

# **County of Albany**

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



## **Meeting Agenda**

**Tuesday, September 26, 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
2. 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

**CURRENT BUSINESS:**

3. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES AND SAFETY NET RECIPIENTS
4. AMENDING RESOLUTION NO. 433 FOR 2022 REGARDING AGREEMENTS WITH FOSTER CARE PROVIDERS
5. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE HOME RUN PROGRAM
6. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING IMPLEMENTATION OF THE MULTISYSTEM THERAPY PROGRAM
7. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
8. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF THE FUNCTIONAL FAMILY THERAPY PROGRAM
9. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING THE CONNECTIONS PROGRAM
10. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES



11. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE JUVENILE SEX OFFENDER PROGRAM
12. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES - PARENT CARE PROGRAM
13. AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE REGARDING THE SEX ABUSE PREVENTION PROGRAM
14. AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
15. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE FOCUS ON THE FUTURE PROGRAM
16. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
17. AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING THE LASALLE JUVENILE REPORTING AND FAMILY CENTER
18. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE PREVENTION SERVICES
19. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS
20. AUTHORIZING AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR THE UNIVERSITY AT ALBANY SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT AND LEADERSHIP TRAINING

# **County of Albany**

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



## **Meeting Minutes**

**Tuesday, August 29, 2023**

**5:30 PM**

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

### **Social Services Committee**

**PREVIOUS BUSINESS:**

**Present:** Samuel I. Fein, Merton D. Simpson, Patrice Lockart, Jeff S. Perlee, Christopher H. Smith and Ellen Rosano

**Excused:** Norma J. Chapman, Mickey Cleary 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.

**2. 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**

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

**3. 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**

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

**CURRENT BUSINESS:****4. AUTHORIZING AN AGREEMENT WITH CARES OF NY, INC. REGARDING A CONTINUUM OF CARE PROGRAM FOR ALBANY COUNTY**

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

**5. AUTHORIZING PRESCHOOL EDUCATION SERVICE AGREEMENTS FOR CHILDREN WITH SPECIAL NEEDS AGES 3-5**

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

**6. AUTHORIZING AN AGREEMENT WITH REJHA GROUP, LLC  
REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL  
NEEDS TO EDUCATION AND THERAPY PROGRAMS**

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

**7. AUTHORIZING AGREEMENTS WITH VARIOUS PROVIDERS  
REGARDING SERVICES ASSOCIATED WITH THE FAMILY FIRST  
PREVENTION SERVICES ACT**

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

**8. AMENDING RESOLUTION NO. 251 FOR 2023 REGARDING AN  
AGREEMENT WITH THE NEW YORK STATE OFFICE OF  
TEMPORARY AND DISABILITY ASSISTANCE FOR 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.

## 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 and school officials representing Albany County residents are offered the opportunity [to be informed about the proposed housing.] of time to plan for the health, safety, and welfare of the new arrivals as well as Albany County residents.

#### **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 23<sup>rd</sup>, 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] 24 hours of [receipt] execution of a contract offer or any other type of [offer] agreement 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] relevant information including number of rooms to be rented, the period of time said rooms shall be rented, maximum number of persons intended to be served, number of children with respective ages, intended lengths of stay and[/or notice of] contract (with financial information redacted) from said foreign municipality or their agent along with any other available information regarding the homeless persons, migrants, or asylum seekers:

1) The Chairperson of the Albany County Legislature, who shall disseminate such notice to the Albany to the Majority Leader and Minority Leader of the Albany County Legislature as well as the [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;] The Albany County Executive; and

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

4) The school district superintendent for the school district in which the venue is located. [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.] Any venue owner or manager who violates the provisions of this article shall be subject to an initial civil penalty of \$500 per violation per day and a penalty of \$1,000 per each subsequent violation per day.

**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.



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

September 6, 2023

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

Dear Chairman Joyce,

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance and SNAP. The Altamont Program will assist recipients in their transition to/back to the workforce, hopefully resulting in enhanced self-sufficiency.

Sincerely,

Michele G. McClave  
Commissioner

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





# County of Albany

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

## Legislation Text

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**File #:** TMP-4528, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Date: 8/24/2023  
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):

The Altamont Program, Inc.

