County of Albany

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

Meeting Agenda

Tuesday, July 25, 2023

5:30 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Social Services Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. REQUIRING A SURVEY OF THE IMPACT OF NEWLY ARRIVED PERSONS ON THE ALBANY COUNTY BUDGET

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “I” FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

4. LOCAL LAW NO. "I" FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

5. AUTHORIZING AGREEMENTS REGARDING THE 2023 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2023 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

6. AMENDING THE 2023 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

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

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

9. AMENDING RESOLUTION NO. 162 FOR 2023 REGARDING THE HOME ENERGY ASSISTANCE PROGRAM

County of Albany

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

Meeting Minutes

Monday, June 26, 2023

5:30 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Social Services Committee

PREVIOUS BUSINESS:

Present: Samuel I. Fein, Mickey Cleary, Patrice Lockart, Jeff S. Perlee, Christopher H. Smith and Ellen Rosano

Excused: Merton D. Simpson, Norma J. Chapman and Carolyn McLaughlin

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:

2. AUTHORIZING AGREEMENTS WITH PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

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

3. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE REGARDING GRANT FUNDING FOR ONGOING RENTAL SUPPLEMENTS

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

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

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

5. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AGREEMENTS REGARDING THE MOBILE RESPONSE INITIATIVE AND AMENDING THE 2023 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

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

RESOLUTION NO. 298

REQUIRING A SURVEY OF THE IMPACT OF NEWLY ARRIVED PERSONS ON THE ALBANY COUNTY BUDGET

Introduced: 7/10/23
By Burgdorf, Collins, Drake, Grimm, Lockart, Mauriello, Perlee, Smith, Tunny, Whalen:

WHEREAS, In early 2021, the Federal Government of the United States ceased enforcing the borders of the United States, and began dismantling prior Department of Homeland Security enforcement measures leading to a dramatic surge of undocumented migrants ignoring legal immigration laws of the United States and surging across the southern border; and

WHEREAS, From 2021 to present, New York State and New York City were popular choices for migrants due their sanctuary status and their rich social services benefits; and

WHEREAS, By May 2023, the City of New York had reached a saturation point to house, feed and provide medical attention for migrants and began to relocate them to suburban and rural counties throughout the State of New York, including Albany County, including some instances where such relocation occurred without any notice or communication to those cities, towns and counties; and

WHEREAS, There is no indication that the flow of undocumented migrants across United States borders to sanctuary New York City will be abated in the coming years, or that New York City will stop exporting migrants across the state unless New York State courts provide relief for communities who are unable to support new migrants; and

WHEREAS, The migrants relocated by the City of New York are a small part of a very large number of individuals who have migrated or received asylum by the United States of America, with 70,000 coming to the City of New York in recent months and 42,000 still under the care of the City; and

WHEREAS, While Albany County is continuing the American heritage of being a home to those complying with our immigration laws in the land of opportunity, practical public administration requires that any influx of new migrants or asylees receive adequate public services and a plan for permanent settlement as their legal status may dictate; and

WHEREAS, The Federal Government of the United States, in both its border policy and administration of social services, has completely failed both localities and the new arrivals themselves, abdicating its responsibility to support local governments and humanely provide for the migrants and asylees; and

WHEREAS, The unfolding humanitarian crisis occurring in the City of New York and, consequently, other counties, cities, towns and villages within New York State may have lasting fiscal impacts on the provision of social services by local governments due to the assumption of responsibility for these persons by local social service districts upon the cessation of these services by New York City; and

WHEREAS, It is incumbent on the leaders of Albany County to take proactive steps to ensure that the impact of the Newly Arrived Persons on the County budget is considered at the beginning, rather than in the midst, of their stay in the County; now, therefore be it

RESOLVED, For the purposes of this resolution, the term "Newly Arrived Person" shall mean a migrant, asylee, refugee, or any other non-citizen person or homeless person: 1. Contracted to be placed by the City of New York at any hotel, motel, or commercial lodging facility located within Albany County, or; 2. Placed by the State of New York within any dormitory facility of the State University of New York or any other facility within Albany County after May 29, 2023 and, be it further

RESOLVED, That the County Executive, in consultation with the County Comptroller and all Departments serving Newly Arrived Persons, shall prepare an initial report, which shall be subsequently updated, to the Albany County Legislature regarding the fiscal and housing impact of Newly Arrived Persons in Albany County, and that such reports shall include:

1. The potential timeline of when any Newly Arrived Persons shall become the responsibility of Albany County for the provision of any mandated or voluntary social service programs as operated by the County or funded through other non-governmental organizations, including but not limited to those organizations which contract with the County for the provision of social services;
2. The potential 2023, 2024, and 2025 budgetary costs to the Department of Social Services, Department of Health, Department of Mental Health, Department of Children, Youth, and Families, Department of Aging, and any other Department with possible budgetary implications identified by the Commissioner of Management and Budget for the assumption of mandated responsibility for Newly Arrived Persons based on the results of reporting on a potential timeline for assuming responsibility;
3. The geographic distribution of any Newly Arrived Persons by municipality; and, be it further

