

County of Albany

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



Meeting Agenda

Tuesday, October 25, 2022

5:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

CURRENT BUSINESS:

3. AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS
4. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS
5. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES
6. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING RESIDENTIAL DOMESTIC VIOLENCE SERVICES
7. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AMENDING THE 2022 DEPARTMENT OF SOCIAL SERVICES BUDGET
8. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES
9. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE HOME RUN PROGRAM
10. AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE LASALLE JUVENILE REPORTING AND FAMILY CENTER
11. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF THE FUNCTIONAL FAMILY THERAPY PROGRAM

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12. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE IMPLEMENTATION OF THE MULTISYSTEM THERAPY
 13. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
 14. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
 15. AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
 16. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE SEX ABUSE PREVENTION PROGRAM
 17. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE JUVENILE SEX OFFENDER PROGRAM
 18. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE FOCUS ON THE FUTURE PROGRAM
 19. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES - PARENT CARE PROGRAM
 20. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES
 21. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
 22. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING THE CONNECTIONS PROGRAM
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- 23. AUTHORIZING AN AGREEMENT WITH CHILDREN'S HEALTH HOME OF UPSTATE NEW YORK REGARDING REIMBURSEMENT OF MEDICAID CARE MANAGEMENT SERVICES PROVIDED TO CHILDREN IN ALBANY COUNTY
- 24. AUTHORIZING AGREEMENTS WITH VARIOUS AGENCIES REGARDING THE FACILITATION OF SERVICES ASSOCIATED WITH THE FAMILY FIRST PREVENTION SERVICES ACT
- 25. AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS

County of Albany

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



Meeting Minutes

Tuesday, September 27, 2022

5:30 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Social Services Committee

CURRENT BUSINESS:

Present: Merton D. Simpson, Norma J. Chapman, Mickey Cleary, Patrice Lockart, Carolyn McLaughlin, Jeff S. Perlee and Christopher H. Smith

Excused: Samuel I. Fein and Nathan L. Bruschi

1. APPROVING PREVIOUS MEETING MINUTES

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

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

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

3. LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

This Local Law was tabled at the request of the Sponsor.

4. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT REGARDING THE SAFE HARBOR INITIATIVE

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

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

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

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

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

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

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

8. AUTHORIZING AN AGREEMENT WITH PINE RIDGE INDUSTRIES FOR THE PROVISION OF EMPLOYMENT SUCCESS COACHING

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

9. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES AND SAFETY NET RECIPIENTS

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

10. AUTHORIZING AN EXTENSION OF A LEASE AGREEMENT WITH CAPITAL DISTRICT YOUTH CENTER, INC. REGARDING THE EXPANSION OF THE CAPITAL DISTRICT JUVENILE SECURE DETENTION FACILITY

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

LOCAL LAW “M” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

Introduced: 9/12/22

By Messrs. Mauriello and Burgdorf, Messrs. Collins, Drake, Grimm, Perlee, and Tunny; Mss. Lockart and Whalen:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

SECTION 1. Title.

This Local Law shall be known as the “Stop Illegal Guns Now (SIGN) Law.”

SECTION 2. Legislative intent.

The purpose of this Local Law is to provide for and promote the safety of the general public by providing informational notices about the danger of illegal firearms.

This Legislature finds that crimes committed in New York State with firearms are typically perpetrated by individuals who possess the firearm illegally. A 2016 report by the Office of the New York Attorney General indicates 74% of the weapons recovered by law enforcement used in criminal activity were possessed illegally. A report issued by the United States Department of Justice in 2016 indicated more than half of State and Federal prisoners who had used a firearm during their offense possessed it illegally.

This Legislature believes that providing information to the public about the danger of, and instructions regarding the disposal of, illegal firearms can make Albany County safer.

SECTION 3. Definitions.

a. Notice-required home visit. Any home visit conducted by the Department for Aging, Department of Children, Youth, and Families, Department of Health, Department of Mental Health, Department of Probation, Department of Social Services, or the Veterans Services Bureau within the County of Albany, or by any organization contracting with Albany County for the purpose of providing services on behalf of Albany County or as part of a program offered in partnership with Albany County, provided, however, that nothing in this Section shall be construed to include personnel or contractors providing home delivered meals as a “notice-required home visit.”

b. Notice-required public facility. Any building owned and operated by Albany County which is open for public entry, as well as any public structure employed by an organization contracting with Albany County for the purpose of providing services on behalf of Albany County or as part of a program offered in partnership with Albany County.

c. Initial consultation. Any interaction taken part by a County employee or contractor working on behalf of Albany County which is the first interaction with an individual receiving programming which is included within notice-required home visits.

SECTION 4. Illegal Firearm Awareness Notice

a. At every notice-required home visit which is an initial consultation, County personnel shall distribute a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

WARNING

**ILLEGAL GUNS ARE USED IN THE MAJORITY
OF GUN-BASED CRIMES IN NEW YORK STATE.
POSSESSION OF AN ILLEGAL GUN
ENDANGERS EVERY MEMBER OF YOUR
HOUSEHOLD AND COMMUNITY.**

**YOU CAN NOT BE CHARGED WITH ILLEGAL
POSSESSION OF A FIREARM IF IT IS
VOLUNTARILY SURRENDERED. IF YOU OR A
LOVED ONE POSSESSES AN ILLEGAL
FIREARM, YOU CAN VOLUNTARILY DISPOSE
OF THE WEAPON BY CALLING THE ALBANY
COUNTY SHERIFF'S DEPARTMENT AT (518)
487-5400.**

b. Every notice-required public facility shall, in a prominent place, display a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

WARNING

**ILLEGAL GUNS ARE USED IN THE MAJORITY
OF GUN-BASED CRIMES IN NEW YORK STATE.
POSSESSION OF AN ILLEGAL GUN
ENDANGERS EVERY MEMBER OF YOUR
HOUSEHOLD AND COMMUNITY.**

YOU CAN NOT BE CHARGED WITH ILLEGAL POSSESSION OF A FIREARM IF IT IS VOLUNTARILY SURRENDERED. IF YOU OR A LOVED ONE POSSESSES AN ILLEGAL FIREARM, YOU CAN VOLUNTARILY DISPOSE OF THE WEAPON BY CALLING THE ALBANY COUNTY SHERIFF'S DEPARTMENT AT (518) 487-5400.

SECTION 5. Effective Date

This law shall take effect on the thirtieth day after it shall have become law, however, any obligations required of organizations contracting with Albany County shall take effect upon the creation or renewal of their contractual agreement with Albany County.

LOCAL LAW “M” FOR 2022

A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

Introduced: 9/12/22

By Messrs. Mauriello and Burgdorf, Messrs. Collins, Drake, Grimm, Perlee, and Tunny; Mss. Lockart and Whalen:

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This Legislature believes that providing information to the public about the danger of, and instructions regarding the disposal of, illegal firearms can make Albany County safer.

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b. Notice-required public facility. Any building owned and operated by Albany County which is open for public entry, as well as any public structure employed by an organization contracting with Albany County for the purpose of providing services on

behalf of Albany County or as part of a program offered in partnership with Albany County.

SECTION 4. Illegal Firearm Awareness Notice

a. At every notice-required home visit, County personnel shall distribute a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

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OF GUN-BASED CRIMES IN NEW YORK STATE.
POSSESSION OF AN ILLEGAL GUN
ENDANGERS EVERY MEMBER OF YOUR
HOUSEHOLD AND COMMUNITY.**

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VOLUNTARILY SURRENDERED. IF YOU OR A
LOVED ONE POSSESSES AN ILLEGAL
FIREARM, YOU CAN VOLUNTARILY DISPOSE
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COUNTY SHERIFF'S DEPARTMENT AT (518)
487-5400.**

b. Every notice-required public facility shall, in a prominent place, display a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

WARNING

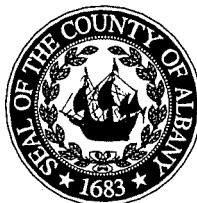
**ILLEGAL GUNS ARE USED IN THE MAJORITY
OF GUN-BASED CRIMES IN NEW YORK STATE.
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HOUSEHOLD AND COMMUNITY.**

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VOLUNTARILY SURRENDERED. IF YOU OR A
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FIREARM, YOU CAN VOLUNTARILY DISPOSE
OF THE WEAPON BY CALLING THE ALBANY**

**COUNTY SHERIFF'S DEPARTMENT AT (518)
487-5400.**

SECTION 5. Effective Date

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DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 5, 2022

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

Dear Chairman Joyce,

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

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary.

Department procedures require recipients to contact both providers to obtain the lowest quote for their moving and/or storage services. DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3638, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Moving & Storage)

Date: 9/22/2022
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):

Don's Moving & Storage

897 Broadway

Albany, NY

Additional Parties (Names/addresses):

Liedkie Moving & Storage

2696 Curry Rd

Schenectady, NY

Amount/Raise Schedule/Fee: \$150,000

Scope of Services: Moving and storage services for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary

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 352.6

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

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642

Revenue Amount: \$26,375.00 \$15,037.00 \$35,888.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

Appropriation Amount: \$26,375.00 \$51,850.00 \$71,775.00

Source of Funding - (Percentages)

Federal: 17.6%

State: 34%

County: 48.4%

Local: .

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 281

Date of Adoption: 9/13/2021

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary. Department procedures require recipients to contact both vendors to obtain the lowest quote for their moving and/or storage services.

Local Social Services districts (DSS) are required to provide for payment of moving services on behalf of a temporary assistance recipient when the client demonstrates the need and the relocation falls into any of the following categories:

(1) The move is to a less expensive rental property and the amount paid for a security deposit and moving expenses is less than the amount of a two-year difference in rentals; or

(2) The move is necessitated by one of the following criteria:

a) The need to move results from a disaster/catastrophe and/or a vacate order placed against the premises by a health agency or code enforcement agency;

b) The move is necessitated by a serious medical or physical handicap condition. Such need must be verified by specific medical diagnosis;

c) The individual or family is rendered homeless as a result of having been put out by another occupant with whom they were sharing accommodations;

- d) The move is from temporary to permanent housing;
- e) The move is from permanent housing to temporary housing whenever necessary due to the unavailability of permanent housing;
- f) Move is from one temporary accommodation to another temporary accommodation whenever necessary due to the unavailability of permanent housing;
- g) The move is from an approved relocation site or to an approved cooperative apartment; or
- h) There is a living situation which adversely affects the mental or physical health of the individual or family, and the need for alternate housing is urgent, and not issuing a security deposit, moving expenses and/or brokers' or finders' fees would prove detrimental to the health, safety and well-being of the individual or family.

DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

For the period 1/1/21 - 12/31/22 32 family and/or individuals were served for Moving and/or Storage services.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
LIEDKIE MOVING AND STORAGE. INC.**

PURSUANT TO RESOLUTION NO. 281, ADOPTED 9/13/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Liedkie Moving and Storage, Inc., located at 2696 Curry Rd Schenectady, New York 12203 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County, acting through the Department, pursuant to Section 352.2 of the Social Services Law, is responsible for providing moving and storage of household goods including furniture and personal belongings to residents in receipt of Temporary Assistance under eligible conditions; and

WHEREAS, the County has heretofore requested moving and storage services for the Albany County Department of Social Services, and

WHEREAS, the Provider has heretofore submitted a proposal for moving and storage services; and

WHEREAS, the County has accepted the proposal of the Provider to provide the aforementioned services.

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Moving services are services to move household items for a recipient of Temporary Assistance (hereinafter referred to as "Customer") whom the Department has determined to be eligible to receive said services.

Storage services are services to temporarily store household items for a Customer whom the Department has determined to be eligible to receive such services.

The Provider will bill the Department as detailed in Exhibit 1 of this Agreement, at rates equal to or less than the Provider's Proposal Package, which are incorporated by reference and made a part of this Agreement:

ARTICLE II. TERM OF CONTRACT

The term of this Agreement shall commence on January 1, 2022 and will continue in effect through December 31, 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 III. 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 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. 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. SCHEDULE

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

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

ARTICLE VII. RELATIONSHIP

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

ARTICLE VIII. 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 IX. 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. 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.

ARTICLE X. REMEDY FOR BREACH

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

ARTICLE XI. 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 XII. 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 XIII. 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 XIV. 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 XV. INTERPRETATION

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

ARTICLE XVI. 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 XVII. 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 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. 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 XX. MODIFICATION

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

ARTICLE XXI. 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 XXII. 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 XXIII. ADDITIONAL ASSURANCES

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

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

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

COUNTY OF ALBANY

DATE: 2/17/2022

BY: _____

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

**LIEDKIE MOVING
AND STORAGE, INC.**

DATE: 1/5/22

BY: _____

Signature

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 17th day of February, 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 Schenectady) SS.:

On the 5 day of January, 2021, before me, the undersigned, personally appeared Thomas A. Taya, 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.

CARA K. KOHL
Notary Public, State of New York
No. 01KO6347701
Qualified in Schenectady County
Commission Expires September 12, 2024

Cara K Kohl-Palton
Notary Public

SCHEDULE A
INSURANCE COVERAGE

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

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

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

SCHEDULE B

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).

Organization

Authorized Signature

Title

Date

SCHEDULE C

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

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

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

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

Organization

Authorized Signature

Title

Date

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

EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

The County will reimburse the Provider for services rendered at the rate **equal to or less than** those presented in the provider's proposal Package.

- a. A voucher, signed by a Department agent authorizing amounts and specific household items to be moved and/or stored and/or delivered to a household individual. Upon receipt of the authorized voucher and after delivery and/or storage, the household member whose name appears on the authorized voucher would sign it.
- b. Move/Storage of essential household item rates were established in response to the request for purchasing as follows:

Moving Cost at hourly rate:

Hourly Rate	\$96	(3 hour minimum)	2 workers
Additional Help	\$30	per hour	1 additional worker if needed

Moving Cost at flat rate:

# of Household Members	Amount of Boxes (maximum)	# of Bedrooms	Flat Rate
1	10	1	288
2	15	2	384
3	20	3	504
4	25	4	786
5	30	5	882
6+	35	6+	1,008
Flat rate charge includes moves within a 25 mile radius			

Storage Cost:

Overnight storage	\$150 a day	storage on a truck	26-28 foot
Short Term Storage	\$1.44 per day	per pod	5'x7'x7'
Medium Term Storage	\$9 per week	per pod	5'x7'x7'
Long Term Storage	\$36 per Month	per pod	5'x7'x7'

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

II. Billing and Reimbursement

The County will reimburse the Provider for the moving and storage of items authorized and provided to an eligible person(s) as follows:

- a. A Department representative will authorize a signed voucher to the Customer, who will in turn give the voucher to the Provider. The voucher is an authorization to either move and/or store household listed items from a residential or to a storage facility. The Customer will sign the voucher once the purchase and delivery are complete. The Provider will then send the voucher, with Customer and Provider signatures, to the Department for request of payment.
- b. The County will reimburse the Provider who bills with original authorized and signed vouchers to the Department as follows:

Albany County Department of Social Services
162 Washington Ave.
Albany, New York 12210-2304
Attn. David Bradley
- c. Eligibility authorizations, in behalf of the Customer, will be made in compliance with current federal and State regulations.
- d. The Provider will be responsible for directly billing other local social services departments, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.
- e. No delivery substitutions may be made for an authorized voucher specified delivery. For example, an authorized voucher to relocate items from one residential address to another cannot be delivered to any other address then specified on the voucher.
- f. The Customer will list all items to be moved and/or stored to the Provider. The Provider will only move those items based on a rate agreed upon before authorization of a voucher will be given to the Customer.
- g. If not all items for move and/or storage are listed prior to the voucher approval, the Provider must return the voucher authorization to the Department and request approval for a new voucher at the rate that includes the additional items to be moved and/or stored.
- h. Provider is responsible to arrange and confirm appropriate date/time prior to approved move and/or storage with the Customer. County will not be liable for additional charges resulting from scheduling conflicts due to lack of communication between Provider and Customer.

Client#: 1699757

LIEDKMOV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/02/2022

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

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

PRODUCER USI Insurance Services, LLC 300 Meridian Centre Blvd. Suite 100 Rochester, NY 14618		CONTACT NAME: USI Insurance Services, LLC PHONE (A/C, No, Ext): 315-295-3768 FAX (A/C, No): 315-295-3785 E-MAIL ADDRESS: CLSyracuse@USI.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: TransGuard Insurance Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Liedkie Moving & Storage, Inc. Metro Movers, Inc. 2696 Curry Road Schenectady, NY 12303		NAIC # 28886	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		TCP000131204	01/19/2022	01/19/2023	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		TCP000131204	01/19/2022	01/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		TCU000088904	01/19/2022	01/19/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo Liability		TCP000131204	01/19/2022	01/19/2023	\$200,000 Any One Loss \$500,000 Aggregate

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

This Certificate is issued for insured operations usual to Moving & Storage

CERTIFICATE HOLDER

CANCELLATION

Albany County DDS
 162 Washington Avenue
 Albany, NY 12210-0000

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





PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141707071

LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER LIEDKIE MOVING AND STORAGE INC 2696 CURRY ROAD SCHENECTADY NY 12303		CERTIFICATE HOLDER ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICE 162 WASHINGTON AVE 3RD FL ALBANY NY 12210	
POLICY NUMBER Z2059 485-9	CERTIFICATE NUMBER 358263	POLICY PERIOD 10/01/2021 TO 10/01/2022	DATE 1/20/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2059 485-9, 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.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 383407929



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 5, 2022

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

Dear Chairman Joyce,

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

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

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

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3639, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Home Establishment)

Date: 9/22/2022
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):

City Discount Furniture

268 Central Ave., Albany NY 12206

Additional Parties (Names/addresses):

Furniture Liquidators USA, LLC

7 Colvin Ave., Albany, NY 12206

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR 352.7

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642

Revenue Amount: \$130,143.00 \$18,470.00 \$3,084.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

Appropriation Amount: \$130,143.00 \$63,690.00 \$6,167.00

Source of Funding - (Percentages)

Federal: 65%

State: 11%

County: 24%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 410

Date of Adoption: 11/8/2021

Justification: (state briefly why legislative action is requested)

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

Essential Household Item rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities. Below are the negotiated rates established by Albany County:

Essential Household Items

<u>Item</u>	<u>Maximum Amount Allowable</u>
Living Room	\$325.00
Single Bed or Crib	\$215.00
Two Single Beds	\$279.00
Double Beds	\$270.00
Kitchen	\$260.00 (Plus \$12.00 for each additional person)
Range	\$182.00
Refrigerator	\$182.00 (or \$258.00 for four or more persons)
Bathroom	\$ 6.00 (\$4.00 for each additional person)
Cabinet for Linens/Dresser	\$260.00
Stove for Heating	\$72.00 (or \$82.00 for five or more persons)
Delivery	\$50 maximum

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

During the period 7/1/2021- 6/30/22 42 unduplicated clients were served under this contract. An RFP is not required as ACDSS contracts with all willing and able providers.

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
CITY DISCOUNT FURNITURE**

PURSUANT TO RESOLUTION NO. 410, ADOPTED 11/8/2021

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and City Discount Furniture located at 268 Central Ave., Albany, New York 12206 (hereinafter referred to as the "Provider").