428 Duane Avenue

Schenectady, New York 12304

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$429,700

Scope of Services: The Altamont Program will provide assessment, support, tools and training to facilitate work readiness for recipients of Temporary Assistance and the Supplemental Nutrition Assistance Program (SNAP) Able Bodied Adult Without Dependents (ABAWD) clients. The provider will increase clients' readiness for, and access to, employment that will lead to self-sufficiency.

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 04615

Revenue Amount: \$406,925

Appropriation Account and Line: AA6010 44052

Appropriation Amount: \$429,700

Source of Funding - (Percentages)

Federal: 94.7%

State: 0

County: 5.3%

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: 355

Date of Adoption: 10/11/22

**Justification:** (state briefly why legislative action is requested)

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance and the Supplemental Nutrition Assistance Program. The Altamont Program will assist recipients in their transition to/back to the workforce, hopefully resulting in enhanced self-sufficiency.

ACDSS has adopted a Work First/Labor Force attachment approach utilizing three steps:

1. Preparation for employment;
2. Skills upgrade for income enhancement and better employment opportunities
3. Employment, retention and re-employment

As a key component of client success The Altamont Program will fully engage participants in appropriate programs and activities that lead to employment with the goal of achieving financial independence. The Altamont Program will provide a combination of virtual and in-person retention services beginning the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects and at all points in the program.

Through intensive case management The Altamont Program will provide orientation of employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in an in-person/virtual setting, or combination thereof.

The Altamont Program will provide the necessary tools and resources to facilitate an individual's readiness for, and access to, employment that will lead to self-sufficiency Altamont will also work with Employment Success Coach vendor to refer employed TA

recipients who may benefit from services provided by vendor; and to collaboratively identify obstacles to employment and build curriculum to address obstacles prior to future employment.

The Altamont Program was selected through a competitive bid for services under RFP #2022-076. The Altamont Program was the sole bidder and this request is for year two of a five-year contract.

**COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT  
BETWEEN  
THE COUNTY OF ALBANY  
AND  
THE ALTAMONT PROGRAM, INC**

**PURSUANT TO RESOLUTION NO. 355, ADOPTED 10/11/2022**

This is an Agreement made by and between the County of Albany, a municipal corporation (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), with principal offices located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc., a corporation authorized to do business in the State of New York, located at 428 Duane Avenue, Schenectady, New York 12304 (hereinafter referred to as the "Provider").

**WITNESSETH:**

**WHEREAS**, the County has heretofore requested proposals for the provision of comprehensive employment services for the Department, said request for proposals having been denominated RFP# 2022-076 and which is incorporated by reference into this Agreement and made a part hereof; and

**WHEREAS**, the Provider has heretofore submitted a proposal for services that will provide the necessary tools and resources to facilitate clients' readiness for, and access to, employment which will lead to self-sufficiency. The Provider will engage clients in appropriate programs that lead to employment and financial independence including and verifying engagement activities. These programs and engagement activities will include: orientation to employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/ placement, post-employment retention services, work experience development/placement and other countable activities, in accordance with regulations, to recipients of Temporary Assistance, through a connection with our community.

**WHEREAS**, the County has accepted the proposal of the Provider to provide comprehensive employment services as the lowest responsible bidder; and

**WHEREAS**, the County has accepted the offer of the Provider to provide comprehensive employment services.

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

**ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE PROVIDER**

As part of this Agreement, the Provider shall provide all services set forth in their proposal and as more particularly described in Exhibits 1 and 2 of this Agreement attached hereto and made a part hereof.

## **ARTICLE II. GENERAL PROVISIONS**

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

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

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

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

## **ARTICLE III. CONFIDENTIALITY REQUIREMENTS**

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

## **ARTICLE IV. INFORMATION ACCESS**

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

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation. All technical or other data relative to the work pertaining to this Agreement, in the possession of the County or in the possession of the Provider, shall be made available to either party to this Agreement without expense to the other party. All client records and either forms, reports, statistics and materials shall be retained by and at the County.

## **ARTICLE V. COOPERATION**

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

## **ARTICLE VI. FAIR HEARINGS**

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

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

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

## **ARTICLE VII. RELATIONSHIP**

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

## **ARTICLE VIII. SCHEDULE**

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

## **ARTICLE IX. ACCOUNTING RECORDS AND AUDITS**

Proper and full accounting records shall be maintained by the Provider whose 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**

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a quarterly basis for benchmarks achieved in accordance with the rates and maximums specified in the performance-based budget section of Exhibit 1, attached hereto and made a part hereof, but not to exceed a total amount of **FOUR HUNDRED TWENTY NINE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$429,700.00)**.