RESOLVED, That the report required under this resolution shall include any information provided by New York City or any other municipality as required by an Executive Order promulgated by the County Executive on May 23rd, 2023 and subsequently renewed; and, be it further

RESOLVED, That such report required by this resolution shall be first submitted to the County Legislature within 90 days of the adoption of this resolution by the Legislature and

then at 120, 150 and 180 days, and thereafter on a quarterly basis to be used for budget planning purposes through December 31st, 2025; and, be it further

RESOLVED, That a copy of this resolution be forwarded to the Albany County Executive, the Albany County Comptroller, and the Commissioner of Management and Budget.

LOCAL LAW "I" FOR 2023

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

Introduced: 7/10/23
By Burgdorf, Collins, Drake, Grimm, Lockart, Mauriello, Perlee, Smith, Tunny, Whalen:

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

Section 1. Chapter Creation.
Chapter 225, Article I, **Resettlement Disclosure**, is hereby created.

Section 2. § 225-1 – Title.
This article shall be known as the "Albany County Resettlement Disclosure Law."

Section 3. § 225-2 -- Legislative Purpose and Intent.
This legislation is to ensure that when a hotel, motel, owner of a multiple dwelling, or shelter is planning to contract for the purpose of providing housing or accommodations for homeless persons, migrants, or asylum seekers, the duly-elected local officials representing Albany County residents are offered the opportunity to be informed about the proposed housing.

Section 4. § 225-3 – Definitions.
Agent – Any individual or organization contracted by or otherwise engaged with a foreign municipality and/or acting on their behalf.

Foreign Municipality – Any municipality other than the County of Albany.

Migrant Emergency Order – Any Emergency Order issued by the County Executive of the County of Albany pertaining to migrant placement issued on or after May 23rd, 2023.

Venue – Any hotel, motel, multiple dwelling, or shelter in Albany County contacted for the purposes of contracting with or otherwise engaging in business with any foreign municipality for the purpose of providing housing or accommodations for homeless persons, migrants, or asylum seekers.

Section 5. § 225-4 - Notice of Contract or Engagement to Involved Representatives.

A. Within 12 hours of receipt of a contract offer or any other type of offer to engage in business for the purposes of housing homeless persons, migrants, or asylum seekers by a foreign municipality or their agent, and prior to execution or any other engagement, venues in Albany County shall provide to the following representatives a copy of the correspondence and/or notice of contract from said foreign municipality or their agent along with any available information regarding the homeless persons, migrants, or asylum seekers:

1) The Albany County Legislator who represents the legislative district which contains the venue; and

2) The Albany County Legislator who represents any legislative district adjoining the district which contains the venue; and

3) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the venue; and

4) Each City, Town, or Village Council or Board member who represents the municipality which contains the venue; and

5) Each New York State Senate and Assembly Representative who represents the municipality which contains the venue; and

6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the venue.

B. All notifications pursuant to this Section shall be sent via electronic mail prior to full execution of any contract or any other engagement.

Section 6. § 225-5 – Violations.

Any violations of this section by an owner of a venue shall place that owner in non-compliance with any Migrant Emergency Order and shall be subject to any penalty or remedy process provided therein.

Section 7. Severability.

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

Section 8. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.

RESOLUTION NO. 300

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2023: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

Introduced: 7/10/23
By Burgdorf, Collins, Drake, Grimm, Lockart, Mauriello, Perlee, Smith, Tunny, Whalen:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "I" for 2023, "A Local Law of the County of Albany, New York Establishing Chapter 225 of the Albany County Code Setting Forth Requirements for Resettlement Disclosure in Albany County" to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, August 29th, 2023, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

LOCAL LAW "I" FOR 2023

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 225 OF THE ALBANY COUNTY CODE SETTING FORTH REQUIREMENTS FOR RESETTLEMENT DISCLOSURE IN ALBANY COUNTY

Introduced: 7/10/23
By Burgdorf, Collins, Drake, Grimm, Lockart, Mauriello, Perlee, Smith, Tunny, Whalen:

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

Section 1. Chapter Creation.
Chapter 225, Article I, **Resettlement Disclosure**, is hereby created.

Section 2. § 225-1 – Title.
This article shall be known as the "Albany County Resettlement Disclosure Law."

Section 3. § 225-2 -- Legislative Purpose and Intent.
This legislation is to ensure that when a hotel, motel, owner of a multiple dwelling, or shelter is planning to contract for the purpose of providing housing or accommodations for homeless persons, migrants, or asylum seekers, the duly-elected local officials representing Albany County residents are offered the opportunity to be informed about the proposed housing.

