March 22, 2022
Subject:	**Provision of Aftercare in Qualified Residential Treatment Programs and EMPOWER Programs**
Suggested Distribution:	Directors of Local Departments of Social Services Executive Directors of Voluntary Authorized Agencies LDSS Fiscal Directors WMS Data Entry Staff
Contact Person(s):	Section VI
Attachments:	None

Filing References

Previous ADMs/INFs	Releases Cancelled	NYS Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
21-OCFS-ADM-04; 21-OCFS-ADM 19; 21-OCFS-ADM 20; 22-OCFS-ADM-02		Title 18§§ 439.4, 439.6 , 440.4 and 441.2	Family First Prevention Services Act (FFPSA) (P.L. 115-123); 42 USC §672(k); and SSL 409-h		

I. Purpose

The purpose of this Administrative Directive (ADM) is to advise local departments of social services (LDSS) and voluntary authorized agencies (VA) of the New York State Office of Children and Family Services (OCFS) requirements related to the mandatory provision of aftercare services to children discharged from qualified residential treatment programs (QRTP) or EMPOWER QRTP exception programs (EMPOWER) licensed by OCFS under the federal Family First Preventive Services Act (FFPSA) and New York State regulations.

II. Background

FFPSA, enacted on February 9, 2018, made significant changes to Title IV-E of the Social Security Act with the intent of prioritizing family-based foster care over residential care by limiting federal

reimbursement for certain congregate care placements. Additionally, FFPSA promotes interventions that keep youth safe with their parents/caretakers or, if necessary and whenever possible, with relatives or others in their community.

The intent of FFPSA is to promote a higher quality of care toward an identified treatment outcome in congregate settings that focuses on the child and the child's family. The goal is to reduce lengths of stay and prevent reoccurrence of placement. A component of the higher quality of care of a QRTP or EMPOWER includes the mandatory offering and provision of in-facility aftercare services during the youth's placement and post-discharge aftercare services for at least six months after discharge from the QRTP or EMPOWER.

III. Program Implications

Effective September 29, 2021, agencies operating a QRTP or EMPOWER must offer and directly provide, or contract for the provision of, aftercare services during a youth's placement in the QRTP or EMPOWER including discharge planning and family-based aftercare. Once a youth steps down from their QRTP or EMPOWER placement to a foster family home or is discharged from foster care, the aftercare services must extend for at least six months from step down from the QRTP or EMPOWER placement or discharge from foster care. Aftercare services can be provided for longer than six months and should be continued so long as the services are appropriate. Aftercare services end upon the direction of the LDSS caseworker or, in New York City (NYC), when the VA with case management responsibilities directs aftercare services to end. Services may continue beyond the youth's 21st birthday.[1]

Discharge planning and associated aftercare services planning must begin within 72 hours of the youth's entry into a QRTP or EMPOWER placement. Goals related to discharge and aftercare must be developed and presented in the first support plan and in every subsequent support plan thereafter while in the QRTP or EMPOWER placement. The goal(s) should be accompanied by clear objectives that are measurable and may change throughout the youth's placement at the QRTP or EMPOWER to reflect progress toward achieving the goals.

The QRTP or EMPOWER placement program is responsible for providing (or coordinating the provision of) appropriate aftercare services as identified in the support plan to the youth upon discharge or step-down to a foster home. The QRTP or EMPOWER, in partnership with the LDSS, can utilize an array of aftercare services that best meet the individual needs of the youth. These services must include, at a minimum:

- Casework contacts consisting of at least two face-to-face contacts per month with the youth
  - At least one of these contacts must include the family or permanency resource for the youth
  - For youth 18 years or older, face-to-face contacts may be conducted via video call if the youth, VA, and LDSS agree to such an arrangement and the youth has the necessary technology to allow for such communications.
- Meetings with the permanency team, including the family, no less than twice during the aftercare period, including once no less than 30 days prior to cessation of aftercare activities
- All services identified in the last support plan prepared by the QRTP or EMPOWER placement

[1] OCFS regulation 18 NYCRR 440.4(j) requires EMPOWER programs to provide aftercare to youth and families as required by OCFS.

- Positive youth development supports, including but not limited to:
  - Information concerning the extracurricular activities the youth enjoys and has been connected with while in the program
  - Information concerning activities that support the youth's well-being they were connected with while in the program

- Where appropriate:
  - Names, addresses, and telephone numbers for all county staff or other involved jurisdictions
  - List of local community resources that may benefit the family post-discharge from the program (after-school programs, support groups, food banks, etc.)

Aftercare services must be offered to each youth and provided to participating youth for a minimum of six months post-discharge or step-down. OCFS recommends agencies continue to utilize the support plan model to document the progress of the youth during this period and to align the various supports/programs under one plan:

- Each aftercare goal should align with a skill necessary for the youth to be successful as part of their family and community.
- Each goal should have accompanying objectives, which provide measurable outcomes/expectations for the youth to achieve prior to aftercare services being ended.
  - Each objective should also note who/which provider will be assisting the youth in achieving said goal. This can include family, service providers, educators, etc., but must be coordinated in the aftercare support plan.
- Post-discharge aftercare contacts with youth that are not held face-to-face must take into consideration the routine, lifestyle, and preferences of the youth in determining when and how they will be conducted. This may include communication that occurs outside of regular business hours and/or on social media platforms that the youth feels comfortable using. The method of non-in-person aftercare support contacts must be discussed and agreed upon with the youth before the first contact occurs.

There is no requirement that a youth participate in aftercare services, but the aftercare provider must exercise and document due diligence to attempt to involve the youth in their aftercare services, documenting any lack of engagement/participation in the youth's case record. If the youth refuses to engage in these services after four unsuccessful contacts, the VA must advise the LDSS of the youth's refusal to participate. The support team must then meet to discuss the most appropriate course of action to engage this youth. If the youth continues to refuse to engage, the VA may cease their efforts upon approval of the LDSS and documentation of such in the case record.

IV. Required Action

Aftercare services are required to be offered to youth during their stay and for no less than six months post-discharge or step-down from the QRTP or EMPOWER placement. Aftercare consists of two periods of activities: 1) in-facility discharge and aftercare planning during the placement in the QRTP or EMPOWER and 2) aftercare services, which are generally community-based and support the youth's ongoing reintegration into their home community. A family services case must remain open during the course of aftercare services provision. These services include but are not exclusive to education and vocational, physical and behavioral health, and positive youth development activities.

Expectations for in-facility discharge and aftercare planning include the following:

- Discharge planning begins within 72 hours of placement
- Creation of the youth's discharge plan in conjunction with the youth's permanency team
- Face-to-face meetings with the youth at least twice per month
  - At a minimum, one of these meetings must include the family/discharge resource.
- Assessment of the needs of the youth's family and referrals to community resources as needed.
- Facilitation of permanency/support team meetings no less than monthly with key members of the agency staff, the youth, the youth's family, and other community resource members.

Expectations for post-discharge aftercare services include the following:

- Providing and/or facilitating the services identified in the final support plan (discharge plan)
- Engagement in the community upon program discharge from residential care to maintain successful transition to home and community or, in the case of a step-down, engagement with the program receiving the youth
- Identifying positive youth development and vocational resources for youth in the home community
- Establishing a network of Supervised Setting Programs (SSPs)[2], when needed, to move youth with permanency issues to a lower level of care to transition into the community
- Expediting youth transition into educational or vocational programs as appropriate

Aftercare services shall continue post-discharge or step-down from the QRTP or EMPOWER placement for at least six months and thereafter until the LDSS or, in cases where the VA is responsible for case management, the VA recommend the services cease. The case worker must document the cessation of aftercare services in CONNECTIONS.

V. Systems Implications

VA Billing for Aftercare Services

Each QRTP or EMPOWER is issued an aftercare per diem rate (AFR) of $52.00 to fund services in-facility and post-discharge or step-down from the program. The rate is billable for each day the youth is in care in the QRTP or EMPOWER, as well as for each day the youth is participating in aftercare services continuing until the LDSS directs the VA to cease activities (Not to be less than six months unless otherwise directed). In NYC, the VA having case management responsibilities directs when the aftercare activities cease (Not to be less than six months from discharge or step-down unless otherwise directed). Services can continue past the youth's 21st birthday.

LDSS Authorization, Payment and Claiming

Aftercare services are authorized in the Welfare Management System (WMS) with a Direct Services (DIR) type of 48-Aftercare and Purchase of Service (POS) Type 48 – Aftercare. When authorizing POS 48 for a youth with 04-EAF Eligibility, a Direct Service type of 25 – Preventive Mandated must also be authorized along with DIR 48.

NOTE: WMS does not allow POS 48 lines to be authorized for service dates after the youths 21st birthday. These payments will need to be made outside of WMS and BICS. Only RTA eligible youth's

[2] SSPs include Community-Sites, College-Owned Housing, and Supervised Independent Living Programs. See 22-OCFS-ADM-02.

RESOLUTION NO. 387

AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS

Introduced: 11/9/20
By Social Services Committee

WHEREAS, The Commissioner of the Department for Children, Youth and Families has recommended that the County enter into two-year agreements with foster care agencies for children whose care has become the responsibility of Albany County, and

WHEREAS, Consideration for the services rendered by the agencies is in the form of a rate established by the New York State Department of Children and Family Services as a maximum per diem reimbursement per child, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into two-year agreements with the agencies set forth in the "Foster Care Agency" list annexed hereto at rates determined by New York State with notice to the County for a term commencing January 1, 2021 and ending December 31, 2022, 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.

Foster Care Agency	Address
Abbot House	100 North Broadway Irvington NY 10533
Astor House	6339 Mill Street Rhinebeck NY 12572
Awixa Home of Long Island	199 Benton Place Bayshore NY 11706
Baker Victory Services	780 Ridge Road Lackawanna NY 14212
Becket Family of Services	PO Box 299 Pike NH 03780
Bennington School, Inc.	192 Fairview Street Bennington VT 05201
Berkshire Farm Center & Services	13640 Route 22 Canaan NY 12029
Cardinal McCloskey	115 E. Sevens Ave, Site LL5 Valhalla, NY 10595
Catholic Charities of Saratoga Warren and Washington (Donovan House)	142 Regent Street Saratoga Springs NY 12866
Cattaraugus Co DSS	1 Leo Moss Dr #600 Olean NY 14760
Cayuga Centers	101 Hamilton Avenue Auburn NY 13021
Cayuga Co DSS	160 Genesee Street Auburn NY 13021
Charlton School	PO Box 47 Burnt Hills NY 12027
Chautauqua Co DSS	7N Erie Street Mayville NY 14757
Chemung Co DSS	425 Pennsylvania Ave Elmira NY 14904
Chenango Co DSS	PO Box 590 5 Court Street Norwich NY 13815
Children's Aid Society	711 Third Ave., Suite 700 New York, NY 10017
Children's Home of Poughkeepsie	10 Children's Way Poughkeepsie, NY 12601
Children's Village	One Echo Hills Dobbs Ferry, NY 10522
Children's Home Of Jefferson County	1704 State Street Watertown NY 13601
Children's Home of Kingston	26 Grove Street Kingston NY 12401
Children's Home of Wyoming Conf.	1182 Chenango Street Binghamton NY 13091
Clinton Co DSS	13 Durkee Street Plattsburgh NY 12901
Community Maternity Services	27 North Main Avenue Albany NY 12203
Cornell Abraxas Group, Inc.	2840 Liberty Avenue, 3rd floor, Pittsburgh PA 15222
Cortland Co DSS	60 Central Avenue Cortland NY 13045-5590
Dare Family Services	265 Medford Street Somerville MA 02143
Delaware Co DSS	111 Main Street Delhi NY 13753
Devereaux Center	Route 9 Box 40 Red Hook NY 12571
Dutchess Co	60 Market Street Poughkeepsie NY 12061
Easter Seals	200 Zachary Road Manchester NH 03109
Eckerd Youth Alternative, Inc.	100 North Starcrest Drive, PO Box 7450, Clearwater FL 33785
Elmcrest Children's Center	960 Salt Springs Road Syracuse, NY 13224
Equinox, Inc.	95 Central Avenue Albany NY 12206
Erie Co DSS	478 Main Street Buffalo NY 14202
Forestdale, Inc	67-35 112th St. Forest Hills, NY 11375
Franklin Co DSS	184 Finney Boulevard Ste 123 Malone NY 12953
Fulton Co DSS	PO Box 549 4 Daisy Lane Johnstown NY 12095
Gateway- Longview, Inc	10 Symphony Circle Ste 1 Buffalo, NY 14201
Genesee Co DSS	5130 E. Main Street Batavia NY 14020
Glove House	220 Franklin St. Elmira, NY 14904

Graham Windham	1 Pierrepont Plaza, Suite 901 Brooklyn, NY 11201
Green Chimneys	400 Doansburg Road Brewster NY 10509
Greene Co DSS	411 Main Street Suite 238 Catskill NY 12414
Hamilton Co DSS	PO Box 725 White Birch Lane Indian Lake NY 12842-0725
Harmony Heights	P.O. Box 569 Oyster Bay, NY
Heartshare /Saint Vincent's	66 Boerum Place Brooklyn, NY 11201
Herkimer Co DSS	301 N. Washington St., Ste 2110 Herkimer NY 13350
Hillcrest Education Center	PO Box 4699 Pittsfield MA 02120
Hillside Family of Agencies	1183 Monroe Avenue Rochester NY 14620
Hope for Youth	201 Dixon Ave. Amityville, NY 11701
House of Good Shepherd	1550 Champlin Avenue Utica NY 13502
Inflight, Inc.	116 South Road Germantown NY 12526
Jefferson Co DSS	250 Arsenal Street Waterown NY 13601
Jewish Board of Family & Children Svcs	135 West 50th St. New York, NY 10020
Jewish Child Care Assoc of New York	858 E. 29th Street Brooklyn, NY 11210
KidLink (aka Keystone)	1110 Westwood Place, Suite 100, Brentwood TN 37027
KidsPeace Children's Hospital	4087 Independence Drive Schnecksville PA 18078
KidsPeace National Centers	4086 Independence Drive Schnecksville PA 18078
KidsPeace National Centers of N.A.	4085 Independence Drive Schnecksville PA 18078
Lake Grove at Maple Valley, Inc.	6 Farley Road Wendell MA 01379
Lakeview Neuro-Rehabilitation Ctr	101 Highwatch Road Effingham Falls NH 03814
Lasalle School	391 Western Avenue Albany NY 12203
Leake and Watts Services	463 Hawthorne Ave. Yonkers, NY 10705
Lewis Co DSS	PO Box 193 527 Outer Stowe St. Lowville NY 13367
Lincoln Hall	PO Box 600, Route 202, Lincolndale NY 10522
Little Flower Children Services	186 Joralemon St. Brooklyn, NY 11201-4326
Livingston Co DSS	1 Murray Hill Dr Mt. Morris NY 14510
Lutheran Social Services	Gustavus Adolphus 200 Gustavus Ave Jamestown, NY 14701
Madison Co DSS	North Court Street Bldg1 PO Box 637 Wampsville NY 13163
Mental Health Assoc of Ulster County	PO Box 2304 Kingston NY 12402
Mercy First	525 Convent Road Syosset, NY 11791
Monroe Co. DSS	691 St. Paul Street #1 Rochester NY 14605
Montgomery Co DSS	PO Box 745 County Office Building Fonda NY 12068-0745
Mountain Lake	50 Riverside Drive Lake Placid NY 12946
Nassau County	60 Charles Lindbergh Boulevard, Ste 160, Uniondale NY 11553
New Directions Youth and Family Svcs	356 Main Street Randolph NY 14772
New Hope Treatment Centers	7515 Northside Drive, Suite 200, North Charleston SC 29420
Niagara Co DSS	20 East Ave Lockport NY 14094
North American Family Institute/NAFI	26 Howley Street Peabody MA 01960
NAFI Connecticut, Inc.	20 Batterson Park Rd., Ste 300
Northeast Ctr for Youth and Families	203 East Street Easthampton MA 01027
Northeast Parent & Child Society	120 Park Avenue Schenectady NY 12304
Northern Rivers/Northeast	20 Batterson Park Rd., Ste 300 Farmington CT 06032