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

## **ARTICLE 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 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. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

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

## **ARTICLE XIV. ASSIGNMENTS**

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



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

#### **ARTICLE 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, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

#### **ARTICLE 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 XIV. TERM OF AGREEMENT**

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 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 with receipt granted by the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Provider, if the notice is delivered by hand.

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

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

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

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

## **ARTICLE 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(s).

## **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, a Member of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant, the Provider agrees to make a written disclosures on a specified disclosure form.

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

### **ARTICLE XXIII. MACBRIDE PRINCIPLES**

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

### **ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION**

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

### **ARTICLE XXV. INTERPRETATION**

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

### **ARTICLE XXVI. IRANIAN ENERGY SECTOR DIVESTMENT**

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

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

### **ARTICLE XXVII. 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 XXVIII. 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 XXIX. MODIFICATION**

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

## **ARTICLE XXX. INVALID PROVISIONS**

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

## **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.

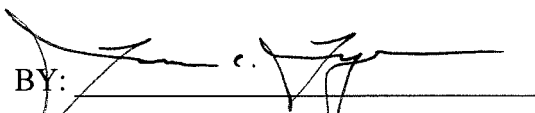
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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.

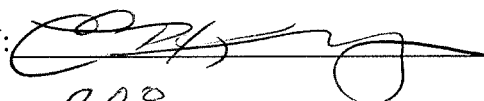
ALBANY COUNTY

DATE: 12/16/2022

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

ALTAMONT PROGRAM, INC

DATE: 11/30/22

BY:   
COO

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.:

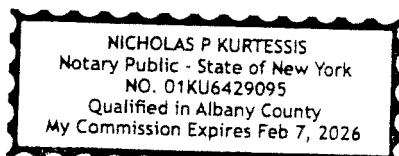
On the 16th day of December, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the 30 day of November, 2022, before me, the undersigned, personally appeared EP Relsey, 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

## SCHEDULE A

### INSURANCE COVERAGE

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

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

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

## SCHEDULE B

## AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: 11/30/22 By: [Signature]  
Signature COO

Chief Operating Officer  
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).

Anti-Drug Abuse Program  
Organization

[Signature]  
Authorized Signature

COO 11/30/22  
Title Date

## SCHEDULE D

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

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

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

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

The A15 Grant Program  
Organization

[Signature]  
Authorized Signature

COO 11/30/22  
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

### TANF/Safety Net Employment Services Contract

Contract Period: 1/1/23 – 12/31/23

TANF: \$401,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding: \$429,700.00

The Altamont Program will be the centralized source for Employment Services for Albany County Department of Social Services (ACDSS). Altamont Program's employment services will be based out of The Schuyler Inn shelter allowing them to better assist families on Temporary Assistance (TA) by providing direct access to their program. All services will be offered in an in-person or virtual setting or a combination there of based on circumstances and needs of the individual.

As a centralized source for employment services, the Altamont Program will provide an efficient and effective transition to employment and self-sufficiency through a "campus" type model. Gaining employment has been shown to directly impact an individual's ability to obtain housing and vice versa having secure stable housing directly impacts the ability to maintain employment. Stable housing and employment are crucial for individuals to obtain self-sufficiency. The Schuyler Inn shelter case management team will support and encourage employment as a way to obtain stable housing.

The Altamont Program will support and encourage employment through the following activities and services:

#### **Orientation Plan/Approach (within 1 week of referral):**

In addition to covering all the employment program requirements, the Altamont Program will focus on the benefits of employment and how this is a direct correlation to self-sufficiency. The Altamont Program will use a proven Intake Orientation model in an in-person or virtual setting, or combination thereof, which focuses on the importance of establishing a simulated work environment thus setting the foundation for preparedness for the workforce.