Section 4. § 225-3 – Definitions.
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1) The Albany County Legislator who represents the legislative district which contains the venue; and

2) The Albany County Legislator who represents any legislative district adjoining the district which contains the venue; and

3) Each City, Town, or Village Mayor or Supervisor who represents the municipality which contains the venue; and

4) Each City, Town, or Village Council or Board member who represents the municipality which contains the venue; and

5) Each New York State Senate and Assembly Representative who represents the municipality which contains the venue; and

6) The principal of any elementary, middle, or high school within 1,500 feet of the address of the venue.

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

Section 8. Effective Date.

This local law shall take effect immediately after its filing with the Secretary of State.

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

July 29, 2023

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into a Memorandum of Agreement with the Albany County Department of Social Services for the administration of the 2023 Summer Youth Employment Program (SYEP) and with Cornell Cooperative Extension of Albany for their involvement in the 2023 SYEP for the period April 1, 2023-October 31, 2023. Additionally, approval is being sought to amend the 2023 Department for Children, Youth & Families adopted budget concerning these contractual agreements.

Under these agreements, the Department will receive $50,000.00 in administrative funding for the SYEP of which $20,000 will be used to support the contract with Cornell Cooperative Extension of Albany County.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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

File #: TMP-4386, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization and Budget Amendment for the Summer Youth Employment Program (SYEP)

Date:	July 28, 2023
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.: AA6119 03820
Source of Funds: State ODTA SYEP Funding
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:
Party (Name/address):
Albany County Dept. of Social Services
162 Washington Avenue
Albany NY 12210

Additional Parties (Names/addresses):
Cornell Cooperative Extension of Albany
24 Martin Road PO Box 497
Voorheesville NY 12186

Amount/Raise Schedule/Fee: $50,000
Scope of Services: Administration of the Summer Youth Employment 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: Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line:	AA6119 03820		
Revenue Amount:	$50,000		
Appropriation Account and Line:	AA6119 03820	44406	44046
Appropriation Amount:		$20,000	$30,000

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)	April 1, 2023 - October 31, 2023
Length of Contract:	7 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:	274-16, 319-17, 307-18, 267-19, 244-21,310-22
Date of Adoption:	7/11/16, 8/14/17, 7/9/18, 7/8/19, 8/9/21, 9/12/22

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

The Department for Children, Youth and Families

Justification for a Memorandum of Agreement between the Department for Children, Youth, and Families and the Albany County Department for Social Services and an agreement between the Department for Children, Youth, and Families and Cornell Cooperative Extension of Albany County for the 2023 Summer Youth Employment Program

Since 2005, the Office of Temporary Disability and Assistance (OTDA) has administered the New York State Summer Youth Employment Program (SYEP) and has allocated funds to each district to provide summer employment opportunities for youth throughout the State. The total amount allocated to Albany County for SYEP 2023 is $661,304.

Districts may opt to retain their allocation and use district mechanisms to operate the program, or may assign the funds to their local Workforce Development Board (WDB) to operate the program. Albany County has opted to assign the SYEP allocation to the WDB. Of the $661,304 that has been allocated to Albany County, $611,304 will be assigned to WDB. Over the years, the collaboration between the County and WDB in the facilitation of the SYEP has been a successful partnership.

The allocation for SYEP goes to the Department of Social Services (DSS). The coordination of the SYEP program is facilitated through the DCYF. The Department respectfully requests Legislative authorization to enter into a Memorandum of Agreement (MOA) with DSS in the amount of $50,000, $30,000 of which is to cover administrative costs associated with the facilitation of SYEP (which includes coordination of the application process, providing public relations, and preparing reports and other documents). The remaining $20,000 is to establish an Agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants.

The New York State SYEP is an important platform to introduce youth into the workforce, helping them to acquire skills that can be used to improve school performance and become responsible adults. Since many low-income youth face the prospect of a difficult transition into work or college, constructive workforce experiences can provide great benefits. In addition to the income it produces, experience in the workforce and interaction with working adults can help youth recognize the importance of educational achievement, and help expand their education and career goals.

The New York State SYEP provides youth from low income households (under the 200% of federal poverty guidelines) with employment opportunities during the summer months. To augment the work component of the SYEP, providers may include educational and/or career exploration activities which will better prepare youth as they continue their education and transition to the world of work. Allowable activities and services for the New York State SYEP include: work subsidies for youth (payment to employer or third party); education and training; and supportive services such as transportation, counseling, and incentive payments.