WITNESSETH

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

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

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

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

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

Essential Household Items

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

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

ARTICLE II. ACCOUNTING RECORDS

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

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

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

ARTICLE III. ASSIGNMENTS

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

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

ARTICLE IV. COOPERATION

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

ARTICLE V. SCHEDULE

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

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. INDEMNIFICATION

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

ARTICLE VIII. INSURANCE

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

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

ARTICLE IX. REMEDY FOR BREACH

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

ARTICLE X. SUSPENSION AND DEBARMENT

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

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

ARTICLE XI. NON-DISCRIMINATION

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

ARTICLE XII. TERM AND TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XIII. FEDERAL LOBBYING

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

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

ARTICLE XIV. MACBRIDE PRINCIPLES

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

ARTICLE XV. APPLICABLE LAW

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

ARTICLE XVI. INVALID PROVISIONS

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

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

ARTICLE XVII. MODIFICATION

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

ARTICLE XVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XIX. NON-APPROPRIATIONS

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

ARTICLE XX. ADDITIONAL ASSURANCES

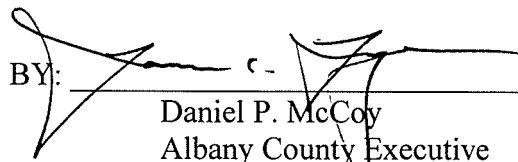
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

COUNTY OF ALBANY

DATE: 2/7/2022

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

CITY DISCOUNT FURNITURE

DATE: 1-6-22

BY: 
 Signature
owner
 Title

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

On the ____ day of _____, 202__, 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

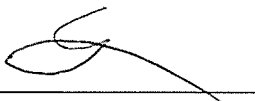
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of February, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

On the 6th day of January, 2022, before me, the undersigned, personally appeared Mohammad Barak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GABRIELLA DELBOIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6417746
Qualified in Albany County
My Commission Expires 05-24-2025


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


NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

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

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

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 1-6-22

By: _____

Signature

owner
Title

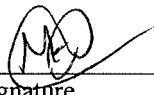
SCHEDULE C

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).

city discount furniture
 Organization

 Authorized Signature
owner
 Title
1-6-22
 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.

city Discount Furniture
Organization


Authorized Signature

owner
Title

1-6-22
Date

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

EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

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

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

Essential Household Items

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

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

II. Billing and Reimbursement

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2022

53

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

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

PRODUCER The Heritage Group 1184 Troy- Schenectady Road Suite # 102 Latham NY 12110	CONTACT NAME: Meghan Salmon PHONE (A/C, No, Ext): (518) 782-0001 FAX (A/C, No): (518) 782-9908 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: The Phoenix Ins. Co. 25623 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED City Discount Furniture Inc D/B/A City Discount Furniture 268 Central Ave Albany NY 12206	

COVERAGES**CERTIFICATE NUMBER:** 2021-2022**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BZS62472518	12/15/2021	12/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAS62472518	12/15/2021	12/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB1S627032	04/02/2021	04/02/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

(Certificate Holder) is/are named additional insured with regard to the General Liability policy as required by written contract per general liability coverage form BP79960710

CERTIFICATE HOLDER**CANCELLATION**

City of Albany Department of Social Services
162 Washington Avenue

Albany

NY 12210

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

AUTHORIZED REPRESENTATIVE



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 5, 2022

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

Dear Chairman Joyce,

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

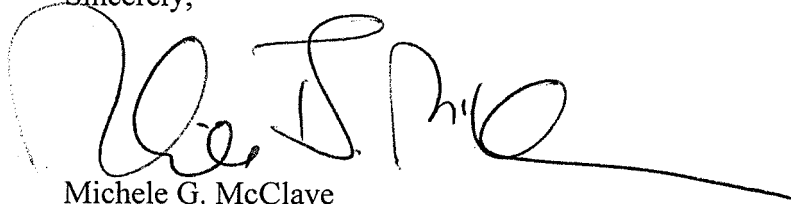
Authorization is requested to contract with Equinox, Inc. to provide Albany County with a 24-hour domestic violence hotline and in person assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities. The total contract amount is \$171,725.

Equinox will provide two service types. CORE SERVICES:

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

TANF Services (NON-CORE SERVICES): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$40,890.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michele G. McClave', with a long horizontal flourish extending to the right.

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3663, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox NRDV)

Date: 9/27/2022
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):

Equinox, Inc.
500 Central Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 171,725

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR Part 462 (Core services only)

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

Revenue Account and Line: AA6010 04610 AA6070 04615

Revenue Amount: \$40,890.00 \$130,835.00

Appropriation Account and Line: AA6010 44046 AA6070 44046

Appropriation Amount: \$40,890.00 \$130,835.00

Source of Funding - (Percentages)

Federal: 100%

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023-12/31/2023

Length of Contract: 12 months

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 412

Date of Adoption: 11/8/2021

Justification: (state briefly why legislative action is requested)

Core Services: Authorization is requested to contract with Equinox, Inc. to provide Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Equinox also provides case management services to DV victims including those in or transitioning out of residential shelters and/or motels. Funding for core services is \$130,835. Non-core services and funding amount is outlined below.

TANF Services (non-Core Services): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is \$40,890.

All funding for non-residential domestic violence providers is established by NYS. Authority is requested to pay the State-

established funded amount, as reflected herein, or as subsequently promulgated by NYS.

Equinox helpline took 1,875 calls and 278 NRDV cases were opened from 7/1/21-6/30/22.



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-20
To:	Local Department of Social Services Commissioners
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Administration
Date:	June 30, 2022
Subject:	Temporary Assistance for Needy Families (TANF) Funding for Non-Residential Domestic Violence Services for State Fiscal Year (SFY) 2022-23
Contact Person(s):	See section VI.
Attachments:	Attachment A: <i>SFY 2022-23 TANF Non-Residential Domestic Violence Services Allocation</i> Attachment B: <i>SFY 2022-23 TANF Non-Residential Domestic Violence Services Plan and Allocation Attestation</i> Attachment C: <i>Federal TANF Funding Guidelines and Claiming Instructions</i> Attachment D: <i>Attachment for U.S. Department of Health and Human Services Grants</i>

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to notify local departments of social services (LDSSs) of their allocations for non-residential domestic violence (DV) services administered through the New York State Office of Children and Family Services (OCFS). The enacted budget for State Fiscal Year (SFY) 2022-23 includes a Temporary Assistance for Needy Families (TANF) appropriation of \$3,200,000 for the provision of non-residential DV services. There are no notable changes from last year's issuance of this LCM. The allocation for each LDSS is listed in Attachment A of this document. This LCM includes the Attachment for U.S. Department of Health and Human Services Grants, which must be provided to all subrecipients per Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Section 352.

II. Background

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

III. Allocation Methodology

TANF funding for non-residential DV services is allocated to LDSSs based on a proportion of the population served, as reported in the OCFS Domestic Violence Information System (DVIS), for the 20 LDSSs with the largest population served and granting a \$25,000 floor for the remaining LDSSs. To mitigate the impact of this methodology, no LDSS will receive a reduction of more than 5.0% and no LDSS will receive an increase of more than 4.6% from the prior year. In future years, these thresholds may change. Those counties that did not claim funds in the last three finalized plan years, Non-Res DV 15 through 17, will not receive an allocation. Please see Attachment A for a complete list of LDSS allocations.

IV. Program Implications and Federal TANF Funding Guidelines

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

Each LDSS must complete Attachment B, *TANF SFY 2022-23 Non-Residential Domestic Violence Services Plan and Allocation Attestation*, indicating whether the LDSS intends to access its TANF allocation. If the LDSS intends to use the funds, it must submit a plan for each approved non-residential DV service provider that will receive money from this allocation. The plans must provide a description of the programs and services to be provided with the TANF monies for TANF-eligible victims of DV and their children.

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

Please send the signed and dated Attachment B and plans by August 1, 2022, by electronic mail to the Bureau of Domestic Violence Prevention and Victim Support email mailbox: ocfs.sm.dvbureau@ocfs.ny.gov.

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

V. Claiming Instructions and Periods

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

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

reported on the Schedule D, LDSS-2347, *DSS Administrative Expenses Allocation and Distribution by Function and Program*, in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, *RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs*, using the project label *Non-Res DV 2022-23* from the drop-down menu on the Automated Claiming System (ACS).

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

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

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

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

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

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

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

All open RF17 Non-Residential DV projects are shown in the table below with their services periods and final accept dates. Any LDSS that has a remaining *Non-Res DV 18 and 19, and 2021-22* allocation should spend down those balances prior to claiming for *Non-Res DV 2022-23* monies. OCFS may reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations.

RF17 Project Name	State Fiscal Year Funding	Expenses Incurred From	Expenses Incurred To	Final Accepted in ACS
Non-Res DV 2022-23	SFY 2022-23	October 1, 2021	September 30, 2022	March 30, 2023
Non-Res DV 2021-22	SFY 2021-22	October 1, 2020	September 30, 2022	March 30, 2023
Non-Res DV 19	SFY 2020-21	October 1, 2019	September 30, 2022	March 30, 2023
Non-Res DV 18	SFY 2019-20	October 1, 2018	June 30, 2022	August 15, 2022

VI. Contacts

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

OCFS Home Office

Marie Limbach, Bureau of Domestic Violence Prevention and Victim Support at (518) 473-8267, Marie.Limbach@ocfs.ny.gov.

Regional Offices

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

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

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

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

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

Michael.Simon@otda.ny.gov

22-OCFS-LCM-20

June 30, 2022

/s/ Lisa Gharthey Ogundimu, Esq.

Issued by:

Name: Lisa Gharthey Ogundimu, Esq.

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

/s/ Bryan Bagstad

Issued by:

Name: Bryan Bagstad

Title: Director, Bureau of Budget Management

Division/Office: Division of Administration

ATTACHMENT A

SFY 2022-23

TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS

<i>District</i>	Allocation		<i>District</i>	Allocation
Albany	40,890		Ontario	25,000
Allegany	25,000		Orange	29,783
Broome	36,862		Orleans	25,000
Cattaraugus	25,000		Oswego	32,176
Cayuga	25,000		Otsego	25,000
Chautauqua	47,892		Putnam	25,000
Chemung	25,000		Rensselaer	47,002
Chenango	25,000		Rockland	39,646
Clinton	25,000		St. Lawrence	25,000
Columbia	25,000		Saratoga	25,000
Cortland	25,000		Schenectady	47,002
Delaware	25,000		Schoharie	25,000
Dutchess	95,321		Schuyler	25,000
Erie	270,514		Seneca	25,000
Essex	25,000		Steuben	25,000
Franklin	25,000		Suffolk	89,496
Fulton	25,000		Sullivan	25,000
Genesee	25,000		Tioga	39,966
Greene	25,000		Tompkins	25,000
Hamilton	25,000		Ulster	25,000
Herkimer	25,000		Warren	25,000
Jefferson	47,002		Washington	25,000
Lewis	25,000		Wayne	26,147
Livingston	25,000		Westchester	103,594
Madison	25,000		Wyoming	25,000
Monroe	137,280		Yates	33,939
Montgomery	25,000			
Nassau	53,623		Rest of State	2,315,086
Niagara	46,765			
Oneida	72,947		New York City	884,914
Onondaga	77,239			
			Statewide Totals	3,200,000

ATTACHMENT B
**SFY 2022-23 TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES PLAN AND
 ALLOCATION ATTESTATION**

DISTRICT:

TANF PLAN CONTACT PERSON:

PHONE # AND EMAIL ADDRESS:

Check one:

☐ By signing this form, I am attesting that the social services district will use its TANF 2022-2023 allocation for enhanced or expanded core and/or optional non-residential domestic violence (DV) services provided by approved non-residential DV programs only for persons with incomes at or below 200% of the poverty level as outlined in the attached, and expenditures will continue to be in accordance with federal TANF guidelines.