All clients will participate in an Orientation conducted by the Altamont Program Senior Case Manager and staff. This Orientation will consist of an introduction to the Altamont Program and the sequence of activities the client can expect as they are guided through the process of growth towards employment and self-sufficiency. In addition, the clients are introduced to the major welfare to work provisions of PRWORA that includes critical issues such as time limitations and compliance with work requirements that are mandatory. Orientation also includes the following information:

- How each client can most effectively benefit from the Altamont Program on their path to self-sufficiency;

- Rights and responsibilities of clients including, but not limited to the client's responsibility to cooperate in establishing paternity and enforcing child support obligation;
- Supportive services available through ACDSS and the obligations of the district to provide them;
- The assistance available upon request to help clients assigned to work activities obtain child care services;
- Education, employment and training opportunities available, including those that are at no cost to the client and the client's responsibilities associated with the repayment of student financial aid;
- Work activities available to each client;
- Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available, including VITA sites to assist with filing taxes annually;
- Information regarding the development of a self-sufficiency plan; the Individualized Employment Plan (IEP).

**Assessment/Pre-employment/Job-Readiness Plan/Approach:**

The Altamont Program assessment process will occur on day one, which will begin the road to employment and self-sufficiency. The assessment will address work histories, work skills, mobility, communication, motivation, short and long-term goals, hygiene and other activities of daily living that relate directly to work and the individuals ability to function effectively in a work environment. The intake assessment is the foundation for the development of an Individualized Employment Plan (IEP). Throughout the life of the TA case all IEP's and modifications will be developed in partnership with Altamont Program staff and the client, and will be signed and dated by both parties. The IEP will include four (4) components: goals, action steps, agreements and information/referral. The Altamont Program case managers will conduct a re-assessment meeting approximately 2 weeks after the initial assessment to further develop the IEP and assess progress to date and compliance thus far. During the re-assessment, the client's circumstances, strengths, limitations; disabilities. as well as identify needs to be met; services to be provided will be re-evaluated; and additional services or issues that may prevent a client from succeeding will be identified so a plan towards self-sufficiency can be developed. Understanding that the IEP is a working document, the frequency of follow up assessment will be determined through routine monitoring by the Altamont Program case management team and will be based on the activities to which the client is assigned or the challenges the client may be facing. The IEP will be updated and modified as needed. Altamont Program's model of coach and counsel sessions will provide the support necessary to assist the client in staying on track with their goals.

For those clients who are referred to the Altamont Program and who are already engaged with another community agency at time of referral, the Altamont Program will review and take into consideration any case management, planning, IEP development and scheduling that may already be in place with the existing provider. The Altamont Program will work with the client to make any modifications to the IEP that will assist in moving towards self-sufficiency

**Altamont Program Journey's Curriculum and Career Adult Life Skills (CALS).** The Altamont Program Journey's Curriculum is a strategy addressing some barriers that clients may face in seeking and securing employment. This innovative curriculum is designed to meet the needs of the participant's engagement either in-person, virtually or a combination there of, to provide uplifting, motivating and successful activities. The menu of topics will include, but is not limited to activities designed to provide life skills, job readiness, barrier identification, social/emotional wellbeing and personal growth. Categories in this curriculum will include, but is not limited to:

- Character
- Job Readiness Training
- Success Stories
- Goal Setting
- Relationships and Supports
- Social/Emotional/Behavioral
- Communication
- Health, Wellness and Positivity
- Decision Making and Problem Solving
- Financial Literacy
- Nutrition Education

In addition, Altamont Program will offer Career Adult Life Skills (CALS) classes to assist in addressing some of the barrier's that clients may face in securing employment. These classes provide an excellent opportunity for networking among the client's, opens conversations about barriers to employment and fosters activities such as mock interviewing.

Sample CALS Topics include:

- Why Should I Change My Life?
- Perception Verses Reality
- Empowerment and Motivation
- Workplace Conflict
- Resume Preparation
- Dress and Attendance
- Mock Interviewing
- Child Care Back-Up Plans and Their Importance
- What an Employer is Looking for in a Good Employee
- Criminal History
- Workplace Drug Testing
- How to Address Gaps in Employment
- Soft Skills Training

Individual case conferences will be scheduled as needed to discuss the particular needs of a participant who may be struggling or requiring additional linkages throughout the Capital District. Person-centered case management, tailored to the specific needs of each participant will be provided through this intensive case management approach.

### **Referral to Other Programs/Services Plan/Approach**

The Altamont Program Community Service Navigator is an integral part of the team and is a direct resource for the case managers and clients providing education and linkages to community resources. Networking under this service model will increase communication amongst service providers and enable the client to focus on their success in a more coordinated effort.