Attachment B

2023 New York State Summer Youth Employment Program

District Designation Form

On behalf of the Albany County Department of Social Services, I, Michele G. McClave, as Commissioner of the Albany County Department of Social Services, hereby instruct the Office of Temporary and Disability Assistance (OTDA) to disburse our 2023 New York State Summer Youth Employment Program (SYEP) allocation as detailed below. I certify that I have the legal authority to authorize the assignment of these funds. The funds dedicated to the operation of the 2023 New York State SYEP will be used in accordance with program and fiscal guidelines established by OTDA. For districts opting to assign all or a portion of their 2023 allocation to their Local Workforce Development Board (LWDB), districts will be held liable for funds not used in a manner consistent with the requirements of the New York State SYEP allocation or where funds are due from the LWDB.

A.	2023 SYEP Allocation	$661,304	
B.	Amount of Transfer to FFFS (optional)	$0	(must not exceed 10.62% of the allocation, round down)
C.	Amount Dedicated to SYEP	$611,304*	(must be at least 89.38% of allocation)
D.	Amount Assigned to LWDB (optional)	$611,304*	(district must coordinate SYEP services with LWDB)

Completed by: _____ Date: 05/23/2023

Commissioner's Signature

*Albany County will retain a portion of the allocation ($50,000) and and reduce the amount assigned to WDB by this amount.

APPROPRIATIONS

ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4406 000	Division for Youth	20,000.00	0		DCYF
AA 6119 4 4046 000	Fees for Services	30,000.00	0		DCYF
	TOTAL APPROPRATIONS	50,000.00	0		

ESTIMATED REVENUES

ACCOUNT I	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3820 000	Division for Youth	0	50,000.00		DCYF
	TOTAL ESTIMATED REVENUES	0	50,000.00		
	GRAND TOTALS	50,000.00	50,000.00		

RESOLUTION NO. 310

AUTHORIZING AGREEMENTS REGARDING THE 2022 SUMMER YOUTH EMPLOYMENT PROGRAM

Introduced: 9/12/22
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has indicated that the New York State Office of Temporary Disability Assistance funding is available to the Department for the 2022 Summer Youth Employment Program, and

WHEREAS, The Commissioner has requested authorization to enter into an agreement with Albany County Department of Social Services regarding the 2022 Summer Youth Employment Program in the amount of $45,000 for a term commencing April 1, 2022 and ending October 31, 2022, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants in the 2022 Summer Youth Employment Program in the amount of $15,000 for the term commencing April 1, 2022 and ending October 31, 2022, and

WHEREAS, The Summer Youth Employment Program is intended to introduce youth into the workforce and to help them acquire skills that can be used to improve school performance and become responsible adults while recognizing the importance of establishing education and career goals, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany County Department of Social Services regarding the 2022 Summer Youth Employment Program in the amount of $45,000 for a term commencing April 1, 2022 and ending October 31, 2022, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension, Voorheesville, NY 12210 regarding the 2022 Summer Youth Employment Program in the amount of $15,000 for the term commencing April 1, 2022 and ending October 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

DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
DEPUTY COMMISSIONER

June 29, 2023

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2023 Albany County Budget to transfer funds from the Computer Fees account line to Office Equipment, Computer Supplies and Telephone account lines. We will no longer be utilizing services from Traverse and wish to incorporate that money into budget lines in need of increases due to new equipment purchases and rising costs.

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

Sincerely,

Moira Manning, LCSW-R
Commissioner

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

File #: TMP-4388, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend the 2023 Albany County Children's Youth and Family Adopted Budget

Date:	July 29, 2023
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep. Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: AA 6119-4041/2001/4036, 2960 4021. 4059 4036
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: **AA 6119 4 4041/ 2 2001/4 4036, 2960 4 4021,4059 4 4036**
Appropriation Amount: **(198,875)/168,625/22,500, 5,250, 2,500**

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100
Local: Click or tap here to enter text.

Term
Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 17-254, 12-274, 10-387
Date of Adoption: 6/12/17, 8/13/12, 10/12/10

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

Department for Children, Youth and Families
Back Up Material for Budget Amendment Adjustment Requests

The Department for Children, Youth and Families respectfully requests legislative authorization to amend the 2023 Adopted Budget to change budget lines to accommodate changes and services across our program areas that have recently been added or have increased in costs. The increases will be covered by utilizing funds earmarked for Traverse Computer services that we are no longer utilizing to be used for the increase in McGuiness fees and telephone costs as well as the purchase of the Insight irecord system and laptops.

Phones

Mobile phones are a vital piece of business equipment, especially for our field workers. They allow our workers to easily connect to the families they serve, be able to remain in contact with the office, and also helps increase productivity. Staff are able to use functions on the phone such as talk to text to assist with case notes and getting those notes into required systems, such as connections.