Onondaga Co DSS	421 Montgomery Street Syracuse NY 13202
Ontario Co. DSS	3010 County Complex Dr Canandaigua NY 14424
Orange Co DSS	Box Z 11 Quarry Rd Goshen NY 10924
Orleans Co. DSS	14016 NY -31 Albion NY 14411
Oswego Co DSS	100 Spring Street PO Box 1320 Mexico NY 13144
Otsego Co DSS	197 Main Street Cooperstown NY 13326
Parson's Child & Family Center	60 Academy Road Albany NY 12208
Putnam Co DSS	110 Old Route Six Center Carmel NY 10512
Rehabilitation Support Services	2113 Western Avenue Guilderland NY 12084
Rensselaer County DSS	127 Bloomingrove Drive Troy NY 12180
Rockland Co DSS	50 Sanitorium Rd Building L Pomona NY 10970
Saratoga County DSS	152 West High Street Ballston Spa NY 12020
Schenectady County DSS	797 Broadway Schenectady NY 12308
Schoharie Co DSS	PO Box 687 Schoharie NY 12157
Schuyler Co DSS	323 Owego Street #5 Montour NY 14865
SCO Family of Services	1 Alexander Pl. Glen Cove, NY 11542
Seneca Co DSS	1 Dipronio Dr. Waterloo NY 13165
Snell Farm Children's Center	7320 Snell Hill Road Bath, NY 14810
St. Anne's Institution	160 North Main Avenue Albany NY 12206
St. Catherine's Center	40 North Main Avenue Albany NY 12203
St. Christopher's, Inc.	71 South Broadway Dobbs Ferry NY 10522
St. John Bosco Child & Family Svcs	PO Box 349, 233 Birch Road, Wallkill NY 12589
Stetson School	454 So. Street, PO Box 309, Barre MA 01005
Steuben Co DSS	3 Pulteney Square E. Bath NY 14810
Sullivan Co DSS	Family Services Box 231 16 Community Lane Liberty NY 12754
Summit Children's Residence	339 N. Broadway Nyack, NY 10960
The Stevens School	24 Main Street Swansea MA 02777
Timothy Hill Children's Ranch	298 Middle Rd. Riverhead, NY 11901
Tioga Co DSS	PO Bpx 240 Owego NY 13827
Tompkins Co DSS	320 W Martin Luther King Jr. State Street Ithaca NY 14850
Toomey Residential	1654 W. Onondaga St. Syracuse, NY 13204
Transitional Services Assoc, Inc.	57 Kirby Road Saratoga Spings NY 12866
Ulster Co DSS	1061 Development Court Kingston NY 12401-1959
Vanderhyden Hall	PO Box 218 Wynantskill NY 12198
Villa of Hope (aka St. Joseph's Villa)	3300 Dewey Avenue Rochester NY 14616
Warren County DSS	Human Services 1340 State Route 9 Lake George NY 12845
Wayne Co DSS	77 Water Street Lyons NY 14489
Westchester Co DSS	County Office Bldg #2 112 East Post Rd White Plains NY 10601
Whitney Academy	10 Middleboro Road East Freetown MA 02717
William George Agency	380 Freeville Road Freeville NY 13068
Wyomimg Co DSS	466 N. Main Street Warsaw NY 14569
Yates Co DSS	417 Liberty Street #2122 Penn Yan, NY 14527
Yonkers Residential Center, Inc.	317 S. Broadway Yonkers NY 10705

RESOLUTION NO. 245

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

Introduced: 8/9/21
By Social Services Committee:

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

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

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

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

now, therefore be it

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

June 1, 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 Family Peer Advocates Program 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 May 1, 2022 to April 30, 2023 is $120,000.

The program is intended to develop and operate coordinated programs of community-based family support and family preservation 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,

Moira Manning, LCSW-R
Commissioner

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

File #: TMP-3367, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization of Grant Acceptance from NYSOCFS for the funding of Family Peer Advocates and to Amend the ACDCYF 2022 Adopted Budget

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Date:	June 1, 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) Accept Grant Funding

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel

☐ Personnel Non-Individual
☒ Revenue

Increase Account/Line No.: AA6119 03661 $120,000.00
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: $120,000.00
Scope of Services: Family Peer Advocates

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 03661
Revenue Amount: $120,000.00

Appropriation Account and Line: AA6119 4046
Appropriation Amount: $120,000.00

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) 5/1/22 to 4/30/23
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.
Date of Adoption: 4/12/21

Justification: (state briefly why legislative action is requested)
Please See Attached

Department for Children, Youth and Families

Amend the 2022 budget to accept funding from the Office of Children and Family Services for a Family Peer Advocate to be member of the Mobile Response Team

The Department respectfully requests Legislative authorization to amend the 2022 budget to accept funding from the Office of Children and Family Services for a Family Peer Advocate for Family First Mobile Response van in the amount of $120,000. The Department will be issuing an RFP for the Family Peer Advocate services.

The New York State Office of Children and Family Services (OCFS) has identified mobile response units as a strategy to develop and operate coordinated programs of community-based family support and family preservation services. These services are intended to prevent child maltreatment among families at risk, assure children's safety within the home, and preserve integrity of the family unit in which children have been maltreated, when the family's needs can be safely addressed effectively in the home. OCFS has identified to build and effective and responsive team for the mobile response vans, Family Peer Advocates (FPAs) have been identified as integral members of the mobile response teams.

OCFS has leveraged Federal Child Abuse Prevention and Treatment Act (CAPTA) for funding. CAPTA funds are geared towards support and improvement of state child protective services (CPS) systems. Applicable areas identified for the use of these funds include case management and delivery of services provided to children and families, and developing and enhancing the capacity of community-based programs to integrate shared leadership strategies between parents and professionals to prevent and treat child abuse and neglect at the neighborhood level. It is within this space that the inclusion of FPAs bridges the work of child welfare professionals and parental representation, advocacy, and efficacy.

The value FPAs will bring to the mobile response teams has been recognized by OCFS. FPAs are trained and credentialed individuals with lived experience navigating specific systems. FPAs assist parents coping with crises such as a child protective services (CPS) investigations or family separation by providing empathic understanding from individuals who have faced similar circumstances. FPAs can mentor and cultivate a parent's confidence in system literacy, understanding of parental rights, service navigation, and advocacy to local departments of social services (LDSSs), provider agencies, the court system and other system actors. The supportive and trusting relationship between a parent and their advocate can help educate the parent to navigate the system and access the tools they need to hold self-determination for their families throughout the process.

NEW YORK STATE | Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

May 24, 2022

Dear Commissioners:

As you are aware, the New York State Office of Children and Family Services (OCFS) has identified mobile response units as a strategy to develop and operate coordinated programs of community-based family support and family preservation services. These services are intended to prevent child maltreatment among families at risk, assure children's safety within the home, and preserve integrity of the family unit in which children have been maltreated, when the family's needs can be safely addressed effectively in the home. As we've discussed in our monthly collaboratives, to build the most effective and responsive team for the mobile response vans, Family Peer Advocates (FPAs) have been identified as integral members of the mobile response teams. This letter provides specific instructions and guidance on the availability of funds to support the inclusion of FPAs as part of the mobile response teams.

OCFS will leverage Federal Child Abuse Prevention and Treatment Act (CAPTA) for funding. CAPTA funds are geared towards support and improvement of state child protective services (CPS) systems. Applicable areas identified for the use of these funds include case management and delivery of services provided to children and families, and developing and enhancing the capacity of community-based programs to integrate shared leadership strategies between parents and professionals to prevent and treat child abuse and neglect at the neighborhood level. It is within this space that the inclusion of FPAs bridges the work of child welfare professionals and parental representation, advocacy, and efficacy.

We certainly recognize the value FPAs will bring to the mobile response teams. They are trained and credentialed individuals with lived experience navigating specific systems. FPAs assist parents coping with crises such as a child protective services (CPS) investigations or family separation by providing empathic understanding from individuals who have faced similar circumstances. FPAs can mentor and cultivate a parent's confidence in system literacy, understanding of parental rights, service navigation, and advocacy to local departments of social services (LDSSs), provider agencies, the court system and other system actors. The supportive and trusting relationship between a parent and their advocate can help educate the parent to navigate the system and access the tools they need to hold self-determination for their families throughout the process.

As you incorporate FPAs into the continuum of services of the mobile response teams, please note they will need to meet the following qualifications:

- Personal lived/life experience accessing and using services within the child welfare system
- Ability to promote parent/caregiver involvement and advocacy across child serving systems
- Ability to engage with diverse groups and populations
- Demonstrate an approach of diversity, equity, inclusion, and accessibility in interfacing with families
- Be a proactive and contributing member of the mobile response team in decision-making

- Adhere to all statutory, regulatory, confidentiality and policy requirements that govern child welfare
- Ability and the flexibility to work as part of the mobile response pilot. This may require co-location of the individual.
- Willingness to travel throughout the region covered by the mobile response team

It is important that FPAs are seamlessly incorporated into the mobile response team. At a minimum, FPAs can assist with the following:

- Outreach and information
- Engagement, bridging and transition support
- Self-advocacy, self-efficacy, and empowerment
- Parent skill development
- Promoting effective family-driven practice

It is essential that FPAs participate in any required training and credentialling and receive ongoing supervision and professional development to support them in being effective in their role.

Funding provided must be utilized for the hiring of a full-time FPA. Funds can also be used for the cost of related salaries, fringe benefits, and travel expenditures.

To receive the allocated funds, please complete and submit *Attachment B, Attestation of Use* to: FamilyFirstNY@ocfs.ny.gov by **May 31, 2022.** The following section provides specific guidance regarding claiming for the funds.

Claiming Requirements

Claims for these funds must be submitted as described below. These funds are to be used only to reimburse expenditures beginning May 1, 2022, and ending April 30, 2023, and final accepted in the Automated Claiming System (ACS) by July 31, 2023.

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

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on the Family Peer Advocate project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

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

Attachment A

Family Peer Advocate Allocations

District	Allocation
Albany	$120,000
Monroe	$120,000
Onondaga	$120,000
Westchester	$120,000
Statewide Total	**$480,000**

Attachment B

Attestation of Use

This is to certify that the Albany Co. DCYF department of social services will use the allocation of these funds authorized in the amount of $120,000 to Contract for FPA *(insert brief description of use of funds)* _____. Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Plan for use of funds – check all that apply:

☐ Funds will be used by the LDSS

☒ Funds will be used to contract with a service provider

☑ Hire a full-time Family Peer Advocate

Commissioner's signature

5/24/22
Date

Email completed ***Attachment B*** to Gail Geohagen-Pratt at Gail Geohagen-Pratt@ocfs.ny.gov by **May 31, 2022.**

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	120,000	0		DCYF
	TOTAL APPROPRATIONS	120,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3661 000	Family & Children Svcs Block	0	120,000		DCYF
	TOTAL ESTIMATED REVENUES	0	120,000		
	GRAND TOTALS	120,000	120,000		

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

June 1, 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 2021 Department of Children, Youth and Families Adopted budget. The grant award is $140,399 for the term of October 1, 2022 to September 30, 2023.

The Department also respectfully requests authorization to renew an agreement with the 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,

Moira Manning, LCSW-R
Commissioner

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

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

File #: TMP-3368, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Grant Acceptance, Budget Amendment and Contract Authorizations regarding the Children's Advocacy Center

Date:	June 1, 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) Click or tap here to enter text.

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: $ 140,399.00
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: $ 140,399.00

Appropriation Account and Line: A 6119 4 4020 4036 4039 4040 4042 4046
Appropriation Amount: $ 140,399.00

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: 22-21, 19-535, 18-26
Date of Adoption: 2/14/22, 12/5/19, 2/12/18,

Justification: (state briefly why legislative action is requested)
Please see attached

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:	$ 140,399.00
Appropriation Account and Line:	A 6119 4 4020 4036 4039 4040 4042 4046
Appropriation Amount:	$ 140,399.00

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)	10/1/2022 - 9/30/2023
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:	22-21, 19-535, 18-26
Date of Adoption:	2/14/22, 12/5/19, 2/12/18,

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 $ 140,399, for the term October 1, 2022 to September 30, 2023.

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 form 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.

NEW YORK STATE | Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

May 13, 2022

Albany County Dept. for Children and Families
112 State Street Room 930
Albany, NY 12207

Re: MDT/CAC (State Funded) – Procurement #175 - Continuation of Funding Letter

Dear Daniel Lynch:
The New York State Office of Children and Family Services (OCFS) is pleased to inform you of its intent to continue funding for the below referenced multi-year contract. The annual award amount for each period is subject to the availability of annual funding, contract performance, approval by the NYS Department of Budget (DOB) and approval by the NYS Office of State Comptroller (OSC). Please be advised that your agency must continue to adhere by all contract requirements in your Multi-Year Contract. Please note that the period award amount is only for the said contract period and can't be used in other budget periods within your multi-year contract.

Contract Number:	C029319
Contract Term:	2/1/21-9/30/25
Total Contract Value:	$526,226.00
Contract Period:	10/1/22-9/30/23
Contract Period Amount:	$ 140,399.00

Please be advised, $48,909.76 of the above award amount will be required to be allocated toward resolving the outstanding program improvement plan, **site PIP issue**. The above portion of the allocation is a reflection of the three-year average of unused/returned funds. If the program improvement plan is able to be resolved prior to the end of the contract year, funding can be reallocated to an existing budget line upon the MDTs ability to demonstrate compliance with all OCFS MDT/CAC program standards.