☐ By signing this form, I am attesting that the social services district will not be accessing its TANF 2022-2023 allocation for non-residential DV services.

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

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

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

 Commissioner Signature

 Date

Send signed **Attachment B** with any additional sheets by **August 1, 2022**, by email to ocfs.sm.dvbureau@ocfs.ny.gov with the subject line, "TANF Non-Residential SFY 2022-23 Attestation and Plan."

ATTACHMENT C

FEDERAL TANF FUNDING GUIDELINES AND CLAIMING INSTRUCTIONS

Federal TANF Funding Guidelines

Eligible Families/Individuals

- Funds may be used for families, children and non-custodial parents who are at or below 200% of the federal poverty level, and otherwise meet the TANF categorical eligibility standards including the Personal Responsibility and Work Opportunity Reconciliation Act U.S. citizenship or qualified alien requirements. For the SFY 2022-23 allocation, the income standards are noted below:

2021 HHS Poverty Guidelines¹

Persons in Family Unit	Poverty Level	200% of Poverty
1	\$13,590	\$27,180
2	\$18,310	\$36,620
3	\$23,030	\$46,060
4	\$27,750	\$55,500
5	\$32,470	\$64,940
6	\$37,190	\$74,380
7	\$41,910	\$83,820
8	\$46,630	\$93,260
For each additional person, add	\$4,720	\$9,440

¹ SOURCE: Federal Register, Volume 87, January 1, 2022, pp. 3315-3316.
See <https://www.federalregister.gov/documents/2022/01/21/2022-01166>.

Allowable Costs

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

Cost Allocation

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

Administrative Costs 15% Rule

- The maximum amount the state can spend on administration is 15% against the TANF Block Grant after transfer to other block grants. This limitation applies to the non-residential DV allocation for SFY 2022-23.
- The federal definition of “administration” is different from the state definition. When TANF costs are claimed to the federal government, they must be claimed according to the federal definition. Federal regulations at 45 CFR 263.0 exclude direct costs, including salaries and benefits, costs for staff providing program services and the direct administrative costs associated with providing these services (e.g., supplies, equipment, travel, postage, utilities, rental costs, and maintenance). For example, the cost of providing diversion benefits and services, providing program information to clients, screening and assessment, development of employability plans, work activities, post-employment services, work supports, and case management services, including those involving child welfare case management, except for performing the eligibility determinations, are all excluded from the definition, and should be

² 45 CFR 260.31.

claimed as program expenditures. Also excluded are costs for contracts devoted entirely to program activities.

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

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

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

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

(i)	Subrecipient name	Attachment A
(ii)	Subrecipient's unique entity identifier	County LDSS office
(iii)	Federal Award Identification Number (FAIN)	2201NYTANF
(iv)	Federal award date to the recipient by the HHS awarding agency	October 1, 2021
(v)	Sub award period of performance start and end date	Section V: Claiming and Instructions and Periods
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity, including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	Section I: Purpose
(x)	Name of the HHS awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	Department of Health and Human Services/Administration for Children and Families Section I: Purpose Section VII: Contacts
(xi)	CFDA number and name	93.558 – Temporary Assistance for Needy Families
(xii)	Identification of whether the award is Research and Development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimis rate is charged per Section 75.414)	Please see uniform guidance 45 CFR 75.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 5, 2022

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

Dear Chairman Joyce,

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

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

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

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3664, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Equinox RDV)

Date: 9/28/22
Submitted By: Joseph DeAngelis
Department: Social Service
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Equinox, Inc.
500 Central Avenue
Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

If Mandated Cite Authority: 18 NYCRR 408

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642

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

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

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

Source of Funding - (Percentages)

Federal: 46%

State: 20%

County: 35%

Local:

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 334

Date of Adoption: 10/12/2021

Justification: (state briefly why legislative action is requested)

Justification: (State briefly why legislative action is requested) Albany County Department of Social Service (DSS) is mandated to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program. Therefore, authorization is requested to contract with Equinox, Inc. to perform these services. All per diem rates for domestic violence shelters, safe homes and safe dwellings are established by NYS. Authority is requested to pay the State-established rate, as reflected herein, or as subsequently promulgated by NYS Office of Child and Family Services. The current rate for Equinox is \$99.32 per diem, per eligible person. Social Service Law 131-u and Department Regulation 18 NYCRR Part 408 govern issuance of these rates. Between July 1, 2021 and June 30, 2022, 222 adults and 75 children were sheltered in the Equinox Domestic Violence system.

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

PURSUANT TO RESOLUTION NO. 334, ADOPTED 10/12/2021

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

WITNESSETH:

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

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

ARTICLE II. SCOPE OF SERVICES

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

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

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

ARTICLE III. GENERAL PROVISIONS

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

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

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

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

ARTICLE IV. ASSIGNMENTS

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

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

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

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

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. FAIR HEARINGS

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

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

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

ARTICLE X. ACCOUNTING RECORDS

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

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

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

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

ARTICLE XI. FEES

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

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

ARTICLE XII. RELATIONSHIP

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

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

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

ARTICLE XV. NON-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. CONFLICT OF INTEREST

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on January 1, 2022 and will continue in effect through December 31, 2022. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. NOTICE

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

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

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXIX. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXX. ADDITIONAL ASSURANCES

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

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

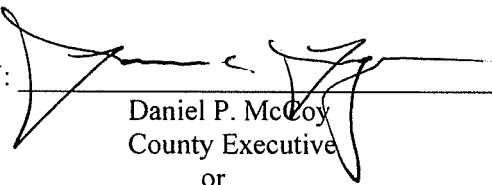
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

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

COUNTY OF ALBANY

DATE: 12/7/2021

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

EQUINOX, INC.

DATE: 11/15/2021

BY: 
 Signature

CEO
 Title

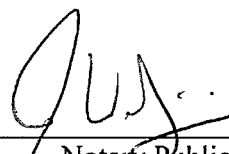
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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 7th day of December, 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.

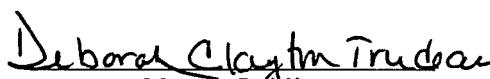


Notary Public
JOHN W. LIGUORI
Notary Public, State of New York
Qualified in Albany County
No. 5012488
Commission Expires June 15 2023

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

On the 15th day of November, 2021, before me, the undersigned, personally appeared Virginia Golden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

Deborah Clayton Trudeau NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL5008846 Residing in Saratoga County Commission Expires March 1 <u>2023</u>
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Notary Public

SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

SCHEDULE C

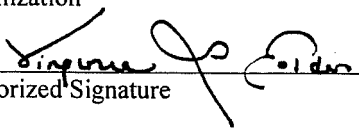
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

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

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

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

Equinox, Inc.
Organization


Authorized Signature

CEO
Title

11/15/2021
Date

SCHEDULE D

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

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

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

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

Equinox, Inc
Organization


Authorized Signature

CEO
Title

11/16/2021
Date

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

EXHIBIT 1

Service Provision Responsibilities

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

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

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

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

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

1. Length of Stay

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

2. Assessment of Service Needs

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

EXHIBIT 2

Rate for Service/Fiscal Reporting

I. Rate for Service

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

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

II. Billing and Reimbursement

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

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

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

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2022 – December 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to

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

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

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the 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.



EQUIINC-04

ROSEMARYDUMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2021

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 NFP Property & Casualty Services, Inc. 99 Troy Road East Greenbush, NY 12061	CONTACT NAME: PHONE (A/C, No, Ext): (518) 244-4245		FAX (A/C, No): (518) 244-4262
	E-MAIL ADDRESS:		
INSURED Equinox, Inc. 500 Central Avenue Albany, NY 12206	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nonprofits' Insurance Alliance Group		
	INSURER B : Cincinnati Insurance Company		10677
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		2021-34557	1/23/2021	1/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA 0565974	1/23/2021	1/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			202134557UMB	1/23/2021	1/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse & Molestation			2021-34557	1/23/2021	1/23/2022	Agg \$3,000,000/Occur 1,000,000
A	Professional Liab			2020-34557	1/23/2020	1/23/2021	Agg \$3,000,000/Occur 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

County of Albany
 Department of Social Services
 162 Washington Avenue
 Albany, NY 12210

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

AUTHORIZED REPRESENTATIVE

[Signature]



PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141437421
NFP PROPERTY & CASUALTY
SERVICE INC.
99 TROY RD
EAST GREENBUSH NY 12061



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER EQUINOX INC 500 CENTRAL AVE ALBANY NY 12206		CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	
POLICY NUMBER A2123 517-1	CERTIFICATE NUMBER 66979	POLICY PERIOD 01/01/2021 TO 01/01/2022	DATE 11/8/2021

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

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

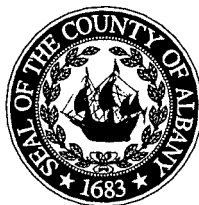
THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT,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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 964794721



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

October 5, 2022

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

Dear Chairman Joyce,

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

Pursuant to 22-OCFS-LCM-25 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 service will be administered by the NYS Office of Child and Family Services.

Approval is requested to accept this allocation, which will be utilized to provide homecare services, 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 engage and partner with mental health service provider(s) for the provision of a mental health consultation and intervention services for Protective Clients in shelter or emergency situations.