Cell phones also enable workers to communicate quickly with their supervisor for example to make in CPS related matters for example photos are able to be sent to supervisors when physical abuse is detected. The cell phones locations are also able to be tracked by Information services, so in an emergency we can quickly access a worker's location if necessary. The cell phones also have WIFI capabilities so staff are able to connect to laptops and iPad's in the field if we need releases signed. Having county issues cell phones also eliminates any instance of workers using personal phones which makes confidential information more secure.

McGuiness Software

Due to high inflation McGuinness has increased the rates for Preschool Support, CPSE Portal and the Medicaid Service Bureau. This is only their second time increasing rates in 25 years. This product is a sole source.

Laptops

Allow for remote work, update current equipment, ability for fieldworkers to continue notes/work while waiting in appts in the field. Ability to access important information quickly especially when emergencies occur or out of the office at a training.

Increases necessary to cover existing and future costs:

AA 6119 2 2001	Office Equipment	168,625.00
AA 2960 4 4021	Computer Supplies	5,250.00
AA 4059 4 4036	Telephone	2,500.00
AA 6119 4 4036	Telephone	22,500.00

Decrease from available monies no longer being utilized:

AA 6119 4 4041	Computer Fees	198,875.00

APPROPRIATIONS

ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4041 000	Computer Fees		198,875.00	-	DCYF
AA 6119 2 2001 000	Office Equipment	168,625.00	0.00	-	DCYF
AA 2960 4 4021 000	Computer Supplies	5,250.00	0.00	-	DCYF
AA 4059 4 4036 000	Telephone	2,500.00	0.00	-	DCYF
AA 6119 4 4036 000	Telephone	22,500.00	0.00	-	DCYF
	TOTAL APPROPRATIONS	198,875.00	198,875.00		

ESTIMATED REVENUES

ACCOUNT I	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 00 0 0 000	0	0.00	0.00		0
	TOTAL ESTIMATED REVENUES	0.00	0.00		
	GRAND TOTALS	198,875.00	198,875.00		

DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

July 5, 2023

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

Dear Chairman Joyce,

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

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

Sincerely,

Michele G. McClave
Commissioner

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

File #: TMP-4375, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	6/26/23
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep. Attending Meeting:	Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
Albany County Department of Mental Health
175 Green Street, Albany, NY 12203

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

Amount/Raise Schedule/Fee: $250,000
Scope of Services: Memo of Understanding with the Albany County Department of Mental Health for the Central Management Unit which performs mandated Alcohol/Substance Abuse Assessments for the Albany County Department of Social Services.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Welfare Reform Act of 1997

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6010 04615
Revenue Amount: $66,927.00

Appropriation Account and Line: AA6010 44046
Appropriation Amount: $250,000.00

Source of Funding - (Percentages)
Federal: 27%
State:
County: 73%
Local:

Term
Term: (Start and end date) 1/1/2024-12/31/2024
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: 352
Date of Adoption: 10/11/2022

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

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

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

PURSUANT TO RESOLUTION NO. 352, ADOPTED 10/11/2022

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

The Department of Mental Health agrees to:

a) Provide administrative and supervisory oversight of the performance of CMU Certified Alcohol Substance Abuse Counselors (CASACS) including the recruitment, hiring, training and supervision of all Department of Mental Health program staff.

b) Provide two (2) CASACS to provide substance abuse assessments and monitoring of treatment compliance for temporary assistance and Medicaid recipients.

c) Administer and manage the CMU forms/tools within the IMA Electronic Health Record (EHR) System.

d) Provide DSS with the necessary training and concurrent user licenses to conduct scheduling and case collaboration within the IMA EHR system.

e) Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.

f) Assist the Department of Social Services in providing training and orientation information regarding substance abuse assessments and case management services to appropriate Social Services staff.

g) Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.

h) Prepare and submit all required reports and claims related to the employability assessments conducted, substance abuse treatment monitoring and case management services provided.

The Department of Social Services agrees to:

a) Provide administrative and supervisory oversight of the Department's performance under the program, including the recruitment, hiring, training and supervision of all Department of Social Services program staff.

b) Collaborate with the Department of Mental Health to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.

c) Cooperate in providing necessary orientation information to appropriate Department of Social Services and Department of Mental Health staff.

d) Hold regular meetings with the Department of Mental Health to review and evaluate the services provided under this Agreement.

e) Assist the Department of Mental Health in evaluating and monitoring the implementation of the services provided by this Agreement.

ARTICLE II. GENERAL PROVISIONS

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

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

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

ARTICLE III. CONFIDENTIALITY

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

ARTICLE IV. INFORMATION ACCESS

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. GRIEVANCES AND FAIR HEARINGS

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

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

ARTICLE VII. FEES

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

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

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

ARTICLE VIII. NON-APPROPRIATIONS

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

ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE X. GOVERNING LAWS

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

ARTICLE XI. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and will continue in effect through December 31, 2023, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by ninety (90) days written notice of such termination.