RESOLUTION NO. 21

AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 2/14/22
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with the New York State Office of Children and Family Services (OCFS) regarding the Children's Advocacy Center in the amount of $96,457 for a term commencing February 1, 2022 and ending September 30, 2022, and

WHEREAS, The Commissioner has also requested authorization to renew an interdepartmental agreement with the Albany County Crime Victims and Sexual Violence Center (ACCVSVC) regarding the treatment of victims of child abuse in an amount not to exceed $27,333 for a term commencing February 1, 2022 and ending September 30, 2022, and

WHEREAS, The Commissioner has also requested authorization to renew an agreement with the City of Albany Police Department for a part-time Law Enforcement Coordinator co-located at the Children's Advocacy Center who serves as the liaison between the Center and the multiple law enforcement agencies in Albany County and those outside of the County, to include the FBI and Homeland Security, in an amount not to exceed $18,000 for a term commencing February 1, 2022 and ending September 30, 2022, and

WHEREAS, The Commissioner has indicated that a budget amendment in the amount of $56,983 is necessary to incorporate a portion of the aforementioned funding into the 2022 DCYF budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter an agreement with the OCFS regarding the aforementioned grant award in the amount of $96,457 for a term commencing February 1, 2022 and ending September 30, 2022, and, be it further

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4020 000	Office Supplies	800.00	0.00	-	DCYF
AA 6119 4 4036 000	Telephone	600.00	0.00	-	DCYF
AA 6119 4 4039 000	Conferences/Training/Tuition	2,950.00	0.00	-	DCYF
AA 6119 4 4042 000	Printing and Advertising	340.00	0.00	-	DCYF
AA 6119 4 4046 000	Fees for Services	37,050.00	0.00	-	DCYF
	TOTAL APPROPRATIONS	41,740.00	0.00		

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0.00	41,740.00		DCYF
	TOTAL ESTIMATED REVENUES	0.00	41,740.00		
	GRAND TOTALS	41,740.00	41,740.00		

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

June 1, 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 Mobile Response 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 January 1, 2022 to December 31, 2022 is $200,000.

In addition, the Department respectfully requests authorization to enter into an agreement with Trinity Alliance of the Capital Region in conjunction with this grant.

The program is intended to provide goods and resources for families in need and at risk of contact with the child welfare system.
.
The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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

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

File #: TMP-3369, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization of Grant Acceptance for funding from the Office of Children and Family Services for Family First Mobile Response Van, Contract Authorization with Trinity Alliance to operate the Mobile Response Van, and to Amend the ACDCYF 2022 Budget

---

Date:	June 1, 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) Accept Grant Funding

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☒ Revenue

Increase Account/Line No.: AA6119 03661 $200,000.00
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):
Trinity Alliance of the Capital Region
15 Trinity Place
Albany, New York 12202

Amount/Raise Schedule/Fee: $200,000.00
Scope of Services: Family First Mobile Response Van

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 03661
Revenue Amount: $200,000.00

Appropriation Account and Line: AA6119 4046
Appropriation Amount: $200,000.00

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 to 12/31/22
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.
Date of Adoption: 4/12/21

Justification: (state briefly why legislative action is requested)
Please See Attached

Department for Children, Youth and Families

Amend the 2022 budget to accept funding from the Office of Children and Family Services for Operation Family First Mobile Response Van and to contract with Trinity Alliance of the Capital Region to operate the Mobile Response Van

The Department respectfully requests Legislative authorization to amend the 2022 budget to accept funding from the Office of Children and Family Services for the operations of the Family First Mobile Response van in the amount of $200,000. Trinity Alliance has been approved by OSC as a single source entity regarding the procurement for the Mobile Response Initiative. The contract with Trinity Alliance for operation will run from January 1, 2022 through December 31, 2022

The Family First Prevention Services Act (FFPSA) provides a vehicle for New York State (NYS) to move from the status quo of child protection as a primary prevention strategy and to move towards services and resources that strengthen families and enable children to remain safely at home. In that space of transformation, the Office of Children and Family Services (OCFS) has identified mobile response units as a strategy to develop and operate coordinated programs of community-based family support and family preservation services to prevent child maltreatment among families at risk, assure children's safety within the home, and preserve integrity of the family unit in which children have been maltreated, when the family's needs can be safely addressed effectively in the home.

The mobile response van will be staffed with a licensed clinician, a behavioral health specialist, a family and/or peer advocate, a service navigation specialist, or a domestic violence advocate. Services must be available during both business hours and after hours. Services are available to be responsive to immediate needs such as at the time a placement occurs. Services will be available for ongoing needs for families identified as high risk and in receipt of preventive services. The mobile response van must respond to a request for assistance by going to the home where the child is residing or at a location in the community at a mutually agreed upon time. The mobile response unit must be able to be responsive when families call for help when a child is involved in an emotional or behavioral health need that could lead to a disruption in the home.

Mobile response units will work with the parent or caregiver and child to reduce or de-escalate identified behaviors and may provide intervention services to address any immediate concerns identified as well as ongoing needs.

NEW YORK STATE | Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

Ms. Moira Manning, Commissioner
Albany County Department for Children, Youth, and Families
112 State St. Room 300
Albany, NY 12207

May 4, 2022

Dear Commissioner Manning:

This letter serves as confirmation that Trinity Alliance has been approved by OSC as a single source entity regarding the procurement for the Mobile Response initiative. Funding through the Office of Victim Services (OVS) has already been provided to Trinity to secure the purchase of a Winnebago to facilitate these mobile services. Additionally, under the Family First federal transition funds, the Office of Children and Family Services is making funding available through an allocation to support the ongoing implementation of the mobile response initiative. The collaboration between Albany County and Trinity Alliance allows the facilitation of this funding.

We hope this letter provides the clarification needed. Please feel free to reach out with any additional questions you may have.

Sincerely,

Gail Geohagen-Pratt
Associate Commissioner

NEW YORK STATE | Office of Children and Family Services

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

April 27, 2022

Dear Commissioners Cunningham, Manning, Townes, and Wright:

It has been a pleasure working with you and your staff to launch a new shared initiative to support our goal of providing goods and resources for families in need and at risk of contact with the child welfare system. The Family First Prevention Services Act (FFPSA) provides a vehicle for New York State (NYS) to move from the status quo of child protection as a primary prevention strategy and to move towards services and resources that strengthen families and enable children to remain safely at home. In that space of transformation, the Office of Children and Family Services (OCFS) has identified mobile response units as a strategy to develop and operate coordinated programs of community-based family support and family preservation services to prevent child maltreatment among families at risk, assure children's safety within the home, and preserve integrity of the family unit in which children have been maltreated, when the family's needs can be safely addressed effectively in the home.

To support the implementation of the mobile response pilot in each of your districts, OCFS is leveraging federal Family First Transition funds. This letter provides specific instructions and guidance on the availability of these federal funds to support the implementation of the mobile response pilot in each of your districts. OCFS intends to make funding available for the next four years, contingent on the continued availability of these funds. This letter also provides information on each of your district's allocation (*Attachment A*), how the funds can be used, and annual reporting and claiming requirements. Attachment B is to be completed by each of your districts as an attestation to their intended use of these funds.

Over these past few months, OCFS and each of your respective districts have been engaged in a learning collaborative to facilitate planning and implementation of the mobile response pilot. It has truly been encouraging to see the targeted ways in which each of your counties have identified strategies to operationalize this service and bolster supports and services for children and families in your respective districts. While the services provided in your respective districts will be tailored to the meet the identified needs of children and families in your districts, the following parameters must be in place for the structuring of these services.

At a minimum, the mobile response vans must be staffed with a licensed clinician, a behavioral health specialist, a family and/or peer advocate, a service navigation specialist, or a domestic violence advocate. Services must be available during both business hours and after hours. Services must be available to be responsive to immediate needs such as at the time a placement occurs. Services should also be available for ongoing needs for families identified as high risk and in receipt of preventive services. The mobile response van must respond to a request for assistance by going to the home where the child is residing or at a location in the community at a mutually agreed upon time. The mobile response unit must be able to be responsive when families call for help when a child is involved in an emotional or behavioral health need that could lead to a disruption in the home.

Mobile response units will work with the parent or caregiver and child to reduce or de-escalate identified behaviors and may provide intervention services to address any immediate concerns identified as well as ongoing needs. Mobile response services can also be utilized to provide non-

Attachment A

LDSS Allocation Amounts - Transition Act Funds

District	Allocation
Albany	$200,000
Monroe	$200,000
Onondaga	$200,000
Westchester	$200,000
Statewide Total	**$800,000**

Attachment B

Attestation of Use

This is to certify that the Albany Co. department of social services will use the allocation of these funds authorized in the amount of $ 200,000 to see below *(insert brief description of use of funds)*_____. Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Plan for use of funds – check all that apply:

☐ Funds will be used by the LDSS

☒ Funds will be used to contract with a service provider

☒ Hire a full-time or part-time

- ☒ Clinician
- ☐ Family Advocate
- ☐ Parent Advocate
- ☐ Domestic Violence Advocate
- x Behavioral Health Specialist

☒ Maintenance of mobile response van

☒ To meet emergent needs of children and families not otherwise met through availability of existing funds

LGSW

Commissioner's signature

5/6/22

Date

Email completed ***Attachment B*** to Gail Geohagen-Pratt at Gail Geohagen-Pratt@ocfs.ny.gov by May 15, 2022.

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	200,000	0		DCYF
	TOTAL APPROPRATIONS	200,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3661 000	Family & Children Svcs Block	0	200,000		DCYF
	TOTAL ESTIMATED REVENUES	0	200,000		
	GRAND TOTALS	200,000	200,000		

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

VALARIE SACKS
DEPUTY COMMISSIONER

June 8, 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 contract with Cornell Cooperative Extension of Albany County to provide Home Energy Assistance Program (HEAP) outreach and certification services. HEAP is a state-supervised program to assist eligible low-income households in meeting the costs of home energy.

The Local Department of Social Services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. The LDSS must establish a local certification network, which provides for an alternative non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance. Cornell Cooperative Extension of Albany County meets these requirements and also accepts/processes all mail-in applications.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis Feeny, Majority Leader
Frank Mauriello Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel

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

File #: TMP-3371, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	5/31/2022
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):
Cornell Cooperative Extension of Albany County
P.O. Box 497, 24 Martin Road, Voorheesville, NY 12186

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

Amount/Raise Schedule/Fee: $160,000
Scope of Services: Provide Home Energy Assistance Program (HEAP) outreach and certification services to low-income residents in Albany County, especially elderly and handicapped individuals. Service to include the preparation and review of all mail-in applications.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 393.3

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

County Budget Accounts:

Revenue Account and Line:	AA6010 04610
Revenue Amount:	$35,200.00
Appropriation Account and Line:	AA6010 44046
Appropriation Amount:	$160,000.00

Source of Funding - (Percentages)

Federal:	22%
State:	0
County:	78%
Local:	0

Term

Term: (Start and end date)	10/1/2022-9/30/2023
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:	175
Date of Adoption:	6/14/2021

Justification: (state briefly why legislative action is requested)

Authorization is requested to contract with Cornell Cooperative Extension of Albany County (CCE) to provide HEAP outreach and certification services. HEAP is a state-supervised program which provides federal financial assistance to eligible low-income households in meeting the costs of home heating and cooling. The Local Department of Social Services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. The LDSS is required to have a local certification network, which provides for an alternative non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance.

Cornell Cooperative Extension will provide outreach, information and certification services for the general public residing in Albany County and also accept/process all mail-in HEAP applications. During the next contract period CCE will:

• Bring the benefits of the Home Energy Program to eligible residents - especially working families, retirees and disabled persons within Albany County.

• Receive HEAP applications and documentation, interview applicants and forward applications to ACDSS for final determination and payment. NOTE: Cornell handled 2,150 HEAP applications for the 2021-2022 HEAP season to date. It is anticipated that 400 additional applications will be received by the expected closing date of 8/31/22 During the Covid pandemic Cornell will continue to receive applications, interview applicants via the telephone and conduct in-person meetings when needed. For any in person meetings, they will follow social distancing protocols, and wear masks and

gloves.

• Complete HEAP "application days" at satellite sites throughout Albany County. (During COVID pandemic clients continue to drop off HEAP applications at the sites and CCE continues to work with clients by phone.)

• Advertise through various media regarding the availability of the HEAP program and eligibility criteria for receiving benefits.

• Monitor and address DSS incoming HEAP telephone traffic, forwarding only those calls that must be resolved by Examiner series staff.

- Cornell assists in handling HEAP in-person and mail-in applications and HEAP phone calls for the entire County. During the pandemic Cornell will continue to assist individual's, in-person, making certain they follow social distancing protocols, and wear masks and gloves.
- Cornell anticipates that they will be open to the public by the start of the 22/23
- HEAP season, but are fully prepared to continue the additional outreach and alternate means of accepting HEAP applications, if needed.
- Cornell will continue to work with their outreach partners including Colonie Senior Department, Cohoes Multi-Service Senior Center, Town of Guilderland Senior Office, Town of Bethlehem Senior Services, and Hilltown Resource Center to provide HEAP services to mutual customers. The partners submit applications and documentation by fax and email on behalf of their clients even though many of the partners have been closed during the pandemic.
- Cornell will continue to provide postage paid return envelopes to applicants that indicate that they lack the ability to leave their home for postage or lack the funds to buy stamps.
- Cornell will continue to maintain a locked drop box at their offices to allow individuals to leave applications and documentation securely. CCE has set up applications and HEAP information outside of their offices for individuals that show up in hopes of applying in person.
- Cornell will continue to do home visits for individuals that are in emergency situations, particularly furnace replacement and repairs and fuel emergencies

Knowing that there could be limited in person outreach opportunities, CCE plans on increasing their advertising with local media to market the HEAP program and encourage applications from low-income households. Additionally, CCE will work to provide HEAP informational sessions during local town, village and city board meetings which are shown on the local cable television channels for households to be informed. In addition to these outreach methodologies, CCE will work with the County's home delivered meal providers to have an informational flyer provided to each home delivered meal recipient. CCE will also continue to identify other outreach opportunities.

The number of clients served is dependent upon income eligibility guidelines set by New York State Office of Temporary and Disability Assistance and also by the level of federal funding received.

SERVICE AGREEMENT BETWEEN THE COUNTY OF ALBANY AND CORNELL COOPERATIVE EXTENSION OF ALBANY COUNTY FOR HOME ENERGY ASSISTANCE PROGRAM OUTREACH, CERTIFICATION AND EDUCATION SERVICES

RESOLUTION NO. 175, ADOPTED 6/14/2021

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 the Cornell Cooperative Extension of Albany County with principle offices located at 24 Martin Road, Voorheesville, New York 12186 (hereinafter referred to as the "Provider") regarding the Home Energy Assistance Program (hereinafter referred to as "HEAP").