Sincerely,

Michele G. McClave
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3668, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment for Social Services (APS Grant)

Date: 9/28/2022
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: 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):

Amount/Raise Schedule/Fee: \$125,945
Scope of Services: Federal funds are being made available to provide resources to enhance, improve and expand adult protective services' 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: n/a

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: See attached budget worksheet

Appropriation Account and Line: See attached budget worksheet

Appropriation Amount: See attached budget worksheet

Source of Funding - (Percentages)

Federal: 100%

State: .

County: .

Local: .

Term

Term: (Start and end date) 8/1/2022-9/30/2024

Length of Contract: 26 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: n/a

Date of Adoption: n/a

Justification: (state briefly why legislative action is requested)

Pursuant to 22-OCFS-LCM-25 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. The NYS Office of Child and Family Services will administer this grant.

Approval is requested to accept this allocation, which will be utilized to provide homecare services, 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 engage and partner with mental health service provider(s) for the provision of a mental health consultation and intervention services for Protective Clients in shelter or emergency situations.



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-25
To:	Local Departments of Social Services Commissioners Directors of Services Adult Protective Supervisors
Issuing Division/Office:	Division of Child Welfare and Community Services Division of Administration
Date:	September 8, 2022
Subject:	Administration for Community Living – American Rescue Plan Act Adult Protective Services Grant FFY 22
Contact Person(s):	See section IV.
Attachments:	Attachment A: <i>District Allocation Amounts</i> Attachment B: <i>Attestation of Use of Administration for Community Living – American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services</i> Attachment C: <i>Large Purchase Request for Expenditure Exceeding \$5,000</i> Attachment D: <i>Tribes in New York State and County of Residence</i> Attachment E: <i>Annual Program Report Template and Instructions</i> Attachment F: <i>For U.S. Administration for Community Living Grants</i>

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 \$9,195,346 to New York State for use from August 1, 2022, through September 30, 2024. 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. The 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, 2022, through September 30, 2024.

Completed attestations (Attachment B) are due to Shelly Fiebich (Shelly.Aubertine-Fiebich@ocfs.ny.gov) by **September 20, 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 statewide 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 of \$5,000 or more **per unit** must receive **prior** approval from OCFS 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 recommended requirements of the “Buy American Act” which requires federal agencies to procure domestic products and materials when consistent with public interest and reasonable costs (<https://www.gao.gov/products/105519>).

Equipment purchase requests (Attachment C) should be submitted directly to OCFS. OCFS will review and approve or disapprove the purchase request and will contact the LDSS immediately upon approval. 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 aged 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 \$7,577,396 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, 2022, and ending September 20, 2024, and final accepted in the Automated Claiming System (ACS) by October 31, 2024.

Expenditures for the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services 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 2 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 RF17 Worksheet while overhead costs are automatically brought over from the RF-2A, Schedule D, and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this 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 code(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 code 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 2 will be reimbursed up to the amount of the district's allocation.

Further instructions for completing time studies, the LDSS-923 and the Schedule D, and the 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.ny.net/bfdm/finance/>.

VI. Contacts

Questions pertaining to the attestations and reports may be directed to:

Shelly Fiebich, Director, Bureau of Adult Services
518-402-1639
Shelly.Aubertine-Fiebich@ocfs.ny.gov

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

Issued by:

Name: Lisa Gharthey Ogundimu, Esq.

Title: Deputy Commissioner

Division/Office: Division of Child Welfare and Community Services

Issued by:

Name: Brian Bagstad

Title: Director, Bureau of Budget Management

Division/Office: Division of Administration

**Attachment A:
District Allocation Amounts**

District	Allocation	District	Allocation
Albany	\$125,945	Ontario	\$31,007
Allegany	\$26,322	Orange	\$102,121
Broome	\$75,888	Orleans	\$25,000
Cattaraugus	\$28,463	Oswego	\$42,250
Cayuga	\$29,133	Otsego	\$25,000
Chautauqua	\$64,913	Putnam	\$35,780
Chemung	\$40,509	Rensselaer	\$75,353
Chenango	\$25,000	Rockland	\$96,588
Clinton	\$25,000	Saratoga	\$79,904
Columbia	\$38,859	Schenectady	\$53,804
Cortland	\$25,000	Schoharie	\$25,000
Delaware	\$57,106	Schuyler	\$25,000
Dutchess	\$98,819	Seneca	\$25,000
Erie	\$412,142	St. Lawrence	\$51,975
Essex	\$25,000	St. Regis	\$25,000
Franklin	\$25,000	Steuben	\$73,836
Fulton	\$30,516	Suffolk	\$187,333
Genesee	\$25,000	Sullivan	\$40,777
Greene	\$25,000	Tioga	\$25,000
Hamilton	\$25,000	Tompkins	\$36,226
Herkimer	\$35,736	Ulster	\$27,660
Jefferson	\$33,906	Warren	\$25,000
Lewis	\$25,000	Washington	\$25,000
Livingston	\$25,786	Wayne	\$25,000
Madison	\$25,000	Westchester	\$129,915
Monroe	\$195,230	Wyoming	\$25,000
Montgomery	\$25,000	Yates	\$25,000
Nassau	\$127,908		
Niagara	\$104,351	NYC	\$4,152,425
Oneida	\$47,870		
Onondaga	\$186,040	Statewide Total	\$7,577,396

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

Attachment B:

**Attestation of Use of Administration for Community Living (ACL)
American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services (FFY22)
ARPA 2**

This is to certify that _____ department of social service (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 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)**.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

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 #2 Funding Amount 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.		
	Enhance/improve use of legal interventions including improved awareness and training for legal systems partners and stakeholders.		
	Improve/enhance effective utilization of multidisciplinary teams and community resources to improve investigations, assessments and service delivery to reduce risk and protect vulnerable adults.		
	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.		
	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.		
	Promote the safety and dignity of vulnerable adults by improving awareness of APS authority and of incidences of abuse, injury, exploitation, violence, and neglect.		

Name of person completing the form:

Date:

Name of Commissioner:

Commissioner's signature:

Date:

Email completed attestations to Shelly.Aubertine-Fiebich@ocfs.ny.gov by **September 20, 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	<i>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</i>
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	<i>Response to fraud/scams, Training, Enhancing existing processes, Temp staff</i>
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	<i>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</i>
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	<i>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</i>
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	<i>Community outreach, Training, Response to fraud/scams</i>

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

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

Date:	
Grantee Organization:	NYS Office of Children and Family Services
Grantee Contact Name:	
Grantee Email:	
Grant Number:	
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 will benefit 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.	

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 is produced 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 ARPA 2 Grant Report REPORTING PERIOD: August 1, 2022-July 31, 2023 (One) <u>DUE DATE August 10, 2023</u> August 1, 2023-July 31, 2024 (Two) <u>DUE DATE August 10, 2024</u> Final Report <u>DUE DATE October 30, 2024</u>				
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 MM/DD/YY 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.	Description of Accomplishments(Q1) List what was accomplished by implementing the strategy/activity. List any significant partners and their role in the activity.	Outputs (Q4) 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.	Description of Impact (Q3) 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 these deadlines, 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 of services.

New York State ACL Grant Report EXAMPLE REPORTING PERIOD: August 1, 2022-July 31, 2023				
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 MM/DD/YY	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 MM/DD/YY	APS Process Model Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Improve/support remote work through	Create New/Enhance Existing Operational	Ten laptops with MiFi and 10 cell phones	Current equipment and contract	Initial and follow up visits for all 40

the purchase of laptops and cell phones for case workers	Supports	were purchased for eight case workers and two supervisors	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.	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.				

Mapping to the APS Process Model and Annual Report

The simplified map includes the sample activities ACL outlined in the Federal Register Notice.

Inputs/Resources	Intake	Investigation	Post-Investigation	Quality Assurance
APS Staff • Training/education • Personnel costs, including hazard pay • Travel for in-person investigations • Costs for PPE and supplies for in-person visits Community/ Interagency Partnerships • Public awareness and community outreach • Costs for and associated with establishing new or improving existing processes for responding to COVID-19 scams and frauds Consult Support Create New/ Enhance Existing Operational Supports Purchase of equipment and associated technologies that will allow for secure remote work and enhance APS workers' ability to interview and investigate while they cannot physically visit during to COVID-19 crisis. Legal and Ethical processes	Screening and Assessment Tools Case Planning Tools Create New/ Enhance Reporting Systems • Purchase of new or improvements to existing data systems and/or technology infrastructure related to REPORTING	Assessment Interviews Collecting Physical Evidence Consult Support Determinations and Services Recommendations	Obtaining Client Agreement and Implementing Service Plan Referring Clients to Community Partners or Services: • Purchasing goods and services • Purchase/provision of PPE for clients and/or expenses for COVID-related clean-up/sanitation services • Paying for the least restrictive option for emergency or alternative housing Monitor Status of Victim and Services	Documentation of Investigation/ Services • Purchase of new or improvements to existing data systems and/or technology infrastructure related to case management Expand Data Capacity Customer Satisfaction Quality Assurance Review

The following table contains existing service categories and definitions for a range of home- and community-based services. This list is provided to help track and report goods and services purchased/obtained for APS clients being served by COVID-19-related funding. Grantees are encouraged to use this table to facilitate analysis and reporting.

SERVICE NAME	SERVICE DEFINITION	UNIT NAME	UNIT DEFINITION
Assistive Technology /Durable Equipment	Durable medical equipment (chair lifts, wheelchairs, walkers, emergency response systems) or anything given to or lent on a short-term basis, including technology or equipment, such as tablet computers, cellphones, or other devices, for a client to use in their home to maintain safety, allow for socialization and/or promote participation in activities from the older adult's home Note: Please report any expenditures related to cell phone or internet <i>access plans</i> under Consumable Supplies	1) Expenditure 2) Units	Cost and quantity of items of assistance.
Care/Case Management Services	Development and implementation of a service plan to mobilize the formal and informal resources and services identified in the assessment to meet the client's needs. Includes the development and oversight of a plan to ensure the client's safety and well-being; developing a safety plan with a person's support network; referring and arranging support services; etc.	1) Expenditure 2) Hours	The cost and amount of time(measured in hours) to provide assistance.
Caregiver Support Services	Assistance to family and other informal caregivers to improve or sustain capacity for caring for the older adult or adult with disabilities. Includes counseling, support groups, training, respite, etc.	1) Expenditures 2) Units	The cost and number of units or sessions.
Community Day Services	Services or activities provided to adults who require care and supervision in a protective setting for part of a 24-hour day. Includes out-of-home supervision, health care, recreation and/or independent living skills training offered in centers most commonly known as adult day, adult day health, senior centers and disability day programs.	1) Expenditure 2) Hours	The cost and amount of time(measured in hours) to provide assistance.