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

County of Albany

Date: 12/6/2022

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

Albany County Department of Social Services

Date: 11/9/22

Michele G. McClave, Commissioner

Albany County Department of Mental Health

Date: 11/2/22

Stephen J. Giordano, Director

EXHIBIT 1

CMU Alcohol/Substance Abuse Employability Assessments Services

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

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

This requires the following:

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

- Complete employability assessment
- Contact collaterals where indicated (e.g. client is currently engaged with treatment)
- If client is *unemployable* or *employable – treatment needed* determine appropriate level of care, and within appropriate clinical boundaries, determine treatment program with client
- Schedule intake appointment and notify client
- UDS screening as warranted
- Complete Recommendations form online to inform DSS of treatment recommendation
- Follow client through admission to treatment program or non-compliance with treatment recommendations
- Document admission or non-compliance by completing confirmation online to inform DSS of client status
- Reschedule any client who appears for their initial assessment appointment more than 15 minutes late for one (1) rescheduled date. Any further tardy appearances will be referred back to DSS
- DSS will provide CDTA bus swipers to eligible clients in the following manner:
    - Bus swipers will be distributed in quantities of 25 to Clinical Director of CMU from DSS Employment Unit
    - Bus swipers must be placed under lock and key with the Clinical Director of CMU or their designated representative
    - Bus swipers are for a single ride
    - A single bus swiper will be provided to CMU staff for distribution to clients as needed:
        - Clients may be provided a single bus swiper for the following reasons:
            - Initial reschedule of appointment
            - Initial intake appointment with local provider
    - DSS will provide a log of all bus swipers provided with each batch of 25 distributed to CMU. This log requires both client and CMU staff signature at the time a bus swiper card is dispersed.
    - Upon completion of the distribution of all 25 bus swipers, the completed log will be returned to DSS Employment Unit Director and Assistant Director
        - Email copy immediately

    - Return original by inter office mail
- Request can be made by CMU Clinical Director or supervisor to DSS Director and Assistant Director by email for additional batch of 25 bus swipers when current log has 5 remaining bus swipers
    - Next batch of 25 CDTA bus swipers will be delivered by courier to CMU Clinical Director or their designated representative within 48 business hours. Receipt of this batch will require a signature by CMU Clinical Director or their designated representative.
- The Employment Unit Director and Assistant Director and CMU Clinical Director and supervisor will conduct periodic reviews of the bus swiper process. Either party may initiate a review of this process at any time with written request by either party.
- This bus swiper process is subject to termination with written request by either DSS or CMU Clinical Director or supervisor.
    - Any remaining bus swipers and log will be returned to DSS within 48 hours of termination

Paper Reviews

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

Level of Care Review

- Review all Alcohol and Substance Abuse Treatment Program Progress Reports (LDSS 4527) submitted to DSS on individuals in treatment to determine if the change in Level of Care identified by a provider is clinically appropriate
- Document outcome of review in IMA

Fair Hearings

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

Access to Information

- In order to meet the requirements under 45 CFR Section 164.524 referenced in in Appendix A, and with Department of Social Services approval, Department of Mental Health will provide access to Protected Health Information in a Designated Record Set as outlined in Exhibit 2, directly to the client or the client's designee identified in an appropriate signed Release of Information form. Department of Mental Health will also provide Department of Social Services, as the owners of the records, at their request, with access to Protected Health Information for an individual(s).

Reports

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

- Number of assessments performed
- Aggregate of Assessment outcomes

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

EXHIBIT 2

CMU Alcohol/Substance Abuse Release of Information Approval Form

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

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

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

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

CMU RELEASE OF INFORMATION APPROVAL REQUEST

Client Name:

Date of Request by Individual:

File Records* Requested:

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

☐ Copies of any applicable attachments in electronic health records
☐ Locadtr form completed if indicated
☐ UDS results from Insta-Cups as utilized

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

DEPARTMENT OF SOCIAL SERVICES APPROVAL

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

DSS Name/Title:_____

DSS Signature:_____

Date:

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2023 – December 31, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

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

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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

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

July 5, 2023

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

File #: TMP-4376, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	6/26/2023
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):
Click or tap here to enter text.

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:	$192,035.00 $93,416.00 $92,920.00
Appropriation Account and Line:	AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount:	$192,035.00 $322,124.00 $185,841.00

Source of Funding - (Percentages)

Federal:	27%
State:	27%
County:	46%
Local:	

Term

Term: (Start and end date)	1/1/2024 - 12/31/2024
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:	414
Date of Adoption:	11/14/2022

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.

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

FEB 13 2023

PURSUANT TO RESOLUTION NO. 414, ADOPTED 11/14/2022

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.

FEB 1 8 2013

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. FEB 13 2023

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

FEB 13 2013

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

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

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **ONE HUNDRED-TEN DOLLARS AND 03/100 ($110.03)** 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.