WITNESSETH:

WHEREAS the County requires a service Agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County of Albany shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for such assistance and care (hereinafter referred to as the "Service"), and

WHEREAS the Provider in consultation with the County has agreed to provide HEAP services for specified and agreed to fees as stated in Article X of this Agreement, and

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

WHEREAS, the County has authorized support and maintenance of county extension work under County Law Section 224 (8), and

WHEREAS, the Provider is the designated agent of Cornell University under Section 224 (8) to provide the extension service required locally, and

WHEREAS, the Provider will provide under this agreement connection to the Cornell University Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the Land-Grant University system, and those subjects pertaining to Agriculture and Life Sciences and Human Ecology directly to the residents of Albany County that are covered in the above colleges and universities, and

WHEREAS, Provider will supervise and empower staff associated with this agreement to connect with and align themselves with the set forth plans of work of the State and National Land-Grant and Cooperative Extension systems to further the improvement of Albany County's residents knowledge and practices, and

WHEREAS, Provider has satisfactorily demonstrated that it has the experience and expertise through its connection to the Cornell Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the integration of the nationwide connection to the Land-Grant University system necessary to provide such services, and

WHEREAS, Provider, under the general supervision of Cornell University as agent for the State of New York, and Albany County Department of Social Services have developed an understanding which will provide for professional educational services in exchange for financial resources from the County for the purpose of application assistance and educational programming and referral to Extension's educational and training opportunities for the stated outreach services in Albany County within the mission of Cooperative Extension.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider, either directly or through an authorized representative approved by DSS, shall provide all educational services set forth and specifically defined in Exhibit 1 entitled "SCOPE OF SERVICES."

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

The County invests in this Agreement in order to maximize the effectiveness of HEAP for low income residents of Albany County. Ideally, all eligible HEAP customers will become aware of and apply for HEAP. In particular the County (as investor) seeks a partnership with the provider (as implementer) that will:

1. Maximize the number of people who are specifically aware of the available benefits of HEAP so as more who qualify will apply for this benefit.
2. Maximize the number and percent of eligible applicants and therefore reduce the number of applicants who are potentially denied a benefit, thereby freeing staff time and resources to process benefits for eligible applicants more quickly.
3. Maximize customer service and satisfaction by taking complete, accurate applications so that extensive follow-up is not necessary and track applications carefully to minimize duplicate applications.
4. Monitor and provide timely response to Albany County Energy Hotline telephone messages via Outlook Web Access.
5. Provide educational materials, programs, trainings and support to applicants and their families with regard to household energy conservation, basic household budgeting and resource management, and other life skill training opportunities.
6. Provide referrals and enrollment to other educational programs that provide supports to limited income residents i.e. Weatherization, SNAP Ed, EFNEP, Lead Certification Training, Financial Management, Emergency Preparedness, Strengthening Families Program, etc.

7. Distribute educational resources and enrollment information through Cornell Cooperative Extension (provider) newsletters and website, and through various direct and indirect educational programming.
8. Track participation in all outreach and educational activities offered.

In order to maximize the likelihood of achieving the County's desired outcomes as well as the effectiveness of the Provider's overall HEAP services, the provider agrees to review all HEAP applications presented either by mail or in person.

ARTICLE II. GENERAL PROVISIONS

DSS will provide the Provider with the name, address, telephone and FAX numbers of the principal DSS contact for the submission of printed materials, logs, reports and any other materials requiring DSS approval before the beginning of the HEAP season. DSS will communicate any changes in this information to the Provider promptly.

DSS will provide the Provider with the name(s), location(s), telephone and FAX numbers of DSS contact(s) for the submission of applications. DSS will communicate any changes in this information to the Provider promptly.

As part of this Agreement, and especially including conditions of payment for services provided:

1. Only applications which meet the following criteria shall be considered complete and accurate:

    - application forms and budget worksheets are completed fully and accurately
    - mathematical computations are calculated and displayed
    - presumptive eligibility determinations – including the primary reason for ineligibility – are clearly indicated
    - all required documentation – including legible photocopies as appropriate – are attached

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 HEARING

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

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

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

ARTICLE VII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County 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 VIII. SCHEDULE

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

The maximum payment for all services provided under this Agreement shall be **ONE HUNDRED SIXTY THOUSAND DOLLARS and NO CENTS ($160,000).** It is understood that the Provider will continue providing HEAP services for the duration of each season based on public interest.

Services provided for each HEAP season under this Agreement shall be paid according to the following schedule:

1. An initial payment of $32,000 will be paid by January 31st of the contract year or as soon as appropriate HEAP funds are received from New York State. These funds are usually received by January 31 of each year.
2. An additional payment of $32,000 will be paid by March 1st of the contract year.
3. An additional payment of $32,000 will be paid by May 1st of the contract year.
4. An additional payment of $32,000 will be paid by August 1st of the contract year.
5. A final payment of $32,000 will be paid by October 31st following the end of the contract year.

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 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. GOVERNING LAWS

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

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2021 and will continue in effect through September 30, 2022. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

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 XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. MODIFICATION

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

ARTICLE XXVIII. 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: Laurie Ingersoll; Department: Energy/Nutrition; 162 Washington Ave. Albany, NY 12210

ARTICLE XXVIX. IRANIAN ENERGY SECTOR DIVESTMENT

The provider hereby represents that the Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the 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 XXX. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

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

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

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

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

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

ALBANY COUNTY

DATE: 9/16/2021

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

CORNELL COOPERATIVE EXTENSION

DATE: 8·4·2021

BY: _____
Signature

PRESIDENT
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2021, 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 16th day of July, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

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

On the 4 day of August, 2021, before me, the undersigned, personally appeared Tom DellaRocco, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

TERESA ANNE TYMCHYN
Notary Public, State of New York
No. 01TY6358303
Qualified in Schenectady County
Commission Expires May 8, 2025

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).

Cornell Cooperative Extension of Albany County

Organization

Authorized Signature

Board of Directors, President 8/4/2021

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.

Cornell Cooperative Extension of Albany County
Organization

Authorized Signature

Board of Directors, President — 8/4/2021
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

SCOPE OF SERVICES

The Provider shall maintain at least one main office that is open standard business hours and shall notify DSS within 30 minutes of any unscheduled closings (such as early closings because of inclement weather). The holidays shall be the same as those observed by DSS and therefore county government.

1. A messaging system shall be available 24 hours/day, 7 days a week to accommodate HEAP inquiries when the office is closed or personnel are otherwise unavailable to receive telephone calls.

2. At a minimum, the office space shall: accommodate handicapped customers, provide appropriate restroom facilities, provide adequate lighting and furniture, and provide for a private, confidential interview.

As part of comprehensive programming and outreach in the area of family and consumer sciences, including financial education, nutrition education and household energy conservation to instruct and support residents of Albany County the Provider shall provide HEAP outreach certification and educational services in Albany County. In addition, these same services shall be provided to any resident of the County eligible to apply by mail.

The Provider shall assume responsibility for the performance of outreach activities in connection with HEAP consistent with the New York State Plan and federal regulations. The conduct of said outreach services shall be designed to ensure that eligible households, especially households with vulnerable populations, are made aware of the assistance available under HEAP.

1. The Provider shall publicize the availability of HEAP.
2. The Provider shall develop informational materials regarding HEAP eligibility criteria, documentation requirements, office location, hours of operation and telephone number. The Provider shall disseminate these materials to the public from community centers, service organizations, businesses and other sites, which the Provider may deem appropriate. All printed materials shall be submitted to DSS for review and approval at least 30 days prior to their dissemination. DSS will notify the Provider regarding approval or a request for revision within 10 days of receipt.
3. The Provider shall make presentations designed to educate the public about the availability of HEAP at a minimum of 10 community forums during the HEAP season.
4. The Provider shall schedule and conduct "HEAP Outreach Days" at satellite sites during the HEAP season. The purpose of these sessions shall be to market the HEAP program and encourage applications from low-income households. The Provider shall provide a schedule of the dates and locations of these "HEAP Outreach Days" to DSS at least 30 days in advance.
5. Outreach shall be targeted to HEAP-eligible residents. HEAP-eligible households include, (but are not necessarily limited to): low-income homeowners, renters (both publicly subsidized and private) who pay for heat separately from their rent, and private, non-subsidized renters whose rent includes heat.

6. The Provider shall invite telephone inquiries and respond to them directly, minimizing telephone referrals to DSS.

The Provider shall assume responsibility for verifying eligible low-income households pertaining to HEAP in accordance with the State Plan, DSS directives, state-issued policies and operating manuals.

1. The Provider shall ensure that HEAP applications are readily available and shall provide appropriate instructions for persons requesting applications.
2. The Provider shall review the HEAP "Application Rights Form" with the customer during each application interview.
3. The Provider shall conduct home visits for disabled/homebound residents. Home visits shall take place within 18 hours of notification for disabled/homebound residents with emergencies.
4. The Provider shall monitor their application database to ensure that only one application per household is submitted within a 30-day period.

The Provider shall comply with DSS directives, including, but not limited to directives pertaining to the provision of assistance or referral services to eligible households in cases of emergencies.

The Provider shall submit applications to DSS according to the following schedule:

1. All completed applications (including application denied due to the household not meeting the eligibility guidelines) shall be submitted to DSS within 15 calendar days after the date of application.

The Provider shall assist DSS in an ongoing review and monitoring of HEAP, including the timely reporting to the New York State Office of Temporary and Disability Assistance with any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

1. The Provider shall maintain spreadsheets of outreach efforts initiated and applications received. Copies of these spreadsheets shall be submitted to DSS on a weekly basis throughout the HEAP season.

The Provider shall require that their personnel who will provide HEAP outreach and/or certification services attend a training session of not more than one full day which will be scheduled prior to the start-up of the HEAP program. DSS will notify the Provider of the date, time, and location of this training.

The provider agrees to integrate evolving technological enhancements into the application and communication process. Such enhancements may be related to the NYS Welfare Management System (WMS) or MS Office based technology and online application process.

Albany County Department of Social Services uses a central phone line (518-447-7323) with a voice-mail phone tree for callers seeking answers to questions related to and/or resolution of fuel/utility issues and emergencies. The Provider will be responsible for removing voicemail messages from Albany County's phone line via webmail internet access. The Provider will attempt to resolve the caller's question or concern via their access to fuel/utility vendors and the

Welfare Management System. When possible, Provider will return the call within a two day time frame. For those instances in which DSS attention is needed for resolution, Provider will alert DSS staff by e-mail, fax or telephone, depending on the urgency of the situation. DSS staff will work together with Provider staff to resolve the issue and decide, on a case by case basis, who will handle the follow-up communication with the caller.

The Provider shall provide program delivery services set forth in the Home Energy Assistance Program (HEAP) Outreach and Certification Services, specifically providing a comprehensive program to assist limited resource county residents to become aware of and apply for HEAP benefits. Provider will also provide educational support to assist these limited resource families with no cost/low cost energy conservation tips, information regarding household hazards and safety (i.e. carbon monoxide), basic financial literacy as it applies to household budgeting and resource management (i.e. paying their energy bills etc.). Provider will also be responsible for guidance and referrals to educational programs within the Cornell Cooperative Extension Albany County system as well as other community supports such as but not limited to: Eat Smart New York-SNAP Ed., emergency preparedness, weatherization, 4-H, etc. Additionally, educational resources and information will be distributed directly to clients as well as through Provider newsletters, website and direct and indirect educational programming efforts.

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, 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 October 1, 2021 - September 30, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2021

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

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

PRODUCER	CONTACT NAME: Karen J Supek
P.W. Wood & Son, Inc. 2333 N Triphammer Road Suite 501 Ithaca NY 14850	PHONE (A/C, No, Ext): 607-266-3303 FAX (A/C, No): 607-266-9663 E-MAIL ADDRESS: ccecontracts@thewoodoffice.com
License#: PC614566	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED Cornell Cooperative Extension Albany County 24 Martin Rd. Voorheesville NY 12186-9699	CORNCOO-01 INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 491045312 **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	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2274006	5/24/2021	5/24/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2274006	5/24/2021	5/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB767876	5/24/2021	5/24/2022	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHPK2274006	5/24/2021	5/24/2022	Occurrence Aggregate	1,000,000 3,000,000

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

Home Energy Assistance Program Outreach, Certification and Education Services Agreement for 10/1/2021-9/30/2022. Albany County of Albany is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER

Albany County Department of Social Services
112 State St
Albany NY 12207

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Karen J Supek

PI-GLD-HS NY (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	3
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

NYSIF
New York State Insurance Fund

2001 PERIMETER ROAD EAST, BUILDING 16, ENDICOTT, NEW YORK 13760-7390
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 146036881
PW WOOD & SON INC
2333 N TRIPHAMMER ROAD STE 501
PO BOX 4798
ITHACA NY 14852

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
COOPERATIVE EXTENSION ASSOC IN THE STATE OF NEW YORK/ALBANY COUNTY 24 MARTIN ROAD VOORHEESVILLE NY 12186	ALBANY COUNTY DEPT OF SOCIAL SERVICES 112 STATE STREET ALBANY NY 12207

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E 190 501-7	725505	01/01/2021 TO 01/01/2022	7/23/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 190 501-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 640408122

U-26.3

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

June 8, 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 enter into an agreement with Homeless and Travelers Aid Society (HATAS) for the provision of after-hours Homeless/Housing Emergency Services. HATAS provides non-business hour coverage (i.e. evenings, nights, weekends and holidays) to serve individuals and families who present as homeless or at imminent risk of homelessness by assisting them to access needed emergency shelter or diverted from homelessness by retaining or securing adequate housing.

As a local social services district, the Albany County Department of Social Services is responsible for securing temporary/emergency shelter placement for homeless persons who are eligible or potentially eligible for Temporary Assistance. DSS is also required to shelter all persons who present as homeless during Code Blue (weather under 32 degrees Fahrenheit). HATAS also provides monitoring for Code Blue nights and communicates these alerts on behalf of the Department.

Sincerely,

Michele G. McClave
Commissioner

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

File #: TMP-3372, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	5/31/2022
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):
Homeless and Travelers Aid Society
138 Central Avenue, Albany, NY 12206

Amount/Raise Schedule/Fee: $134,955.00
Scope of Services: The provision of a Homeless/Housing Emergency Services Program that provides after hours 7 days/week coverage to serve individuals and families who present as homeless or at imminent risk of homelessness, by assisting them to access emergency shelter or be diverted from homelessness by retaining or securing adequate housing.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.8

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

County Budget Accounts:

Revenue Account and Line:	AA6010 04615
Revenue Amount:	$80,000
Appropriation Account and Line:	AA6010 44046
Appropriation Amount:	$134,955

Source of Funding - (Percentages)

Federal:	59.3%
State:	0
County:	40.7%
Local:	0

Term

Term: (Start and end date)	10/1/2022-9/30/2023
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:	204
Date of Adoption:	7/12/2022

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew an agreement with Homeless and Travelers Aid Society (HATAS) for the provision of an after-hours Homeless/Housing Emergency Services. HATAS provides non-business hour coverage (i.e. evenings, nights, weekends and holidays) to serve individuals and families who present as homeless or at imminent risk of homelessness by assisting them to access needed emergency shelter.. As a local social services district, the Albany County Department of Social Services is responsible for securing temporary/emergency shelter placement for homeless persons who are eligible or potentially eligible for Temporary Assistance. DSS is also required to shelter all persons who present as homeless during Code Blue (weather under 32 degrees Fahrenheit).