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	July 27, 2022
(v)	Subaward period of performance start and end dates	August 1, 2022 – September 30, 2024
(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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 1, 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 into contractual agreement with Cornell Cooperative Extension for the provision of Prevention services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$117,135.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3594, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 1, 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):

Cornell Cooperative Extension Albany County

24 Martin Road

P.O. Box 497

Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$ 49,314	\$ 26,941	\$ 1,640

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$ 117,135

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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:	21-394, 20-349, 19-429, 18-463, 17-385, 16-369, 15-359, 14-387, 13-478
Date of Adoption:	11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cornell Cooperative Extension for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$117,135. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Cornell Cooperative Extension is \$117,135.

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

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

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

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

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

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

RESOLUTION NO. 394**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE
PREVENTION SERVICES**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department of Children, Youth and Families has requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the provision of juvenile justice prevention services for the Strengthening Families and Urban 4-H Programs in the amount of \$117,135 for the term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Strengthening Families is an evidenced-based program and utilizes a parent, youth, and family skills-building curriculum designed to strengthen parenting skills, build family strengths, and prevent teen substance abuse and other behavior problems, and

WHEREAS, The Urban 4-H program will be conducted in such topic areas as forensics, gardening, environmental education, animal science, food preparation and healthy eating, and career exploration, and is available to youth who are at risk of detention and foster care placement and their families, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension, Voorheesville, NY 12186 regarding the provision of juvenile justice prevention services for the Strengthening Families and Urban 4-H Programs in the amount of \$117,135 for the term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$214,839.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3595, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

Berkshire Farm Center and Services for Youth

500 New Karner Road 3rd Fl

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$ 90,447	\$ 49,413	\$ 3,008

Appropriation Account and Line:	AA6071	44046
Appropriation Amount:		\$ 214,839

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-395, 18-462, 17-389, 16-372, 15-358, 14-389, 13-480, 12-471

Date of Adoption: 11/8/21, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13,
12/3/12

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$214,839. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Berkshire Farm Center is \$319,492.

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

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

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

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

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

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

RESOLUTION NO. 395**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES FOR THE HOME RUN PROGRAM**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department of Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$214,839 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The Home Run Program is an intensive and client-centered family-focused school, community, and home-based truancy prevention program for at-risk youth that provides an array of services to include individual and family counseling in the City of Cohoes, City of Watervliet, Green Island, South Colonie, and Guilderland, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, Albany, NY 12205 regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed \$214,839 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$472,675.

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

Sincerely,

Moiria Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3596, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Juvenile Justice Prevention Services with LaSalle School

Date: October 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):

LaSalle School

391 Western Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

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

County Budget Accounts:

Revenue Account and Line: AA6071 03670/ 04617/ 04670 AA6119 03322
Revenue Amount: \$159,738/ \$87,268/ \$5,312 \$93,250

Appropriation Account and Line: AA6071 44046 44046R
Appropriation Amount: \$379,425 \$93,250

Source of Funding - (Percentages)

Federal: 19.59
State: 53.52
County: 26.89
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 21-396, 20-356, 19-427, 18-506, 17-388, 16-367, 15-357, 14-390, 13-481, 12-472, 12-70, 12-71 11-026, 11-447
Date of Adoption: 11/8/21, 10/13/20, 10/15/20, 11/13/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 2/14/11, 12/5/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with LaSalle School—Juvenile Reporting Center for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$472,675. This is the first of two allowable renewals for this agreement. The total prevention contract amount for LaSalle School is \$472,675.

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

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

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

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

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

RESOLUTION NO. 396**AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING
THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding the provision of Juvenile Justice Prevention Services in an amount not to exceed \$472,675 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The collaborative program will provide a cost effective deterrent to detention for youths age 9-17 within Albany County and connect youths with services to address risk factors, and provide protective factors to youths and their families through programming that will be tailored to each family, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with LaSalle School, Albany, NY 12203 in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding Juvenile Justice Prevention Services in an amount not to exceed \$472,675 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$434,168.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3607, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$434,168.00
Scope of Services: Functional Family Therapy Program

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04617	04670
Revenue Amount:		\$182,785	\$99,859	\$6,078

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	1/1/2023 - 12/31/2023
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:	21-408, 20-18
Date of Adoption:	11/8/21, 2/10/20

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Functional Family Therapy (FFT). The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$434,168. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Cayuga Centers is \$1,013,115.

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

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

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

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

completed within an average of 8-12 family therapy sessions over a three to four month period.

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

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

RESOLUTION NO. 408**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING
THE PROVISION OF FUNCTIONAL FAMILY THERAPY**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers regarding the provision of Functional Family Therapy (FFT) in an amount not to exceed \$434,168 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The Commissioner has indicated the FFT program is an evidenced-based practice as an alternative to detention for youth displaying a range of problematic behaviors including at-risk behaviors such as excessive school absences, acting out, and incorrigibility, to more serious behaviors such as conduct disorder, violent acting-out and substance abuse with the goal of preventing the need for placement or re-placement in foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the provision of FFT in an amount not to exceed \$434,168 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$578,947.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3608, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date:	October 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):

Cayuga Centers

101 Hamilton Ave

Auburn, NY 13021

Additional Parties (Names/addresses):

Albany County Probation Department

60 South Pearl Street

Albany, NY 12207

Amount/Raise Schedule/Fee: \$578,947.00

Scope of Services: Multi-Systemic Therapy (MST) Prevention Program

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:	AA6071 03670	04617	04670	AA3140 03322
Revenue Amount:	\$117,437	\$64,158	\$3,905	\$300,000

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

Source of Funding - (Percentages)

Federal:	12
State:	72
County:	16
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	1/1/2023 - 12/31/2023
Length of Contract:	12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number:	21-407, 20-357, 19-423
Date of Adoption:	11/8/21, 10/13/20, 10/15/19

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families and the Department of Probation respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$578,947. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Cayuga Centers is \$578,947.

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

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

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

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

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

RESOLUTION NO. 407**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING
THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers for the provision of Juvenile Justice Prevention Services in an amount not to exceed \$578,947 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Cayuga Centers has proposed the implementation of Multisystem Therapy, a well-supported evidence based program to help support the complex needs of families and youth at risk of further penetrating the juvenile justice system and entering foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$578,947 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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
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(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$428,561.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3597, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Clinical Prevention Services with Community Maternity Services

Date: October 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):

Community Maternity Services

27 North Main Ave

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Prevention Services Program with Community and Recreational Supports designed to prevent children and youth from entering foster care, and to provide services for youth discharged from foster care and their families

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04615 04670

Revenue Amount: \$158,275 \$ 113,482 \$ 6,377

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$428,561

Source of Funding - (Percentages)

Federal: 50.6

State: 18.3

County: 31.1

Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-397, 20-353, 19-425, 18-469, 17-381, 16-363, 15-353, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$428,561. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Community Maternity Services is \$682,841.

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

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

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

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

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

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

RESOLUTION NO. 397**AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Community Maternity Services regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$428,561 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Clinical Prevention Services with Community and Recreational Supports include assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree, or is a licensed Psychologist, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services, Albany, NY 12203 regarding Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$428,561 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$1,643,986.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3598, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Clinical Prevention Services with Trinity Alliance

Date: October 1, 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):

Trinity Alliance of the Capital Region, Inc
15 Trinity Pl
Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,643,986
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	1/1/2023 - 12/31/2023
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:	21-398, 20-355, 19-424, 18-472, 17-382, 16-364, 15-354, 14-393, 13-485, 12-474, 12-75, 11-141
Date of Adoption:	11/8/21, 10/13/20, 10/15/20, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$1,643,986. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Trinity Alliance of the Capital Region, Inc. is \$1,643,986.

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

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

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

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

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

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

RESOLUTION NO. 398**AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,643,986 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Trinity Alliance of the Capital Region has proposed to provide Clinical Prevention Services with Community and Recreational Supports to eighty Albany County families with children age birth through eighteen from the Arbor Hill Center, Colonie Outreach Center, and the Trinity Center in Albany's South End, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc., Albany, NY 12202 regarding the provision of Clinical Prevention Services with Community and Recreational Supports for the period commencing January 1, 2022 and ending December 31, 2022 in an amount not to exceed \$1,643,986, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$1,442,837.

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

Sincerely,

Maira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3599, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-399, 20-351, 19-422, 18-470, 17-380,16-362, 15-352, 14-396, 13-488, 12-477, 12-76, 11-143

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Parsons Child and Family Center for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$1,442,837. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Parsons Child and Family Center is \$1,442,837.

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

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

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

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

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

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

RESOLUTION NO. 399**AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Parsons Child and Family Center regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,442,837 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Parsons Child and Family Center's Clinical Prevention Services Program with Community and Recreational Supports provides comprehensive clinical case management and family support services to Albany County residents to effectively address the issues that place children and youth at risk for foster care, residential placement, and detention, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Parsons Child and Family Center, Albany, NY 12208 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,442,837 for the term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$307,287.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3600, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$307,287.00
Scope of Services: Provision of Specialty Prevention Services

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

CONCERNING ALL REQUESTS

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

through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-400, 20-345, 19-418, 18-480, 18-17-386, 16-370, 15-360, 14-394, 13-486, 12-475, 12-79, 11-169

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Sex Abuse Prevention Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$307,287. This is the first of two allowable renewals for this agreement. The total prevention contract amount for St. Anne Institute is \$522,356.