FEB 18 2021

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. FEB 13 2023

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, 2023 and will continue in effect through December 31, 2023. 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.

FEB 13 2023

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.

FEB 13 2023

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 Hybid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE 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

FEB 13 2023

DATE: 3/29/2023

BY: _____

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

EQUINOX, INC.

DATE: 12/22/22

BY: _____
Signature

Chief Executive Officer
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

FEB 13 20[illegible]

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 29th day of March, 2023 before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF Montgomery SS.:

On the 22 day of December, 2022 before me, the undersigned, personally appeared Kathryn Fletcher, 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.

DIANE E DICAPRIO
01DI6150413
Notary Public, State of New York
Qualified In Montgomery County
My commission expires JULY 24th, 2026

Diane E DiCaprio
Notary Public

SCHEDULE A

INSURANCE COVERAGE

FEB 1 8 2015

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.

2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

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

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

FEB 13 2023

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

Date: _____ By: _____
Signature

_____
Title

SCHEDULE C

FEB 13 2023

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

Kathryn Fletcher
Authorized Signature

Chief Executive Office
Title

Date

FEB 13 2003

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

Kathryn Fletcher
Authorized Signature

Chief Executive Officer
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.

FEB 13 2023

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

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a. Upon an initial, emergency determination of financial eligibility, the ACCESS 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

FEB 13 2023

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.

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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

FEB 1 8 2009

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

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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.

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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, 2023 – December 31, 2023. 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.

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

July 5, 2023

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 increase the contract amount with Cornell Cooperative Extension of Albany County (CCE) from $160,000 to $180,000. CCE currently provides outreach, information and certification services for the general public residing in Albany County.

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

Sincerely,

Michele G. McClave
Commissioner

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

File #: TMP-4385, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	6/28/2023
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep. Attending Meeting:	Michele G. McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
Cornell Cooperative Extension of Albany County
P.O. Box 497, 24 Martin Road, Voorheesville, NY 12186

Amount/Raise Schedule/Fee: $180,000
Scope of Services: Provide Home Energy Assistance Program (HEAP) outreach and certification services to low-income residents in Albany County, especially elderly and handicapped individuals. Service to include the preparation and review of all mail-in applications.

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:	AA6010 04610
Revenue Amount:	$64,800.00
Appropriation Account and Line:	AA6010 44046
Appropriation Amount:	$180,000.00

Source of Funding - (Percentages)

Federal:	36%
State:	0
County:	64%
Local:	Click or tap here to enter text.

Term

Term: (Start and end date)	10/1/2023-9/30/2024
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:	162, 244
Date of Adoption:	5/8/2023, 7/11/2022

Justification: (state briefly why legislative action is requested)

Via resolution 162, adopted 5/8/2023 approval was granted to contract with Cornell Cooperative Extension of Albany County (CCE) in the amount of $160,000. However, the project has not seen an increase in funding since 2016, but has become much more demanding and staff intensive. In addition to mail-in and walk-in applications, outreach events, etc. the volume of calls has increased due to several factors (including extended deadlines, customer demands, delays in processing, call routing, etc.). Therefore, authorization is requested to increase the contract amount with (CCE) to provide HEAP outreach and certification services to $180,000.

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

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

In the 2022/2023 HEAP season to date (9/1/22- 3/15/23) CCE has processed 2,400 HEAP applications and has received over 9,000 HEAP calls during the 22/23 season. In addition, CCE assisted over 600 individuals that applied online or received HEAP through SNAP autopay, to supply documents, utility disconnects and out-of-fuel letters to ACDSS.

During the next contract period CCE will:

- Bring the benefits of the Home Energy Program to eligible residents - especially working families, retirees and disabled persons within Albany County.
- Receive HEAP applications and documentation, interview applicants and forward applications to ACDSS for final determination and payment. Cornell will continue to receive application through the mail and in-person.
- Complete HEAP “application days” at satellite sites throughout Albany County including Rensselaerville, Cohoes, Colonie, Bethlehem, and New Scotland.
- Advertise the availability of the HEAP program and eligibility criteria for receiving benefits on CCE website and social media.
- Assist in handling HEAP in-person and mail-in applications and HEAP phone calls for the entire County.
- Continue to be fully-open to the public at both office sites, as it has been since the start of the 22/23 season.
- Cornell will continue to work with their outreach partners including Colonie Senior Department, Cohoes Multi-Service Senior Center, Town of Guilderland Senior Office, Town of Bethlehem Senior Services, New Scotland Senior Outreach, and Hilltown Resource Center to provide HEAP services to mutual customers.
- Continue to provide postage paid return envelopes to applicants that indicate that they lack the ability to leave their home for postage or lack the funds to buy stamps.
- Continue to maintain a locked drop box at their offices to allow individuals to leave applications and documentation securely. These boxes are checked multiple times per day.
- Continue to do home visits for individuals that are in emergency situations, particularly furnace replacement and repairs and fuel emergencies, but are unable to apply in person, or through the mail.
- work with the County’s home delivered meal providers to have an informational flyer provided to home delivered meal recipients.