Homeless and Traveler's Aid Society will work with the Department of Social Services in communicating to the public and to shelters those nights which are defined as "Code Blue" as outlined by NYS Office of Temporary Disability and Assistance directives. During Code Blue nights shelter must be provided to homeless individuals and families regardless of eligibility for Temporary Assistance; or for those individuals or families, who are eligible for Temporary Assistance, but have been determined by a shelter as someone whom they are unwilling to shelter due to behavioral/non-compliance issues.

HATAS was selected via RFP # 2021-055 (they were the sole bidder) and are the previous provider of these services.

AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
HOMELESS AND TRAVELERS AID SOCIETY FOR HOMELESS/HOUSING EMERGENCY SERVICES

RESOLUTION NO. 204 Adopted 7/12/2021

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Homeless and Travelers Aid Society (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 138 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the County, acting through its Department of Social Services (hereinafter referred to as the "Department"), pursuant to Social Services Law, is responsible for responding to homeless housing emergencies encountered by individuals who are eligible or potentially eligible for temporary assistance; and

WHEREAS, the County, through Albany County Department of Social Services, has heretofore requested proposals for Homeless/Housing Emergency Services for homeless and at-risk person, through Request for Proposals #2021-055 (hereinafter, the "RFP"), which is incorporated by reference and made a part of this Agreement; and

WHEREAS, the Provider has heretofore submitted a proposal to provide Homeless/Housing Emergency Services (hereinafter, the "Proposal") and said Proposal submitted by the Provider is incorporated by reference and made part of this Agreement; and

WHEREAS, the County has accepted the Proposal of the Provider to provide the aforementioned services, and

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide a Homeless/Housing Emergency Services Program that provides after business hours, weekends and holiday coverage services to individuals and families who present as homeless or at imminent risk of homelessness, by assisting them to access needed emergency shelter or to be diverted from homelessness by retaining or securing adequate housing, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, as more particularly detailed in Exhibit 1.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Any requests by either party to modify the provision(s) of the exhibits must be mutually agreed to by both parties, in writing, before the additional or modified provisions shall commence.

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

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

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement, except where otherwise designated in Exhibit 1, item C2.

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY

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.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books,

papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VI. 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 VII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The Department shall notify applicants and recipients of care and services of their right to a fair hearing, where applicable, 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 Department, shall participate in appeals and fair hearings as witnesses when necessary for determination of the issues.

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 and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed **ONE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED FIFTY FIVE and 00/100 ($134,955)** as specifically set forth in Exhibit 2, attached hereto and made a part hereof.

ARTICLE X. 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 XI. 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.

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, 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. 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-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. 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. 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 XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2021 and will continue in effect through September 30, 2022. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. 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 XXI. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXII. 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 XXIII. 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 XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

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

ARTICLE XXIX 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 XXX. INTERPRETATION

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

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

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

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

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

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

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

COUNTY OF ALBANY

DATE: 8/27/2021 BY: _____

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

HOMELESS AND TRAVELER'S AID SOCIETY

DATE: 8/18/21 BY: Elizabeth H

Name

Executive Director

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2021, 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 27th day of August, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

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

On the 18th day of August, 2021, before me, the undersigned, personally appeared Elizabeth Hitt, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PATIENCE M DAVIDSON
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Saratoga County
01DA6411406
MY COMMISSION EXPIRES 11/23/2024

8/18/21
_____
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:

Liability for:	**Combined Single Limit:**
Bodily Injury	$1,000,000.
Property Damage	$1,000,000.
Personal Injury	$1,000,000.

4. **Professional Liability Insurance:** A policy or policies with limits of not less than one million ($1,000,000).

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Elizabeth Hitt, do hereby affirm that during the term of Albany County's contract with HATAS, for the provision of 24HHES, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 8/18/21

By: Elizabeth Hitt
Signature

Executive Director
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

HATAS
Organization

Elizabeth Hitt
Authorized Signature

Executive Director 8/18/21
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.

HATAS
Organization

Elizabeth Hutt
Authorized Signature

Executive Director — 8/18/21
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:

A. The Provider will provide a program of Homeless/Housing Emergency Services that will address immediate housing needs presented by homeless and at-risk individuals and families, including the following roles and responsibilities.

- Receive referrals from the Department's Diversion/Homeless Team and make placements as directed by the Department of Social Services during normal business hours.
- Receive, screen and refer homeless and at-risk individuals and families to emergency shelters, motels and other essential emergency resources during non-business hours, 7 day/week basis.
- Identify and intervene with individuals and families who can be diverted from homelessness through retaining their current residence during non-business hours only.
- Utilize electronic systems for recording individual case information, sharing assessment and referral information with key providers of emergency shelter and homelessness prevention services, and tracking and analyzing data related to the incidence, characteristics and outcomes of encounters with homeless and at-risk persons.
- Collect and share with the Department all relevant information required for quarterly reporting mandated by OTDA, incidents of homelessness and current homeless trends.

B. Target Population

1. The targeted population eligible to receive services through the Homeless/Housing Emergency Services Program will include all persons or households who present in Albany County as homeless or at imminent risk of homelessness, including but not limited to the following subgroups:

    - Single individuals
    - Childless couples
    - Pregnant women and teens
    - Families with minor children, including teen parents
    - Homeless, runaway youth, ages 16 and older
    - Victims of domestic violence

2. Consistent with the provisions of NYS directives, a homeless person or household will be considered "...an individual or family that is not domiciled, has no fixed address, lacks a fixed regular nighttime residence, resides in a place not designed for or ordinarily used as a regular sleeping accommodation for human beings (such as a hallway, bus station, lobby or similar place), resides in a homeless shelter, resides in a residential program for victims of domestic violence, or resides in a hotel/motel on a temporary basis".

3. For the purposes of this program, an individual or family will be considered as being at imminent risk of homelessness if they are experiencing one or more of the following circumstances:

- Their rent is in arrears and/or they are involved in a landlord-tenant dispute that has resulted in, or is likely to result in, a threatened eviction.
- The household resides in housing that has code violations.
- The household is at risk of loss of housing due to an actual or threatened utility shut-off.
- The household is living doubled-up in overcrowded housing conditions.

4. Resolution to all homelessness emergencies must continue to be sought until explicit approval to terminate service provision is provided by an authorized Albany County Department of Social Services representative.

5. Eligibility for services under this program will not be dependent upon receipt of Temporary Assistance benefits from the Department, although a household's eligibility may impact the services provided and options available to them for addressing their homeless/housing emergency.

   A household's eligibility or sanction status may impact the options available to them for addressing their homeless/housing emergency, and is determined by Departments Diversion/Homeless Team.

6. In order to be eligible for FFFS-funded services (see Section 6.4) under this program, families must either be in receipt of or eligible to receive assistance from the Department, or be determined to have income not exceeding 200% of poverty. Families with income who are sheltered at Marillac Residence will be considered to be eligible under this definition, even if their income exceeds 200% of poverty.

   The Provider will certify whether households served are at or below 200% of the Federal poverty level. Certifications will be obtained consistent with the provisions of 00-LCM-20, issued by New York State Office of Temporary and Disability Assistance. Under this directive, the Provider will be responsible for obtaining and reviewing self-attestations of income from those households eligible for 200% TANF Services, but not currently in receipt of Family Assistance or Safety Net Assistance. Such certifications should be obtained at the time of initial contact with the family. In the event that an intake is being conducted by telephone after-hours, relevant eligibility information should be verbally obtained and documented, and an effort made to have the consumer provide a completed self-attestation form from the consumer the next working day.

7. Eligible homeless persons and households will include those who reside in or present themselves in Albany County with a homelessness emergency, or who reside in Albany County and present as at-risk of experiencing homelessness. If a question or dispute arises regarding the County with responsibility to serve a homeless individual or family, the Provider will accept the household for services and refer the matter to the Department's contract manager for resolution. Under no circumstances should an individual or family presenting in Albany County as homeless be refused services as the result of an inter-jurisdictional dispute.

8. Victims of domestic violence who are appropriate for placement in a Residential Domestic Violence Facility will receive only limited services under this program, to include screening to identify the presence of domestic violence and immediate referral for residential domestic violence services. The Provider will be responsible for referring

victims of domestic violence who contact the program to a provider(s) to be designated by the Department, in accordance with an agreed upon protocol.

9. Homeless and at-risk persons who meet the definition of eligibility for services under this program will include but not be limited to those having mental health, drug/alcohol, physical, medical, intellectual and developmental disabilities, and language/communication barriers. Included are persons previously living in the community, on the streets, or being discharged from hospitals, psychiatric facilities, correctional facilities, and other similar institutional programs.

10. Homeless and at-risk persons may seek services from the Homeless/Housing Emergency Services Program either directly, or through referral from a community agency or other entity during non-business hours only.

C. Program Operations and Siting

1. The Provider will operate a program with the capacity for individuals and families to present homeless and housing emergencies on an after business hours, weekends and holiday coverage basis, as follows.

   - Direct staff coverage must be maintained after-hours, on weekends and holidays. After-hours coverage must at minimum be provided through a telephone on-call system. The Provider agrees to operate a system for after-hours coverage that involves minimal response waiting time, and that also minimizes the need for a homeless individual or family to initiate multiple phone calls.

3. The Provider will establish a response system that ensures that eligible individuals and families throughout Albany County have the ability to readily access services through this program.

D. Screening and Assessment

1. During regular business hours, an initial, - screening will be conducted by Department's - Homeless Emergency Services Team to determine the immediate needs of the individual or family and their eligibility to receive services through the program.

   Denials of service at the point of initial screening may be made only for those households who present a need that does not fall under the scope of the program or who do not meet the specified eligibility criteria will be made by the Departments Homeless Emergency Services Team.

2. For those individuals and families who are screened as eligible for program services, an immediate referral will be sent to the Shelter Provider for shelter placement. Information to be obtained through the assessment interview will include but not be limited to the following. (Note that for initial contacts with households that take place after-hours by telephone, an abbreviated interview will be conducted by the Provider, focused on obtaining such information as essential to an appropriate emergency response.)

   - Identifying information (name, aliases, date of birth, social security number)
   - Demographic information (sex, household size and composition)
   - Income sources and amounts

- Current or last address of residence
- Reason for current housing emergency or episode of homelessness
- Disabling conditions or special needs of household or individual members, including but not limited to:
    - Mental illness
    - Medical or physical disabilities, including physical limitations with relevance to communicating and/or selection of appropriate shelter/housing sites
    - Domestic violence
    - Veteran status
    - Seniors, frail and/or very old elderly
    - Runaway/homeless youth
    - Pregnant or parenting teen
- Arson conviction
- Sex Offender Registry screening results (see item 4 below)

3. With appropriate consumer consent and where circumstances allow, collateral contacts will be made as necessary to determine a household's current status and related housing and service needs.

4. All adults must be screened through the following Sex Offender Registries, prior to referral for placement in an emergency shelter or motel, regardless of whether they self-identify as a sex offender. All placements of individuals listed on any Sex Offender Registry must be in compliance with any applicable restrictions imposed under existing Federal, State or Local Law when possible. An individual should not be denied shelter because we cannot meet the Federal State and local Laws. It will be the responsibility of the Department to address the situation and find appropriate emergency housing.

    NYS Sex Offender Registry
    http://criminaljustice.state.ny.us/nsor/search_index.htm

    Albany Police Department "Sex Offender Watch"
    http://www.apdonline.org/police/index.htm

    NYS Department of Correctional Services Prison Inmate Registry
    http://www.criminaldivision.com/database/nys_inmates.html

    US Department of Justice Dru Sjodin National Sex Offender Public Website
    http://www.nsopr.gov/

E. Establishment of Emergency Services Plan during Non-business Hours

1. An emergency services plan will be developed for each eligible household, to address needs identified through the screening and assessment process. The service response to a household's housing emergency will be individualized, with the goals of intervention being specific to the household's circumstances.

2. In all instances, the service response must address one of the following two goals:

    - The household is diverted from homelessness by retaining or securing available, safe housing, whether temporary or permanent.

- The immediate food and shelter needs of homeless households are met through placement in an appropriate emergency shelter or motel.

3. A basic needs assessment must also be provided to all households, as required, with particular attention to Temporary Assistance, Food Stamps, Medicaid, HEAP, Social Security Administration and Veterans Administration benefits. For homeless families and individuals where such is not feasible, the Provider will obtain the client's consent and share the assessment with the emergency shelter providers.

4. Homelessness Prevention During Non-Business Hours

Interventions during non-business hours intended to prevent homelessness and avoid the need for emergency shelter placement will include but not be limited to the following.

- Verifying, to the extent possible, an individual's statements regarding their immediate past housing history and current access to available, safe, temporary or permanent housing.

- Verifying the status of tenancy in instances where a household reports a threat of eviction, to determine whether the housing unit remains currently available.

- Homelessness prevention advice, including emergency and short-term interventions intended to stabilize a household's immediate housing circumstances sufficiently to divert the need for emergency shelter placement. Homelessness prevention services provided must not duplicate, but rather expand upon, other homelessness prevention services available within Albany County.

- For instances of threatened eviction or utility shut-off, directly communicating pertinent information of the households circumstances with the Department on the next business day.

- Directly providing short-term advocacy and service linkage support to assist in stabilizing the household's immediate housing circumstances. To the fullest extent possible, the Provider will link households diverted from entering emergency shelter with services and resources available in the community to assist them in retaining or securing safe, stable permanent housing.

- For households with access to permanent housing in another county, state or country, assisting with making arrangements for their return to that location, including but not limited to verifying the availability of the housing, coordinating with the Department of Social Services for payment of travel costs, assisting with and verifying travel arrangements.

- Where safe and adequate temporary housing is available to an individual or family, assisting with identification and linkage with resources, supports and benefits that will allow for their continued stay, in lieu of shelter placement, until alternate permanent housing can be secured.

5. Emergency Shelter Placement

Interventions targeting the needs of homeless individuals and families will include but not be limited to the following:

- Rapid screening and assessment to determine any special needs that would impact decisions regarding the most appropriate setting for the provision of emergency housing based on direction from Department of Social Services - Homeless Emergency Services Team during normal business hours.

- Daily census reports from all shelter and motels before 9AM and at 4PM for after hours.

- Determination of the most appropriate shelter option available to the family or individual under the direction of the Departments -Homeless Emergency Services Team.

- Consents are obtained from the homeless individual or family to allow for referral to an appropriate facility and to share with the facility.

- Initiation of a referral to the selected facility to verify bed availability and the facility's ability to admit the referred individual.