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

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

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

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

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

RESOLUTION NO. 400**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES
FOR VICTIMS OF SEXUAL ABUSE**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Anne Institute regarding the provision of Specialty Prevention Services in an amount not to exceed \$307,287 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The St. Anne Institute Sex Abuse Prevention Program proposes to provide specialized clinical and case management services to twenty families at a time who are dealing with issues related to the sexual abuse of one or more of their children, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute, Albany, NY 12206 regarding the provision of Specialty Prevention Services for victims of sexual abuse and their families in an amount not to exceed \$307,287 for the term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$153,618.

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

Sincerely,

Moiria Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3601, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 1, 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):

St. Anne Institute

160 North Main Avenue

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Provision of Specialty Prevention Services

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	1/1/2023 - 12/31/2023
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:	21-401, 20-346, 19-419, 18-461, 17-387, 16-371, 15-361, 14-397, 13-489, 12-479, 12-78, 11-168
Date of Adoption:	11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Juvenile Sex Offender Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$153,618. This is the first of two allowable renewals for this agreement. The total prevention contract amount for St. Anne Institute is \$522,356.

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

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

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

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

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

RESOLUTION NO. 401**AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE
REGARDING THE PROVISION OF SPECIALTY PREVENTION SERVICES
FOR JUVENILE SEX OFFENDERS**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families requested authorization enter into an agreement with St. Anne Institute regarding the provision of Specialty Prevention Services in an amount not to exceed \$153,618 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The St. Anne Institute Sex Offender Program has proposed to provide specialized clinical and case management services to youth ages ten to eighteen who have engaged in sexually inappropriate, aggressive, or abusive behavior and their families with the purpose of preventing these youth from entering foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute, Albany, NY 12206 regarding the provision of Specialty Prevention Services for juvenile sex offenders and their families in an amount not to exceed \$153,618 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$104,653.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3602, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

Berkshire Farm Center and Services for Youth

500 New Karner Road 3rd Fl

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$104,653

Scope of Services: Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

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

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$104,653

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-402, 20-348, 19-417, 18-465, 17-390, 16-368, 15-364, 14-387, 13-478, 12-485

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth – Focus on the Future Program, for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$104,653. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Berkshire Farm Center is \$319,492.00.

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

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

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

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

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

RESOLUTION NO. 402**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH FOCUS ON THE FUTURE PROGRAM REGARDING THE PROVISION OF PREVENTION SERVICES**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the provision of Juvenile Justice Prevention Services in an amount not to exceed \$104,653 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The Berkshire Farm Center & Services for Youth Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood with the purpose of preventing child abuse, youth entering foster care, or to expedite permanency for children and youth in foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, Albany, NY 12205 regarding the Focus on the Future Program and Prevention Services in an amount not to exceed \$104,653 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$413,732.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3603, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

St. Catherine's Center for Children

40 North Main Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-403, 0-350, 19-420, 18-464, 17-383, 16-477, 15-363, 14-391, 13-482, 12-473, 12-83, 11-138

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children—Parent Care Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$413,732. This is the first of two allowable renewals for this agreement. The total prevention contract amount for St. Catherine's Center for Children is \$ 668,403.

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

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

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

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

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

RESOLUTION NO. 403**AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES - PARENT CARE PROGRAM**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Catherine's Center for Children Parent Care Program regarding the provision of Specialty Prevention Services in an amount not to exceed \$413,732 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, The St. Catherine's Center for Children Parent Care Program has proposed to continue to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children, Albany, NY 12203 regarding the provision of Specialty Prevention Services in an amount not to exceed \$413,732 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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
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MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$254,280.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3604, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Specialty Prevention Services with Community
Maternity Services

Date: October 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):

Community Maternity Services

27 North Main Ave

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$107,052 \$58,484 \$3,560

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$254,280

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-404, 20-353, 19-421, 18-466, 17-391, 16-478, 15-362, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$254,280. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Community Maternity Services is \$682,841.

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

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

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

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

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

RESOLUTION NO. 404**AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Community Maternity Services regarding the provision of Specialty Prevention Services in an amount not to exceed \$254,280 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Community Maternity Services has proposed to serve parents with developmental disabilities and/or significant mental health disorders and their children, with a focus on those birth to five years of age, to prevent foster care placement or to expedite permanency for children in foster care, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services, Albany, NY 12203 regarding the provision of Specialty Prevention Services in an amount not to exceed \$254,280 for for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$241,317.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3605, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$241,317
Scope of Services: Intensive Family Support Program

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04617 04670

Revenue Amount: \$101,594 \$55,503 \$3,378

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$241,317

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-405, 20-357, 19-423, 18-473, 17-384, 16-365, 15-355

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$241,317. This is the first of two allowable renewals for this agreement. The total prevention contract amount for Cayuga Centers is \$1,254,432.

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

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

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

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

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

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

RESOLUTION NO. 405**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING
THE PROVISION OF CLINICAL PREVENTION SERVICES WITH
COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$241,317 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

WHEREAS, Cayuga Centers has proposed Clinical Prevention Services through their Intensive Family Support Program that target at-risk families with children ages birth to five years old who have the highest admissions to foster care and an acute need for services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$241,317 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

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

The requested agreement is for the term of January 1, 2023 – December 31, 2023 in the amount of \$254,671.

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3606, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

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

Date: October 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):

St. Catherine's Center for Children

40 North Main Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal:	24.4
State:	42.1
County:	33.5
Local:	Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023

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: 21-406, 20-352, 19-426, 18-471, 17-383, 16-366, 15-356, 14-392, 13-483, 12-473, 12-73, 11-138

Date of Adoption: 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/13, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children for the provision of Clinical Prevention Services. The requested contract term is for January 1, 2023 – December 31, 2023 for the amount of \$254,671. This is the first of two allowable renewals for this agreement. The total prevention contract amount for St. Catherine's Center for Children is \$668,403.

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

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

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

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

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

RESOLUTION NO. 406**AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS - BERNE KNOX WESTERLO (BKW) CONNECTIONS PROGRAM**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Catherine's Center for Children - BKW Connections Program regarding Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$254,671 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children, Albany, NY 12203 regarding the BKW Connections Program for Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$254,671 for a term commencing January 1, 2022 and ending December 31, 2022, with two one-year options to renew, 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

October 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 into contractual agreement with the New York State Department of Health's (NYSDOH) designated Health Home agency. The designated Health Home agency is Children's Health Home of Upstate New York (CHHUNY).

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

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

Sincerely,

Moir Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3609, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Health Home Care Management

Date: October 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)

Reimbursement for Medicaid Care Management Services

Contract Terms/Conditions:

Party (Name/address):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$400,000 (approx.)

Scope of Services: Health Home Care Management

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line: AA6119 01276

Revenue Amount: \$400,000.00

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: 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) 1/1/2023 - 12/31/2023

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: 21-333, 18-94

Date of Adoption: 10/12/21, 3/12/18

Justification: (state briefly why legislative action is requested)

Please see attached

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

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

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

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

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

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

The Health Home Care Management program's revenue for 2021 was approximately \$280,000.00 and the first half of 2022 has been approximately \$225,000.00.

RESOLUTION NO. 333**AUTHORIZING AN AGREEMENT WITH CHILDREN'S HEALTH HOME OF UPSTATE NEW YORK REGARDING REIMBURSEMENT OF MEDICAID CARE MANAGEMENT SERVICES PROVIDED TO CHILDREN IN ALBANY COUNTY**

Introduced: 10/12/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with New York State's designated Home Health Entity, Children's Health Home of Upstate New York (CHHUNY), regarding reimbursement for all Medicaid Care Management Services provided to children in Albany County for a term commencing January 1, 2021 and ending December 31, 2021, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New York State's designated Home Health Entity, CHHUNY, Rochester, NY 14611 regarding reimbursement for all Medicaid Care Management Services provided to children in Albany County for a term commencing January 1, 2021 and ending December 31, 2021, and, be it further

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

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

Adopted by unanimous vote – 10/12/21



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

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

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

October 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 enter into Contractual Agreements with Qualified Individual provider agencies approved by the NYS Office of Children and Family Services for the facilitation of services involved with 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



County of Albany

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

Legislation Text

File #: TMP-3646, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Albany County and Providers of Qualified Individual Assessments

Date: October 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: \$2,000 per Assessment

Scope of Services: Assessments of Children placed in Congregate Care

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☒ No ☐

If Mandated Cite Authority:

The Family First Prevention Services Act

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☐ No ☒

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date)	9/1/2022 - 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:	21-409, 21-245
Date of Adoption:	11/8/21, 8/9/21

Justification: (state briefly why legislative action is requested)

Please see attached

Albany County Department for Children, Youth and Families
Justification for contractual agreements between Albany County and Providers of
Qualified Individual Assessments

The Department respectfully requests Legislative authorization to enter into contractual agreements with the below provider agencies for the term of September 1, 2022- August 31, 2023.

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

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

The following agencies are approved by the NYS Office of Children and Family services as Qualified Individual providers.

Berkshire Farm Center & Services for Youth 13640 State Route 22, Canaan, NY 12029	JCCA Repair the World 858 E. 29th Street, Brooklyn, NY 11210
LaSalle School 391 Western Avenue, Albany, NY 12203	Cornerstone Mobile Counseling 417 East German St, Herkimer, NY 13350
Northern Rivers Family of Services 60 Academy Road, Albany, NY 12208	William George Agency 3829 U.S. Rt. 11, Marathon, NY 13803
St. Anne Institute 160 N. Main Ave, Albany, NY 12206	Hillside Children's Center 1183 Monroe Avenue, Rochester, NY 14620
St. Catherine's Center for Children 40 N. Main Ave, Albany, NY 12203	Learning Insights PO Box 1214, Highland, NY 12528
Albany Psychological Service PO Box 3830, Albany, NY 12203	Maximus US Services, Inc. 6 Bottle Creek Drive, Cape May, NJ 08204

There is no anticipated cost to the county for the assessments, as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) services.