CCE will also continue to identify other outreach opportunities.

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

RESOLUTION NO. 244, ADOPTED 7/11/2022

This is an Agreement between the County of Albany, a municipal Corporation, (hereinafter referred to as the "County"), acting through the Albany County Department of Social Services (hereinafter referred to as "DSS"), Albany County Office Building, 112 State Street, Albany, New York 12207 and the Cornell Cooperative Extension of Albany County with principle offices located at 24 Martin Road, Voorheesville, New York 12186 (hereinafter referred to as the "Provider") regarding the Home Energy Assistance Program (hereinafter referred to as "HEAP").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

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

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

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

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

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

ARTICLE II. GENERAL PROVISIONS

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

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

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

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

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

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

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

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

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

ARTICLE V. COOPERATION

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

ARTICLE VI. FAIR HEARING

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

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

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

ARTICLE VII. RELATIONSHIP

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. ACCOUNTING RECORDS

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

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

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

ARTICLE X. FEES

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

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

1. An initial payment of $40,000 will be paid by January 31st of the contract year or as soon as appropriate HEAP funds are received from New York State. These funds are usually received by January 31 of each year.
2. An additional payment of $40,000 will be paid by April 1st of the contract year.
3. An additional payment of $40,000 will be paid by July 1st of the contract year.
4. A final payment of $40,000 will be paid by September 30th of the contract year.

ARTICLE XI. NON-APPROPRIATIONS

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

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

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

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

ARTICLE XIV. ASSIGNMENTS

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

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

ARTICLE XV. CONFLICT OF INTEREST

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

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

a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2022 and will continue in effect through September 30, 2023. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. MODIFICATION

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

ARTICLE XXVIII. NOTICE

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

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

ARTICLE XXVIX. IRANIAN ENERGY SECTOR DIVESTMENT

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

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXXI. ADDITIONAL ASSURANCES

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

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

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

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

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

ALBANY COUNTY

DATE: 11/2/2022

BY: _____

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

CORNELL COOPERATIVE EXTENSION

DATE: 9/29/22

BY: _____
Signature

_____
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____day of _____, 2022, 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 2nd day of November, 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.

Tracy Murphy
Notary Public
TRACY A MURPHY
Notary Public, State of New York
No. 02MU6263245
Qualified in Albany County
Commission Expires June 11, 2024

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

On the 29 day of September, 2022, before me, the undersigned, personally appeared Tom DeLaRoco, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

SCHEDULE A

INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.

2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

4. **Errors and Omissions Insurance:** A policy or policies of insurance with limits of not less than $1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 9/29/22 By: _____
Signature

_____
Title

SCHEDULE C

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

(d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

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

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

Organization

Authorized Signature

Title

9/29/22
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.

Organization

Authorized Signature

9/29/22

Title Date

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

EXHIBIT 1

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2022 - September 30, 2023. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
   (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

H. MISCELLANEOUS

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
P.W. Wood & Son, Inc.
2333 N Triphammer Road
Suite 501
Ithaca NY 14850

License#: PC614566

CONTACT NAME: Karen J Supek
PHONE (A/C, No, Ext): 607-266-3303 **FAX (A/C, No):** 607-266-9663
E-MAIL ADDRESS: ccecontracts@thewoodoffice.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Underwriters at Lloyd's, Lond	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CORNCOO-01
Cornell Cooperative Extension Albany County
24 Martin Rd.
Voorheesville NY 12186-9699

COVERAGES **CERTIFICATE NUMBER:** 36947301 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		PHPK2413063	5/24/2022	5/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSIVE CONDUCT OCC	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		PHPK2413063	5/24/2022	5/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB814149	5/24/2022	5/24/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/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	$ $ $
B A	CYBER LIABILITY PROFESSIONAL LIABILITY			V21C9D210401 PHPK2413063	1/25/2022 5/24/2022	1/25/2023 5/24/2023	AGGREGATE OCCURRENCE	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Home Energy Assistance Program Outreach, Certification and Education Services. 10/1/2022 - 9/30/2023.
County of Albany is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Karen J Supek

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NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
COOPERATIVE EXTENSION ASSOC IN THE STATE OF NEW YORK/ALBANY COUNTY 24 MARTIN ROAD VOORHEESVILLE NY 12186	COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 112 STATE STREET ALBANY NY 12207-2304

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E 190 501-7	255517	01/01/2022 TO 01/01/2023	9/16/2022

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

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1069938449