- Same day placement is expected for all homeless individuals and families, in an emergency shelter or motel that has confirmed its availability and willingness to accept the referral.

  While an inability to secure an appropriate emergency housing placement for a homeless individual or family should occur only rarely, in all such instances the Provider will notify the Department contact person(s) as soon as possible. The Provider will make all reasonable efforts to ensure that the health and safety of the individual or family members are not endangered as a result.

- Arrangements for transportation to the emergency shelter site per direction from the - Homeless Emergency Services Team as necessary.

F. Albany County Department of Social Services Responsibilities

1. Albany County Department of Social Services will work in cooperation with the Provider in developing an effective system to respond to homeless/housing emergencies.

2. Albany County Department of Social Services will maintain responsibility for developing and overseeing contractual and/or rate agreements with emergency shelters and hotel/motels to be used for the purposes of providing emergency housing to homeless persons. The Provider will report all issues or concerns encountered, related to a specific facility or site, to the Department.

3. Albany County Department of Social Services will be solely responsible for reimbursement of providers of emergency housing. This will not preclude the Provider from obtaining funds through other sources that can be utilized to meet various needs of homeless persons, such as transportation and personal care items. However, this will not be a requirement under the terms of this Agreement.

4. The Department will make available to the Provider such technical and program information, regulations and other administrative directives as may be issued by New York State from time to time and are relevant to the provision of services under this Agreement.

G. Program Outcomes and Performance Measures

1. The Provider will be responsible for implementation of a program that targets the achievement of the following performance measures and outcomes.

   - Homeless and at-risk individuals and families will be screened for program eligibility during non-business referrals only.

   - Households determined eligible will have their immediate housing-related needs assessed and an emergency services plan developed during non-business referrals only.

   - Households determined to have access to adequate housing, whether temporary or permanent, will avoid homelessness and emergency shelter placement through retention of their housing during non-business referrals only.

   - Households determined to be eligible and are in immediate need of emergency housing will receive same-day placement in an emergency shelter, motel or other appropriate program.

   - Homeless and at-risk families with minor children will be assisted to remain together and to work towards achieving family stability.

2. The Provider will be required to maintain a system for tracking and reporting specified performance measures and outcomes, on both a case-specific and an aggregate basis as determined by ADSS.

3. The Provide will provide data and narrative reporting in the format determined by ACDSS.

4. The provider will be required to maintain, at a minimum, at least quarterly meetings with ACDSS to review contract performance.

5. While payment under this Agreement will not be performance-based, the Provider's success in achieving the above outcomes and performance measures will be a factor reviewed and considered in approving annual renewals of the contract.

H. Operating Policies and Procedures

1. The Provider will continue to utilize formal, written procedures, guidelines and forms for staff use in administering, managing and delivering services under this Agreement, except where provided a format change mandated for use by the Department. Such procedures, guidelines and forms will be distributed to all program staff, as appropriate, and updated in a timely manner to reflect changes in program requirements as they may occur over the course of the contract.

2. Changes to procedures, guidelines and forms will be provided to the Department, and subject to the Department's review and approval prior to their implementation.

3. The manual must include policies and protocols related to the following, as well as such additions as may be required by the Department from time to time.
   - Privacy and Confidentiality
   - Maintenance of Case Records and Electronic Information Systems
   - Screening and Assessment
   - TANF Services 200% of Poverty Level Certification
   - Homelessness Prevention/Emergency Shelter Diversion (after hours)
   - Emergency Housing (i.e. emergency shelters, motels/hotels) Referrals
   - Identifying and Responding to Consumers' Special Needs
   - Referral of Domestic Violence Victims
   - Referral of Homeless/Runaway Youth
   - Accommodating Homeless Individuals with Disabilities
   - Accommodating Homeless Disabled Persons With Service Animals
   - Accommodating Homeless Persons Residing in Non-Urban Areas
   - Accommodating Homeless Persons with Mental Health or Substance Abuse Issues

4. The Department reserves the right, at its sole discretion, to require additions and/or changes to the Provider's policies and procedures under this Agreement, as determined necessary for the effective delivery of services, including but not limited to those necessary to ensure compliance with applicable statutory and regulatory directives.

I. Staff Training

1. The Provider will provide regular, ongoing training to its staff to ensure that they have the appropriate knowledge and skills necessary to implement services under this Agreement.

2. The Provider will cooperate with the Department in ensuring staff participation in training opportunities that may be specifically provided or arranged for by the Department.

J. Communication and Coordination

1. The Provider will directly participate in such planning and community coordination activities as the Department may determine necessary to represent the needs and issues encountered by the target population in accessing shelter and services. At minimum, the Provider will maintain representation on the following bodies, at a staff level appropriate to the nature of the discussions.

   - Department of Social Services Emergency Shelter Providers Meetings

2. The Provider will participate in monthly planning and contract monitoring meetings with Department representatives.

K. Homeless Management Information System (HMIS)

1. The Provider will be required to use the HMIS (Homeless Management Information System), as adopted by the Albany County Coalition on the Homeless member agencies, in compliance with HUD Continuum of Care requirements, to record all homeless intakes that occur under this Agreement.
2. The HMIS-AWARDS system is coordinated through CARES, Inc. Albany County

Department of Social Services has licenses through CARES, Inc. for use in implementation of services under this Agreement. The Department of Social Services will grant a license to the Provider to enter information into HMIS so we can monitor and coordinate service provision under this Agreement.

3. The Provider will be required to maintain trained staff to utilize the HMIS system to record all intakes for homeless housing services provided under this Agreement.

4. The Department will be responsible for entering all intakes/referrals and discharges into HMIS for Motel placements that occur during business hours and those received during non-business hours.

5. In addition to the case information entered in the HMIS system, the Provider is required to maintain individual case records, as detailed in section M below.

L. Confidentiality

1. The Provider will comply with all applicable confidentiality laws, regulations and requirements, including but not limited to the following, as they now exist or may be amended in the future.

   - NYS Social Services Law, Sections 367b(4) and 369(4)
   - NYS Public Health Law, Article 27-F
   - 18 NYCRR Part 357
   - The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164

2. HIPAA-compliant consent forms must be obtained from individuals and families seeking services, to allow for information to be obtained from and released to referring entities, providers of shelter and services to which referrals are being made, and other providers with key involvements.

M. Record-Keeping and Reporting

1. The Provider must maintain complete records of all program activities, as necessary to document service provision, expenditures and compliance with program-specific rules, regulations and other requirements of this Agreement, as well as to provide the basis for reporting to the Department.

2. The Provider will be required to maintain a single case record on each individual and family provided services under this Agreement, and will at minimum include the following.
   - Screening and Assessment Forms
   - Consumer Consents for Release of Information
   - Case-Specific Correspondence
   - Certifications of Eligibility for 200% TANF Services
   - Case Notes

3. All contacts between a consumer and program staff will be documented in the case notes section of the case record.

4. All case record documentation must be maintained as current.

5. The Provider will be required to obtain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Providers will be required to maintain all original certifications on-site and to submit copies to the Department for review.

6. The Provider will provide reports to the Department on a monthly basis, containing such information and in such format as may be required by the Department. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports. In addition, the Successful Proposer will be required to report monthly data regarding homeless youth to the Albany County Department for Children, Youth and Families, in a format to be determined. Monthly claims for reimbursement must be accompanied by and will be fully subject to receipt of required program reports.

7. The Provider will allow authorized Federal, New York State and Albany County representatives to have full access and use of all data collected pertaining to the delivery of services under this Agreement.

N. Monitoring and Recognition:

1. All program facilities of the Provider are to be open to authorized Federal, New York State and Albany County personnel for the purposes of observation and monitoring of program operations. Any written report issued as the result of such inspections will be maintained at the Department's offices, with a copy provided to the Provider.

2. All financial, program and other related records will be made available to Federal, State and/or County personnel conducting monitoring visits to program offices, upon request.

3. The Provider will advise the Department of all press inquiries received and will confer with the Department related to their response, prior to issuing any public statements.

O. Quality Assurance – The Provider will develop and implement a program of quality assurance that includes but is not limited to the following.

1. A routine plan for supervision and evaluation of program staff, service delivery and program outcomes.

2. A system for receipt and response to complaints received from eligible individuals, their representatives, or an involved emergency shelter, hotel/motels, or other human services provider.

3. Each year, as a component of the annual work plan, the Provider will provide the Department with a report of those quality assurance activities implemented during the prior year and any related data, learnings and outcomes.

EXHIBIT 2

PAYMENT PROVISIONS

I. Payment Provisions

The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred according to the following:

1. The Provider shall submit claims for expenses actually incurred on a monthly basis, in accordance with the line-item budget attached to Exhibit 2, using the appropriate County claim form.

2. In the instance that funds, for which the Provider has applied, in support of the CY 2011 Homeless/Housing Emergency Services Program, are not awarded, either in whole or in part, the Department will reimburse the non-administrative, program costs reflected for these sources on the attached line-item budget. This provision will apply only to funding sought from United Way of Northeastern New York, City of Albany Community Development Agency, New York State Office of Temporary and Disability Assistance and the Albany County Youth Bureau, and will be contingent upon the provider's submittal of documentation from the funding source, showing the amount of funding actually awarded or the denial of funding. In no event will Department reimbursement to the Provider during the contract period exceed the total specified in ARTICLE X, FEES.

3. The Provider shall maintain complete documentation of all expenditures related to this Agreement, which shall be made readily available to the Department upon request.

4. Funds provided under this contract cannot be used for the purposes of providing direct assistance to individuals and families, including but not limited to food, clothing, shelter, utilities, medical services, personal care items, transportation, child care, or general incidental expenses.

III. Cost Allocation

1. Program costs will be allocated between two distinct funding streams, based upon household eligibility. A total of **$80,000** in Flexible Fund for Family Services (FFFS/TANF Services) funds will be allocated for service provision to families with income up to 200% of poverty. A total of **$54,955** in Safety Net Administration funds will be allocated for service provision to single individuals and families who do not meet the criteria for TANF eligibility.

2. Payment will be issued upon receipt of monthly claims submitted by the Provider to the Department and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures, consistent with the contractual program budget, and with supporting information necessary to determine the amounts to be allocated to the TANF and Safety Net portions of the contract. Claims are to be submitted by the 13th of the month following the month of service.

BUDGET

Personnel	Annual Salary	FTE	Funding Request (Program Costs less In-Kind/Other Funding)
Executive Director	$94,631	0.05	$4,732
Deputy Director/Emergency Services Supervisor	$67,200	0.15	$10,080
Asst. Director Homeless Services/Emergency Services Manager	$50,000	0.87	$43,500
Emergency Services On-Call Specialists/ Per Diem Workers	$47,264	1.00	$47,264
Total Personnel	$259,096	2.07	$105,576
Fringe Benefits - 18%			
Executive Director	$17,034	0.05	$852
Deputy Director/ Emergency Services Supervisor	$12,096	0.15	$1,814
Asst. Director Homeless Services/ Emergency Services Manager	$9,000	0.87	$7,830
Emergency Services On-Call Specialists/Per Diem Workers	$8,508	1.00	$8,508
Total Fringe Benefits	$46,637	2.07	$19,004
Administrative Overhead of Total Funding Request (limited to 15%)			
Director of Finance	$86,100	0.11	$9,471
Fringe Benefits - 18% - (DOF Only) $1705 minus in kind of $800	$15,498		$905
Total Administrative	$143,598	0.26	$10,376
Total Costs		**2.33**	**$134,955**

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

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

C. PERMITTED USES AND DISCLOSURE

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

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, 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 October 1, 2021 – September 30, 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 New York State Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix "A" are hereby incorporated into the Agreement between the parties hereto.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2021

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

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

PRODUCER
Marshall & Sterling Upstate, Inc.
125 High Rock Ave., Suite 206
Saratoga Springs NY 12866

CONTACT NAME: Danielle Poulton Reeder
PHONE (A/C, No, Ext): (518) 587-1342 **FAX (A/C, No):** (518) 587-1348
E-MAIL ADDRESS: dpoultonreeder@marshallsterling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Assurance Co.	26344
INSURER B: Great American Insurance Company	16691
INSURER C: Great American Alliance Ins Co	26832
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Homeless & Travelers Aid Society of the Capital District Inc.
138 Central Ave
Albany NY 12206

COVERAGES **CERTIFICATE NUMBER:** CL2172604990 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAC3475103 01	07/19/2021	07/19/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CAP 3475104 01	07/19/2021	07/19/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured/Uninsured	$ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB 3475105 01	07/19/2021	07/19/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PAC3475103 01	07/19/2021	07/19/2022	Aggregate	$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, Department of Social Services is an additional insured if required by written contract, per endorsement number CG8995 04/15 (attached).

CERTIFICATE HOLDER

County of Albany Department of Social Services
162 Washington Avenue
Albany NY 12206

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kenneth W Grey

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 141482188
MARSHALL & STERLING UPSTATE
PO BOX 931
125 HIGH ROCK AVE #206
SARATOGA SPRINGS NY 12866

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
HOMELESS & TRAVELERS AID SOCIETY OF THE CAPITAL DISTRICT INC 138 CENTRAL AVE ALBANY NY 12206	COUNTY OF ALBANY DEPARTMETN OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY NY 12210

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
A1215 370-6	778399	09/11/2021 TO 09/11/2022	8/18/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1215 370-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

Yes
No

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 973452664

U-26.3

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

June 8, 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:

Pursuant to 22-OCFS-LCM-04 federal funds are available through the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services to provide resources to enhance, improve and expand adult protective services (APS) ability to investigate allegations of abuse, neglect and exploitation. These funds with be provided through the NYS allocation located in attachment A of the LCM.

Approval is requested to accept this allocation, which will be utilized to purchase hand held scanners for field work, an ID printer for protective clients who have no photo identification, computer equipment (e.g. computer monitors), printing and advertising materials to increase elder abuse awareness, overtime for workers to assist clients, and crisis intervention, de-escalation and mental health training. In addition, the funds will be used to provide aide services for Protective Clients in shelter or emergency situations as well as emergency food, medication, clothing, residential cleaning and/or repairs and emergency shelter.

Sincerely,

Michele G. McClave
Commissioner

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

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

File #: TMP-3378, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Grant Acceptance for Social Service (APS2)

Date:	6/1/2022
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
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☒ Other: (state if not listed) Via the NYS Office of Family and Child Services to accept a federal allocation for Adult Protective Services

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☒ Equipment
☐ Fringe
☐ Personnel
☒ Personnel Non-Individual
☒ Revenue

Increase Account/Line No.: See attached
Source of Funds: **American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services**
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

Amount/Raise Schedule/Fee: $66,403
Scope of Services: Federal grant to Enhance Adult Protective Services to provide resources to enhance, improve and expand adult protective services (APS) ability to investigate allegations of abuse, neglect and exploitation.