RESOLUTION NO. 409**AMENDING RESOLUTION NO. 245 FOR 2021 REGARDING AGREEMENTS WITH VARIOUS AGENCIES FOR THE FACILITATION OF SERVICES ASSOCIATED WITH THE FAMILY FIRST PREVENTION SERVICES ACT**

Introduced: 11/8/21

By Social Services Committee:

WHEREAS, By Resolution No. 245 for 2021, this Honorable Body authorized agreements with New York State Office of Children and Family Services approved Qualified Individuals as licensed clinicians 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

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested an amendment to the aforementioned agreements to indicate that the County will pay \$2,000 in the first instance for each face-to-face visit by a licensed clinician with a child in congregate care, to be reimbursed to the County in part by Medicaid and Title IV-E Federal Foster Care funding, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 245 for 2021 regarding agreements with Qualified Individuals is amended to indicate that the County will pay \$2,000 in the first instance for each face-to-face visit by a licensed clinician with a child in congregate care, to be reimbursed to the County in part by Medicaid and Title IV-E Federal Foster Care funding, 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.



COUNTY OF ALBANY

DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

112 STATE STREET – SUITE 300

ALBANY, NEW YORK 12207

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

www.albanycounty.com

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

October 1, 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 contract with New York State approved foster care providers for the provision of foster care services.

The requested contract is for the term of January 1, 2023 – December 31, 2024 for rates at no more than the Maximum State Aid Rate (MSAR) as mandated by New York State.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-3654, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for DCYF with Foster Care Agencies

.

Date:	October 1, 2022
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moir Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: 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):
Please see attached spreadsheet

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: 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

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: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: 50%
State: 25%
County: 25%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2023 - 12/31/2024
Length of Contract: 24 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 09-379; 10-460; 13-017; 14-284, 14-384, 16-373, 18-504, 20-387

Date of Adoption: 10/13/09; 12/6/10; 2/11/13; 8/11/14, 10/14/14, 9/12/16, 11/13/18,
11/9/20

Justification: (state briefly why legislative action is requested)

Please See Attached

Request for Legislative Action to Enter into Contractual Agreements with Various Providers for the Provision of Foster Care Services

In accordance with the mandates articulated in Social Services Law 371 and 383, local districts are required to provide and pay for foster care services for youth in need of such services. The Department for Children, Youth and Families respectfully requests legislative authorization to enter into contractual arrangements with New York State approved foster care providers for the provision of foster care services for a term of two, one year agreements starting January 1, 2023 and ending December 31, 2024. When children are placed in foster care with a particular provider, Albany County will pay no more than the Maximum State Aid Rate (MSAR) as mandated by New York State. If children are placed out of state, Albany County will pay no more than the Approved agency rate by the corresponding state.

Authorization is requested to enter into an agreement with the providers listed on the attached spreadsheet. These providers have a current or recent placement for foster care services through Albany County or the licensure to receive such placements. Given the fluid and dynamic nature of foster care, there are times in which children, based on their individual needs and circumstances, may be placed in a foster care setting for which the County does not have a contract. Should such a situation arise, the Department will complete the necessary paperwork to request legislative authorization retroactively.

Foster Care Agency

Abbot House
AdoptUSKids
Anderson Center for Autism
Astor House
Awixa Home of Long Island
Baker Victory Services
Becket Family of Services
Bennington School, Inc.
Berkshire Farm Center & Services
Buffalo Urban League CAMMAP
Cardinal McCloskey
Casey Family Programs
Catholic Charities of Saratoga Warren
and Washington (Donovan House)
Catholic Charities Steuben
Catholic Family Center
Catholic Guardian Services
Cattaraugus Co DSS
Cayuga Centers
Cayuga Co DSS
Charlton School
Chautauqua Co DSS
Chemung Co DSS
Chenango Co DSS
Child and Family Services of Erie
Children's Aid Society
Children's Home of Poughkeepsie
Children's Village
Children's Home Of Jefferson County
Children's Home of Kingston
Children's Home of Wyoming Conf.
Clinton Co DSS
Columbia Co DSS
Coalition for Hispanic Family Services
Community Maternity Services
Cornell Abraxas Group, Inc.
Cortland Co DSS
Dare Family Services
Delaware Co DSS
Devereaux Center
Dutchess Co DSS
Easter Seals
Eckerd Youth Alternative, Inc.
Edwin Gould Services for Children
Elmcrest Children's Center
Equinox, Inc.

Address

100 North Broadway Irvington NY 10533
605 Global Way, Linthicum Heights, MD 21090
4885 Route 9 Staatsburg, NY 12580
6339 Mill Street Rhinebeck NY 12572
199 Benton Place Bay Shore NY 11706
780 Ridge Road Lackawanna NY 14212
PO Box 299 Pike NH 03780
192 Fairview Street Bennington VT 05201
13640 Route 22 Canaan NY 12029
15 E Genesee St, Buffalo, NY 14203
115 E. Sevens Ave, Site LL5 Valhalla, NY 10595
2001 Eighth Avenue, Ste 2700 Seattle, WA 98121

142 Regent Street Saratoga Springs NY 12866
6251 County Rt 64 #2, Hornell, NY 14843-9277
87 N Clinton Ave, Rochester, NY 14604
1780 Grand Concourse, Bronx, NY 10453
1 Leo Moss Dr #600 Olean NY 14760
101 Hamilton Avenue Auburn NY 13021
160 Genesee Street Auburn NY 13021
PO Box 47 Burnt Hills NY 12027
7N Erie Street Mayville NY 14757
425 Pennsylvania Ave Elmira NY 14904
PO Box 590 5 Court Street Norwich NY 13815
844 Delaware Avenue, Buffalo, NY 14209
711 Third Ave., Suite 700 New York, NY 10017
10 Children's Way Poughkeepsie, NY 12601
400 E. Fordham Rd, Bronx, NY 10458
1704 State Street Watertown NY 13601
26 Grove Street Kingston NY 12401
182 Chenango Street Binghamton NY 13091
13 Durkee Street Plattsburgh NY 12901
P.O. Box 458 25 Railroad Ave, Hudson, NY 12534
315 Wycoff Avenue, 3rd Floor, Brooklyn, NY 11237
27 North Main Avenue Albany NY 12203
2840 Liberty Avenue, 3rd floor, Pittsburgh PA 15222
60 Central Avenue Cortland NY 13045-5590
265 Medford Street Somerville MA 02143
111 Main Street Delhi NY 13753
Route 9 Box 40 Red Hook NY 12571
60 Market Street Poughkeepsie NY 12061
200 Zachary Road Manchester NH 03109
100 North Starcrest Drive, Clearwater FL 33785
151 Lawrence St, Brooklyn, NY 11201
960 Salt Springs Road Syracuse, NY 13224
95 Central Avenue Albany NY 12206

Erie Co DSS	95 Franklin St, Buffalo, NY 14202
Essex Co DSS	7551 Court Street PO Box 217, Elizabethtown, NY
Family Services of Westchester	1 Gateway Plaza, Port Chester, NY 10573
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
G.A. Family Services	40 Gardenville Parkway Ste 100, W Seneca, NY 14224
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
Good Sheperd Services	7 W Burnside Avenue, 3rd Floor, Bronx, NY 10453
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
Harlem Dowling West Side Center	2090 Adam C. Powell Blvd, New York, NY 10027
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
Hillside Children's Center Central Region	215 Wyoming St, Syracuse, NY 13204
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
Inwood House Mother/Child Program	161-06 89 Avenue, Jamaica, NY 11432
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, Ste 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
Kidsave	P.O. Box 5441 Washington, D.C. 20016-1041
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
LGBT Community Ctr Foster Care	208 West 13th Street, NY, NY, New York, NY 10011
Liberty Resources, Inc.	1045 James Street, Syracuse, NY 13203
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	200 Gustavus Ave Jamestown, NY 14701
Madison Co DSS	North Court Street Bldg1 Wampsville NY 13163
Mental Health Assoc of Ulster County	PO Box 2304 Kingston NY 12402

Mercy First	525 Convent Road Syosset, NY 11791
Minie Badger Foster Care Agency (SMB)	1367-1377 Main Street P.O. Box 851, Buffalo, NY 14902
Monroe Co. DSS	691 St. Paul Street #1 Rochester NY 14605
Monroe Co Human Services	111 Westfall rd #442, Rochester, NY 14620
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 Blvd, Ste 160, Uniondale NY 11553
Native American Community Services	1005 Grant St, Buffalo, NY 14207
New Alternatives for Children, Inc.	37 W 26th St, New York, NY 10010
New Directions Youth and Family Svcs	356 Main Street Randolph NY 14772
New Hope Family Services	3519 James St. Syracuse, NY 13206
New Hope Treatment Centers	7515 Northside Drive, Ste 200, North Charleston SC 29420
New York Foundling	590 Ave of Americas, New York, NY 10011
Niagara Co DSS	20 East Ave Lockport NY 14094
North American Family Institute/NAFI	26 Howley Street Peabody MA 01960
NAFI Therapeutic Foster Care	2269 Saw Mill River Rd, Elmsford, NY 10523
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
Ohel Children's Home and Family Svcs	1268 East 14 th Street, Brooklyn, NY 11230
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
Pathways, Inc.	33 Denison Parkway West, Corning, NY 14830
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 Sanatorium 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
Seamen's Society for Children and Families	50 Bay Street, 4th Floor, Staten Island, NY 10301
Seneca Co DSS	1 Dipronio Dr. Waterloo NY 13165
Seneca Nation Health Systems	987 RC Hoag Drive Salamanca, New York 14779
Sheltering Arms NY	305 7th Ave, Second Floor, New York, NY 10001
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. Dominic's Family Services	853 Longwood Avenue, Suite 220, Bronx, NY 10459
St. John Bosco Child & Family Svcs	PO Box 349, 233 Birch Road, Wallkill NY 12589
St. Lawrence Co DSS	6 Judson St., Canton, NY 13617-1196
St. Regis Mohawk DSS	412 State Route 37, Akwesasne, NY 13655
Stetson School	454 So. Street, PO Box 309, Barre MA 01005
Steuben Co DSS	3 Pulteney Square E. Bath NY 14810
Suffolk Co DSS	PO Box 18100, Hauppauge, NY 11788-8900
Sullivan Co DSS	Family Services 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
Washington Co DSS	383 Broadway, Fort Edward, NY 12828
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
Wyoming 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. 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.

<u>Foster Care Agency</u>	<u>Address</u>
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, Lincolnale 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
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