The Altamont Program Community Service Navigator is responsible for the identification and connection of the clients to services and education opportunities available within the Capital District. Additionally, the Altamont Program Community Service Navigator will identify programs and services that may be available through other State and Federal funds to augment programs and services provided by this contract. Referrals to community partnerships and resources will be made based on the individual's needs and obstacles to employment.

The Altamont Program Community Service Navigator will develop and expand upon the Altamont Program's resources and partnership pool within the community. The Altamont Program Community Service Navigator will establish a provider meeting facilitating an environment where Capital District providers, including Albany County Department of Social Services, can come together on a routine basis to share information and gain knowledge on services available in the Capital District. The Schuyler Inn is an excellent venue for these community meetings offering adequate meeting space and convenient parking. These meetings will provide an excellent opportunity for all service providers to understand what resources are available in the community, what might be lacking, and how best to address those concerns that may prevent clients from achieving self-sufficiency.

The Altamont Program will also work with this provider group to develop a comprehensive service provider manual identifying what is available in the community.

### **Job Search (6 weeks)**

The Altamont Program will ensure that clients, when prepared and ready to embark upon this activity, are conducting job search activities. Job search activities include linkage to the Albany Career Center, NYSDOL Job Bank/Development and registration in the Job Zone, which is required of all job ready clients. Clients are required to conduct a minimum of 15 verified job contacts each week in an active effort to secure employment. All job search documentation will be reviewed by the client's Employment Program case manager. Any Altamont Program center based job search activities implemented will be closely supervised.

Due to the changing workforce it has become increasingly apparent for the need for basic computer skills for efficient job searching and to navigate the on-line application process

which is becoming the more expected process of employment application. The Altamont Program will provide a computer lab, which will accommodate resume development, on line job searching and skills teaching which will improve a client's ability to directly apply for jobs on line in a more efficient manner.

### **Work Experience/Community Service (3-6 months)**

For those clients who are unable to secure unsubsidized employment following a supervised job search for at least six weeks the Altamont Program, as a not-for-profit agency, has the ability to provide work experience in areas of clerical, food service, hospitality, janitorial and maintenance. The Altamont Program will provide individuals with job experience in real-world employment settings as a transition step to permanent employment. The work experience through the Altamont Program provides clients with the opportunity to learn and practice both soft skills such as: coming to work on time, following directions, interpersonal relationships, problem solving and job related skills. Clients also have the opportunity to learn and practice job skills in an environment in which they can make mistakes without losing their jobs. Furthermore, it encourages confidence, improves self-esteem, builds on their resume and increases their reference base. This work experience approach also provides Altamont Program staff an opportunity to observe clients in a real-world setting and identify issues that can interfere with employment success. All placements and participation hours will be determined on mandatory requirements.

In addition to this work experience opportunity, The Altamont Program Community Service Navigator will also develop new work experience and employment partners with public/non-profit agencies. The Altamont Program will work closely with these public/non-profit agencies/providers to best assist the client in their success.

The Altamont Program will provide the following services:

- Develop sponsor work sites for both work experience and community service positions. Altamont Program will explain the work experience program to the not-for-profit agencies and the short-term, 3 to 6 month, nature of the assignments. Altamont Program will explain the mutual benefits of the program for the work site agency and the participant, i.e. the participant receives useful work experience and the agency receives assistance in the performance of necessary work assignments;
- Refer participants to assignments in public or not-for profit agencies. ACDSS will, at the start of the program, establish participation hours based on mandatory requirements. Work experience can be assigned in conjunction with community service.

*Note:* Work slots for education programs are a part of a work experience program combining education and work. Unpaid internships that are part of any non-graduate student's education curriculum are considered work experience.

### **Education and Training Services**

The Altamont Program must obtain prior approval from Albany County Department of Social Services for all educational and training services.

Beginning with the IEP, education and/or training service goals will be developed. Any participant without their High School Diploma will be encouraged to participate in High School Equivalency (HSE) classes. Those with limited English proficiency will be referred to English as a Second Language coursework and test for literacy in their own language in preparation for work assignments. Eligible participants will be encouraged to participate in a college degree program. Career Pathway programs will be encouraged, as they are training for jobs in high growth industries. Similar to education

The Altamont Program has a long-standing relationship with the Capital Region BOCES, and will have High School Equivalency (HSE) classes brought on-site at the Schuyler Inn. These classes allow a student to register, enroll, complete the Test of Adult Basic Education (TABE) and attend classes up to 6 hours per week by a BOCES certified teacher. Attendance reports will be provided following each class. Progress and testing results as administered by BOCES per their schedule are provided to Altamont Program's employment staff. Families who begin at the Schuyler Inn will have the ability to continue attending classes either on site or at another BOCES location following their transition to permanent housing.