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: See attached
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: 100%
State: 0
County: 0
Local: 0

Term
Term: (Start and end date) 8/1/2021-5/31/2023
Length of Contract: 22 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: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Pursuant to 22-OCFS-LCM-04 federal funds are available through the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services to provide resources to enhance, improve and expand adult protective services (APS) ability to investigate allegations of abuse, neglect and exploitation. These funds with be provided through the NYS allocation located in attachment A of the LCM.

Approval is requested to accept this allocation, which will be utilized to purchase hand held scanners for field work, an ID printer for protective clients who have no photo identification, computer equipment (e.g. computer monitors), printing and advertising materials to increase elder abuse awareness, overtime for workers to assist clients, and crisis intervention, de-escalation and mental health training. In addition, the funds will be used to provide aide services for Protective Clients in shelter or emergency situations as well as emergency food, medication, clothing, residential cleaning and/or repairs and emergency shelter.

NEW YORK STATE | Office of Children and Family Services

Kathy Hochul
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila J. Poole
Commissioner

Local Commissioners Memorandum

Transmittal:	22-OCFS-LCM-04
To:	Local District Commissioners Directors of Services Adult Protective Supervisors
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Administration
Date:	March 17, 2022
Subject:	**Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant**
Contact Person(s):	Shelly Fiebich Shelly.Aubertine-Fiebich@ocfs.ny.gov; 518-402-1639
Attachments:	Attachment A: *District Allocation Amounts* Attachment B: *Attestation of Use of Administration for Community Living – American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services* Attachment C*: Request for Approval of Equipment Expenditure Exceeding $5,000* Attachment D: *Tribes of New York State and County of Residence* Attachment E: *Annual Program Report Template and Instructions* Attachment F*: For U.S. Administration for Community Living Grants*

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of federal funds through the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services administered by the Administration for Community Living (ACL). The federal ACL has made available one-time funding in the amount of $4,864,372 to New York State for use from August 1, 2021, through May 31, 2023. This LCM provides information on each LDSS's allocation (Attachment A) from the remaining funds, how the funds can be used, and annual reporting and claiming requirements.

II. Background

These funds are being made available to states to provide resources to enhance, improve and expand adult protective services' (APS) ability to investigate allegations of abuse, neglect and

exploitation. New York State Office of Children and Family Services (OCFS) recently surveyed the districts to ascertain the current needs and services of vulnerable adults in their LDSSs as well as their staff's needs. The survey identified the following needs and services: the need for additional/temporary staff; additional personal protection equipment; the use of tele-health services; and tangible services for clients, such as rental assistance, transportation, and food and meal delivery.

III. Program Implications

LDSSs can only use the funds for the allowable expenditures noted below. LDSSs will be required to sign an attestation (Attachment B) indicating how they will use the funds in accordance with the allowable identified expenditures of the federal grant. LDSSs must also attest that they will not use their allocation to supplant any New York State (NYS) APS funds and that the funds will only be used to supplement existing state and LDSS APS resources. OCFS may reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations. Funds can be used from August 1, 2021, through May 31, 2023.
Completed attestations (Attachment B) are due to Shelly Fiebich (Shelly.Aubertine-Fiebich@ocfs.ny.gov) by **April 11, 2022.**

The funds may be used for the following purposes:

- Establishing or enhancing the availability for elder shelters and other emergency, short-term housing and accompanying "wraparound" services for APS clients
- Establishing, expanding or enhancing state-wide and local-level elder justice networks to remove bureaucratic obstacles and improve coordination across the many state and local agencies interacting with APS clients who have experienced abuse, neglect or exploitation
- Working with tribal APS efforts, such as conducting demonstrations on state-tribal APS partnerships to better serve tribal elders who experience abuse, neglect and exploitation; partnering with tribes within the state to include tribal elder abuse data in the state's National Adult Maltreatment Reporting System (NAMRS); and undertaking demonstrations to better understand elder abuse experienced by Tribal individuals living in non-tribal communities and served by state APS programs
- Improving or enhancing existing APS processes for receiving reports, conducting intakes and investigations, planning/providing for services, making case determinations, documenting and closing cases, and continuous quality improvement
- Improving and supporting remote work, such as the purchase of communications and technology hardware, software or infrastructure to provide adult protective services such as
    - laptops
    - smartphones
    - electronic tablets
    - Wi-Fi hotspots and
    - software to facilitate secure video conferencing and virtual meetings.
- Improving data collection and reporting at the caseworker, local and state levels in a manner that is consistent with (NAMRS)
- Costs associated with establishing new or improving existing processes for responding to alleged scams and frauds
- Costs associated with community outreach
- Costs associated with providing goods and services to APS clients

- Acquiring personal protection equipment and supplies
- Paying for extended hours/overtime for staff, hiring temporary staff and associated personnel costs
- Training costs
- Costs associated with assisting APS clients to secure the least restrictive option for emergency or alternative housing, and with obtaining, providing or coordinating with care transitions as appropriate; these funds can be used to temporally assist an APS client in securing housing services with a Family-Type Home for Adults

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

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

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

Equipment purchase requests (Attachment C) should be submitted directly to OCFS. OCFS will review and approve or disapprove the purchase request. If approved, then OCFS will provide the purchase request to ACL for review. Once OCFS receives the response from ACL, the LDSS will be contacted immediately by OCFS. Once prior approval is received, districts should then follow their own procurement policies.

IV. Annual Reporting Requirements

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

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

Completed programmatic reports must be emailed to Shelly Fiebich at Shelly.Aubertine-Fiebich@ocfs.ny.gov as instructed in Attachment E.

V. Claiming Requirements

There is $4,044,272 in federal funds for expenditures related to the implementation of the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services. Claims for these funds must be submitted as described below. These funds are to be used only to

reimburse expenditures beginning August 1, 2021, and ending May 31, 2023, and final accepted in the Automated Claiming System (ACS) by July 29, 2023.

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

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

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

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

VI. Contacts

Questions pertaining to the allocations may be directed to:

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

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

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

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

/s/ Lisa Ghartey Ogundimu, Esq.
Issued by:
Name: Lisa Ghartey Ogundimu, Esq.
Title: Deputy Commissioner
Division/Office: Division of Child Welfare and Community Services

/s/ Derek J. Holtzclaw
Issued by:
Name: Derek J. Holtzclaw
Title: Deputy Commissioner
Division/Office: Division of Administration

Attachment A:
District Allocation Amounts

District	Allocation	District	Allocation
Albany	$66,403	Ontario	$16,457
Allegany	$13,156	Orange	$57,049
Broome	$39,342	Orleans	$4,702
Cattaraugus	$7,178	Oswego	$23,686
Cayuga	$16,332	Otsego	$13,706
Chautauqua	$35,915	Putnam	$19,458
Chemung	$22,710	Rensselaer	$40,718
Chenango	$3,177	Rockland	$54,148
Clinton	$8,429	Saratoga	$40,093
Columbia	$17,357	Schenectady	$25,336
Cortland	$11,830	Schoharie	$5,077
Delaware	$31,714	Schuyler	$9,729
Dutchess	$51,622	Seneca	$4,552
Erie	$231,050	St. Lawrence	$29,137
Essex	$6,478	St. Regis	$1,951
Franklin	$8,654	Steuben	$41,117
Fulton	$17,108	Suffolk	$105,020
Genesee	$11,905	Sullivan	$22,860
Greene	$8,529	Tioga	$12,080
Hamilton	$1,275	Tompkins	$20,309
Herkimer	$18,383	Ulster	$15,506
Jefferson	$18,708	Warren	$9,129
Lewis	$4,051	Washington	$13,055
Livingston	$14,456	Wayne	$5,478
Madison	$7,929	Westchester	$72,831
Monroe	$109,447	Wyoming	$4,927
Montgomery	$9,629	Yates	$2,176
Nassau	$71,706		
Niagara	$55,223	NYC	$2,327,885
Oneida	$26,836		
Onondaga	$99,568	**Statewide Total**	**$4,044,272**

Attachment B:

Attestation of Use of Administration for Community Living (ACL)
American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services

This is to certify that _____ local department of social services (LDSS) will use the allocation of the American Rescue Plan Act funds authorized in the amount of $ _____ to enhance, improve and expand the ability of the LDSS's Adult Protective Services ability to investigate allegations of abuse, neglect and exploitation, as indicated below. Additionally, we will work collaboratively with any tribe residing within our district to implement this funding, as warranted.

Such funds will not be used to supplant any other state or local funds and the funds will only be used to supplement existing New York State and LDSS APS resources. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Plan for use of funds – check all that apply:

- ☐ 1. Establishing or enhancing the availability of elder shelters or other emergency, short-term housing and accompanying "wrap-around" services for APS clients
- ☐ 2. Establishing or expanding/enhancing the state-wide and local-level elder justice networks
- ☐ 3. Working with tribal adult protective services efforts
- ☐ 4. Improving or enhancing existing APS processes
- ☐ 5. Improving and supporting remote work, such as purchasing communications and technology hardware, software or infrastructure (equipment $5,000 or more needs OCFS and ACL approval)
- ☐ 6. Improving data collection and reporting at the case worker, local and state levels in a manner consistent with the National Adult Maltreatment Reporting System (NAMRS)
- ☐ 7. Establishing new or improving existing processes for responding to alleged scams and frauds
- ☐ 8. Conducting community outreach
- ☐ 9. Providing goods and services to APS clients
- ☐ 10. Acquiring personal protection equipment and supplies
- ☐ 11. Paying for extended hours/overtime for staff, hiring temporary staff and associated personnel costs
- ☐ 12. Training costs
- ☐ 13. Assisting APS clients with securing the least restrictive option for emergency or alternative housing and with obtaining, providing or coordinating with care transitions as appropriate

NOTE: On the following page, LDSSs **must identify which project goals the above selected strategies** will support and **the dollar amount** of the grant allocation that will be **devoted to that project(s)**.

LDSS's must project 2022 ARPA 2 funding allocations to completion of the chart on the following page. **LDSS's should plan on receiving approximately 80%** of the total dollar amount of the two 2021 ACL grant allocations for their 2022 ARPA 2 allocation. **(ARPA 2 = 80% of COVID-19 + ARPA 1). The minimum LDSS allocation for ARPA 2 funding is $25,000.** The LDSS then must designate that dollar amount to be expended for those project goals that will be supported by each ARPA grant allocation.

Attachment B:
Attestation of Use of Administration for Community Living
American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services

List the number of each strategy selected from previous page next to the ARPA Project Goal(s) the LDSS intends to impact with these funds (At least one Goal and one row must be selected and completed)	ARPA Project Goal	ARPA Grant #1 Funding Amount designated for each Project Goal selected	ARPA Grant #2 Funding Amount (projected) designated for each Project Goal selected	Selection aligns with current county plan Y/N
	Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.	$	$	☐ Yes ☐ No
	Enhance/improve use of legal interventions including improved awareness and training for legal systems partners and stakeholders.	$	$	☐ Yes ☐ No
	Improve/enhance effective utilization of multidisciplinary teams and community resources to improve investigations, assessments and service delivery to reduce risk and protect vulnerable adults.	$	$	☐ Yes ☐ No
	Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.	$	$	☐ Yes ☐ No
	Youth aging out of foster care or other child welfare services who could benefit from Adult Protective Services as they reach adulthood will be identified, have their needs assessed and be protected.	$	$	☐ Yes ☐ No
	Promote the safety and dignity of vulnerable adults by improving awareness of APS authority and of incidences of abuse, injury, exploitation, violence, and neglect.	$	$	☐ Yes ☐ No

Name of person completing the form:	Date: / /
Name of commissioner:	
Commissioner's signature: **X**	Date: / /

Email completed attestations to Shelly.Aubertine-Fiebich@ocfs.ny.gov by **April 11, 2022.**

Attachment B:
Strategies and Goal Guide

The chart below is included as a reference tool to assist in strategy and goal selection for the required attestation.

ACL Project Goal	Matching ACL Strategies
Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected or exploited by others. Lack of staffing resources Enhance data system/technology Identifying LDSS training specific to APS and clients Improve/enhance inter-agency collaborations Improve/enhance communications with systems/providers/agencies	*Training, Equipment, Temp staff, Response to fraud/scams, Community outreach, PPE, Travel, Improved data collections, System enhancements, enhancing existing processes, Working with Tribal APS partners, enhancing elder justice networks, Establishing/enhancing elder shelters or other emergency housing and wraparound services*
Enhance/improve use of legal interventions including improved advocacy, awareness, and training for legal systems partners and stakeholders. Better engagement/ training/ understanding with legal/court system	*Response to fraud/scams, Training, Enhancing existing processes, Temp staff*
Improve/enhance effective utilization of multidisciplinary teams and community partners and resources to improve investigations, assessments, and service delivery to reduce risk and protect vulnerable adults. Improve/enhance inter-agency collaborations Improve/enhance communications with systems/providers/agencies Partner with agencies to increase awareness Improved partnerships with financial institutions Increasing Rep Payee cases/limited supports Identify strategies to better support underserved populations	*Response to fraud/scams, PPE, travel, goods and services, working with Tribal APS partners, establishing/enhancing elder shelters or other emergency housing and wraparound services*
Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults. Lack of resources perpetuate/increase client risks	*Emergency housing and care transitions, goods and services, community outreach, working with Tribal APS partners, establishing/enhancing elder shelters or other emergency housing and wraparound services*
Promote the safety and dignity of vulnerable adults by improving awareness of APS authority and of incidences of abuse, injury, exploitation, violence, and neglect. Misunderstanding of APS roles/authority Identify strategies to better support underserved populations Partner with agencies to increase awareness of practicality of APS role Improved partnerships with financial institutions/appropriate referral	*Community outreach, training, response to fraud/scams*

Attachment C:
Large Purchase Request for Expenditure Exceeding $5,000 Form

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

Date:	/ /
Grantee Organization:	**(LDSS)**
Grantee Contact Name:	
Grantee Email:	
Grant Number:	**2101NYAPC6-00**
Attach three cost estimates for the piece of equipment you are requesting and indicate here which bid you are choosing. **Cost estimates can be bids from vendors/dealerships or print outs of cost from sellers.**	
Describe the purpose/intended use of the equipment and how the equipment willbenefit the program:	
What percentage of the total cost of the equipment/supply will these grant funds cover? **If other funding is available, please identify the source and amount.** For instance, if the total cost of the item is $10,000, and the grant program is responsible for $5,000, and state/territory funds will be used for the remaining $5,000 write 50% in this space. If grant funds will be used to for the full cost of the purchase, write 100% in this space.	% Source Amount $
What is the estimated percentage of time the equipment will be used by the APS program? If this purchase is being shared with other programs, indicate the percentage of time that the program will use this item. For instance, if you're purchasing a vehicle partially with APS grant funds and partially with state/territory funds, and your program will only have access to the vehicle 50% of the time, write 50% in this space. If the APS program will have access to the purchase 100% of the time, write 100% in this space.	%
Include an analysis of lease and purchase alternatives to determine which would be the most economical and practical procurement of the recipient and the federal government.	
Buy American Requirement: Attach information indicating the equipment isproduced in the United States.	

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

Cayuga Nation of Indians – Seneca and Cayuga Counties

Oneida Indian Nation – Madison County

Onondaga Nation – Onondaga County

St. Regis Mohawk Tribe – Franklin County

Seneca Nation of Indians – Erie, Cattaraugus and Chautauqua Counties

Tonawanda Band of Seneca – Genesee County

Tuscarora Nation – Niagara County

Unkechaug and Shinnecock Indian Nations – Suffolk County

ATTACHMENT E:
Annual Program Report Template and Instructions
New York State ACL Grant Report
REPORTING PERIOD: August 1, 2021-July 31, 2022 (One) DUE DATE August 10, 2022
August 1, 2022-July 31, 2023 (Two) DUE DATE August 10, 2023
Final Report DUE DATE October 30, 2023

Name of Local District:
Name and Title of Reporter:

Strategy Selected:

Overall Goal: List the Project Goal that was selected on page 2 of the LDSS attestation.

Objectives/Activities Updated / /	**APS Process Model Topic**	**Description of Accomplishments** (Q1)	**Outputs** (Q4)	**Description of Impact** (Q3)
List the **specific strategy** selected on page 1 of the LDSS attestation that supports the goal noted above and the actual activity completed.	**APS Process Model Topic** Select the corresponding Input/Resource and stage of the case process.	List what was accomplished with implementing the strategy/activity. List any significant partners and their role in the activity.	List services purchased, goods or staff acquired and **total expenditure**. List the number of APS clients who received the service or activity. List the number of those who were age 60 or older.	Describe the impact the activity had on the goal. Are there measurable outcomes that can be included to support the impact? Have risks been decreased and safety increased?

Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.

Instructions:

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

Due Dates: OCFS must submit two (2) statewide reports to ACL by August 31, 2022, and August 31, 2023. To meet that deadline, the **LDSS must submit the annual report to OCFS no later than August 10 of each year. The LDSS must submit the final report to OCFS no later than October 30, 2023.**

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

New York State ACL Grant Report
EXAMPLE
REPORTING PERIOD: August 1, 2021-July 31, 2022

Example 1 - Overall Goal: Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.

Objectives/Activities Updated / /	**APS Process Model Topic**	**Description of Accomplishments** (Q1)	**Outputs** (Q4)	**Description of Impact** (Q3)
Establish/enhance elder shelters or other emergency housing and wrap-around services with the development of a new contract(s) for emergency shelter	Community and interagency partnerships	Local government approved several contractual agreements with local motels. Identification of three new emergency housing locations, spread out throughout the county, closer to shopping areas.	**Current expenditures** for emergency housing for this reporting period **are $30,600**. Twelve clients have received this service, 8 of whom are age 60 or older	Twelve clients were removed from unsafe and unsanitary conditions to locations near their current neighborhoods where they could continue to use the same shopping areas and maintain existing social and professional relationships while long-term housing issues were addressed. Such placements allow for independence and dignity to remain intact.

Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.

Example 2 - Overall Goal: Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.				
Objectives/Activities **Updated / /**	**APS Process Model Topic**	**Description of Accomplishments** (Q1)	**Outputs** (Q4)	**Description of Impact** (Q3)
Improve/support remote work through the purchase laptops and cell phones for case workers	Create New/Enhance Existing Operational Supports	Ten laptops with MiFi and 10 cell phones were purchased for eight case workers and two supervisors	Current equipment and contract expenditures total $20,000. The equipment has been used for 10 months on 40 APS investigations/cases. Thirty of those cases involved clients age 60 or older.	Initial and follow up visits for all 40 cases were conducted and documented timely. Service availability is confirmed more expeditiously as this can be verified while in the field. Case notes are completed while in the field and are detailed, concise and timely.
Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.				

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

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

(i)	Subrecipient Name	Attachment A
(ii)	Subrecipient's unique entity identifier	Local Social Service Districts
(iii)	Federal Award Identification Number (FAIN)	2101NYAPC6
(iv)	Federal award date to the recipient by the HHS awarding agency	August 3, 2021
(v)	Subaward period of performance start and end dates	August 1, 2021 – September 30, 2023
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(x)	Name of the HHS awarding agency, pass-through entity and contact information for awarding official of the pass-through entity	Administration for Community Living: Shonna Clinton – (518) 474-2812 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	93.747 – American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(xii)	Identification of whether the award is research and development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimum rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75

APPROPRIATIONS

		ACCOUNT NO. Pos Cntrl	RESOLUTION DESCRIPTION	INCREASE	DECREASE	Total Annual Cost	DEPARTMENT NAME
A	6010	1 9900	Overtime	$ 3,000		$ 22,500	Social Services
A	6010	2 2050	Computer Equipment	$ 5,000		$ 197,320	Social Services
A	6010	4 4039	Conferences Training Tuition	$ 17,000		$ 64,000	Social Services
A	6010	4 4042	Printing and Advertising	$ 3,700		$ 46,000	Social Services
A	6010	4 4046	Fees for Services	$ 32,703		$ 947,690	Social Services
A	6070	4 4046	Fees for Services	$ 5,000		$ 810,335	Social Services
			TOTAL APPROPRATIONS	$ 66,403	$ -		SOCIAL SERVICES

ESTIMATED REVENUES

		ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE		DEPARTMENT NAME
			REVENUES				
A	6010	4610	Social Services Admin - Federal		$ 61,403	$ 12,734,960	Social Services
A	6070	4670	Purchase of Srvs for Recipients - Federal		$ 5,000	$ 170,710	Social Services
			TOTAL ESTIMATED REVENUES	$ -	$ 66,403		SOCIAL SERVICES
			GRAND TOTALS	$ 66,403	$ 66,403		SOCIAL SERVICES

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

June 8, 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:

The Albany County Department of Social Services currently has two Registered Nurse vacancies that were built in the 2022 Budget to accommodate a salary of $57,054, which is well below the current competitive salary structure for Registered Nurses. We have been unable to fill these positions for more than two years which has caused us to be out of compliance with NYS Department of Health regulatory requirements for our home care cases.

During the last two years, we have been attempting to recruit RNs through an ongoing job posting on the County website, posting the openings on Indeed, we were granted by the County Legislature a waiver for the residency requirement for a year, we have asked our contracted home care providers for assistance but they too are struggling in recruiting RNs and are only able to assist once a month. We have also attempted to recruit temporary help but the hourly rate is also not competitive with what RNs are paid for temporary work. We have also attempted to recruit from local colleges as well as from a list of names that Larry Slatky, Shaker Place provided to us. Even with all of these approaches, we have been unsuccessful due to the very low salary we are paying.

We currently have more than 120 cases that are awaiting a new assessment or a required 6 month re-assessment for Medicaid home care services, as well as updated care plans. These assessments are critical for the individuals we serve so we can ensure they are receiving the appropriate care to remain safely in their homes.

To get back into compliance with regulation and continue to provide the appropriate home care services to individuals in need, we are requesting an increase to both of the Registered Nurse lines so that they reflect the increased salary level in the department's 2022 Budget. We are also requesting an increase in our Temporary Help line because we may continue to need to attempt to recruit Temporary Help to assist with the backlog of cases.

Sincerely,

Michele G. McClave
Commissioner

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

File #: TMP-3394, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment for Social Services (RN)

Date:	6/6/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep. Attending Meeting:	Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☐ Fringe
☒ Personnel
☐ Personnel Non-Individual

☒ Revenue

Increase Account/Line No.: See budget worksheet
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):
Click or tap here to enter text.

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: 18 NYCRR 505.14

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

County Budget Accounts:

Revenue Account and Line: See budget worksheet
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: See budget worksheet
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) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

The Albany County Department of Social Services currently has two Registered Nurse vacancies that were built in the 2022 Budget to accommodate a salary of $57,054, which is well below the current competitive salary structure for Registered Nurses. We have been unable to fill these positions for more than two years which has caused us to be out of compliance with NYS Department of Health regulatory requirements for our home care cases.

During the last two years, we have been attempting to recruit RNs through an ongoing job posting on the County website, posting the openings on Indeed, we were granted by the County Legislature a waiver for the residency requirement for a year, we have asked our contracted home care providers for assistance but they too are struggling in recruiting RNs and are only able to assist once a month. We have also attempted to recruit temporary help but the hourly rate is also not competitive with what RNs are paid for temporary work. We have also attempted to recruit from local colleges as well as from a list of names that Larry Slatky, Shaker Place provided to us. Even with all of these approaches, we have been unsuccessful due to the very low salary we are paying.

We did determine that we are able to charge 100% of the RN's salary towards Medicaid Administrative costs, because the assessments and care plans the RN's are conducting are for Medicaid eligible individuals.

We currently have more than 120 cases that are awaiting a new assessment or a required 6 month re-assessment for Medicaid home care services, as well as updated care plans. These assessments are critical for the individuals we serve so we can ensure they are receiving the appropriate care to remain safely in their homes.

To get back into compliance with regulation and continue to provide the appropriate home care services to individuals in need, we are requesting an increase to both of the Registered Nurse lines so that they reflect the increased salary level in the department's 2022 Budget. We are also requesting an increase in our Temporary Help line because we may

continue to need to continue to attempt recruit Temporary Help to assist with the backlog of cases.

The attached spreadsheet details the following changes that the Department of Social Services respectfully requests legislative approval for:

Increase Appropriation in A6010.1 by $100,361 by:

Increase Line Item A6010.1.2128.001 Registered Nurse by $24,846 with an annual salary of $81,900.

Increase Line Item A6010.1.2128.004 Registered Nurse by $24,846 with an annual salary of $81,900.

Increase Line Item A6010.8.9970 Temporary Help for a total annual cost of $57,600

Increase Line Item A6010.8.9010 State Retirement by $9,342 for a total DSS Appropriation of $2,417,189

Increase Line Item A6010.8.9030 Social Security by $3,801 for a total DSS Appropriation of $1,218,098

Increase Line Item A6010.8.9060 Hospital and Medical Insurance by $11,926 for a total DSS Appropriation of $4,504,123

Increase Revenue in A3610 Social Services Administration by $25,090.

Increase Revenue in A4610 Social Services Administration by $75,271.

APPROPRIATIONS

		ACCOUNT NO.		Pos Cntrl	RESOLUTION DESCRIPTION	INCREASE	DECREASE	Total Annual Cost	DEPARTMENT NAME
A	6010	1 2128	001	460028	Registered Nurse	$ 24,846		$ 81,900	Social Services
A	6010	1 2128	004	460052	Registered Nurse	$ 24,846		$ 81,900	Social Services
A	6010	1 9970			Temporary Help	$ 25,600		$ 57,600	Social Services
A	6010	8 9010			State Retirement	$ 9,342		$ 2,417,189	Social Services
A	6010	8 9030			Social Security	$ 3,801		$ 1,218,098	Social Services
A	6010	8 9060			Hospital and Medical Insurance	$ 11,926		$ 4,504,123	Social Services
					TOTAL APPROPRATIONS	$ 100,361	$ -		SOCIAL SERVICES

ESTIMATED REVENUES

		ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE		DEPARTMENT NAME
			REVENUES				
A	6010	3610	Social Services Admin - State		$ 25,090	$ 4,215,379	Social Services
A	6010	4610	Social Services Admin - Federal		$ 75,271	$ 12,748,828	Social Services
			TOTAL ESTIMATED REVENUES	$ -	$ 100,361		SOCIAL SERVICES
			GRAND TOTALS	$ 100,361	$ 100,361		SOCIAL SERVICES

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
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MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

June 8, 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:

The Albany County Department of Social Services currently has two Account Clerk II vacancies that were built in the 2022 Budget to accommodate a salary below a 10th year step level. Due to the fact that current applicants/candidates are currently at the 10th year step level, we need to increase both of these lines so that they reflect the 10th year step level in the department's 2022 Budget.

Sufficient appropriation to fund the Account Clerk II increases is available in two Eligibility Examiner I personnel lines which have been filled at the minimum step level but were built in the 2022 Budget at higher than the minimum step level. The attached budget worksheet details the request.

Sincerely,

Michele G. McClave
Commissioner

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

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

File #: TMP-3380, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment for Social Services (Acct Clerk II)

Date:	6/1/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☒ Personnel
☐ Personnel Non-Individual

☒ Revenue

Increase Account/Line No.: See attached budget worksheet
Source of Funds: 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):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: See attached budget worksheet
Revenue Amount: .

Appropriation Account and Line: See attached budget worksheet
Appropriation Amount: .

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) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

The Albany County Department of Social Services currently has two Account Clerk II vacancies that were built in the 2022 Budget to accommodate a salary below a 10th year step level. Due to the fact that current applicants/candidates are currently at the 10th year step level, we need to increase both of these lines so that they reflect the 10th year step level in the department's 2022 Budget. Sufficient appropriation to fund the Account Clerk II increases is available in two Eligibility Examiner I personnel lines which have been filled at the minimum step level but were built in the 2022 Budget at higher than the minimum step level.

The attached spreadsheet details the following changes that the Department of Social Services respectfully requests legislative approval for:

Decrease Appropriation in A6010.1 by $728 by:

Increase Line Item A6010.1.6104.005 Account Clerk II by $1,902 with an annual salary of $52,627.

Increase Line Item A6010.1.6104.002 Account Clerk II by $2,527 with an annual salary of $52,627.

Decrease Line Item A6010.1.5225.105 Eligibility Examiner I by $1,054 with an annual salary of $39,959.

Decrease Line Item A6010.1.5225.003 Eligibility Examiner I by $4,103 with an annual salary of $39,959.

Increase Revenue in A3610 Social Services Administration by $75.

Decrease Revenue in A4610 Social Services Administration by $803.

APPROPRIATIONS

		ACCOUNT NO.		Pos Cntrl	RESOLUTION DESCRIPTION	INCREASE	DECREASE	Total Annual Cost	DEPARTMENT NAME
A	6010	1 6104	005	460432	Account Clerk II	$ 1,902		$ 52,627	Social Services
A	6010	1 6104	002	460429	Account Clerk II	$ 2,527		$ 52,627	Social Services
A	6010	1 5225	105	460616	Eligibility Examiner I		$ 1,054	$ 39,959	Social Services
A	6010	1 5225	003	460345	Eligibility Examiner I		$ 4,103	$ 39,959	Social Services
					TOTAL APPROPRATIONS	$ 4,429	$ 5,157		SOCIAL SERVICES

ESTIMATED REVENUES

	ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE	INCREASE		DEPARTMENT NAME
			REVENUES				
A	6010	3610	Social Services Admin - State		$ 75	$ 4,190,364	Social Services
A	6010	4610	Social Services Admin - Federal	$ 803		$ 12,672,754	Social Services
			TOTAL ESTIMATED REVENUES	$ 803	$ 75		SOCIAL SERVICES
			GRAND TOTALS	$ 5,232	$ 5,232		SOCIAL SERVICES