The Altamont Program will provide short-term training in the fields of Janitorial and Culinary. These trainings are supported by the following NYS Department of Labor Occupational Job Codes as "very favorable" for employment opportunities, Food Service/35-0000, Janitor/37-2011, and General Maintenance/49-9071.

These programs include the following training topics:

- Maintenance/Janitorial:
  - Cleaning Chemical Overview
  - Floor and Floor Care Equipment
  - Restroom Care and Sanitization
  - Carpet and Upholstery Care
  - Up to 40 hours of Practicum Experience
  - Separate Blood Borne Pathogen certification is also completed
- Food Service:
  - Food Service terms and definitions
  - Sanitation and Food Safety
  - Weights Measurements and Knife Skills
  - Demonstrations and Hands On Experience
  - Up to 40 hours of Practicum Experience
  - Separate Serve Safe certification is also completed



Clients will receive certificates of completion for the job training program they have successfully participated in.

Depending on budgetary constraints, the Altamont Program will consider reintroducing short-term training in General Office Skills and Housekeeping as these are also listed as "very favorable" for employment opportunities according to the NYS Department of Labor.

### **Job Placement**

The Altamont Program case managers will work individually with a client to provide encouragement and motivation to empower clients to achieve his/her own success. The Altamont Program will also have a Retention Specialist available to build relationships with employers to not only increase job retention but to develop additional job opportunities within the employers businesses.

The Altamont Program case manager will provide participants email blasts of job leads, job fairs, community resources and training opportunities. This approach will offer innovative ways to get information out to our community quickly and efficiently.

### **Retention Services**

The Altamont Program will provide a Retention Specialist to support and encourage client retention efforts including the provision of retention services for 6 months post Temporary Assistance closing due to income.

The Altamont Program Retention Specialist will meet with each client early to establish a relationship, which not only extends to the IEP and employment, but will also be the client's point of contact for issues or concerns that may affect his/her ability to maintain employment or gain re-employment if needed. The Altamont Program Retention Specialist will also reevaluate whether skills enhancement and/or job search activities should be required of clients.

The Altamont Program Retention Specialist will collaborate with and refer participants who are experiencing barriers to the ACDSS contracted provider for employment services job coaching and resources services to assist the employee.

Client engagement with the Retention Specialist is voluntary for those whose TA case has closed due to income. The Altamont Program will offer the flexible hours and ability to meet someone at their job site or at a mutually agreed upon community location, including evening and/or weekend hours, in order to try and engage clients in services, and contacts. The Retention Specialist will be expected to work with the client to assist he/she in reaching their long term goals including; skills upgrades and income enhancement for opportunities for better employment.

The Altamont Program Retention Specialist will work closely with the Altamont Program Community Services Case Manager on services the client may need post-

employment or at DSS case closing. The Altamont Program Retention Specialist will also work closely with employers identifying areas of success, skills upgrades or where business growth is needed. The information compiled from the employers should be used to further enhance the Altamont Program Journey's Curriculum and Career Adult Life Skills (CALS) classes as well as community partnerships.

### **Case Management Plan/Approach**

Clients who are primarily engaged with the Altamont Program, will be monitored for progress and attendance and IEP's will be adjusted as needed. For clients engaged with other providers within the Capital District, the Altamont Program case managers will have regular contact with providers to monitor client's progress and attendance. The Altamont Program case managers will conduct on-site visits to develop relationships, problem solve when needed and/or address crisis intervention needs. The Altamont Program, as lead agency, will be proactive in ensuring all clients are moving forward with their IEP.

### **Monitoring and Reporting**

The Altamont Program will regularly monitor all clients, regardless of whether they are engaged with the Altamont Program or with other Capital District providers. Resistant behaviors of clients will be monitored through the Altamont Program's coach and counseling sessions. These sessions may include other providers working with the client who may be struggling in their ability to follow through on the agreed upon IEP. If necessary, the team will determine whether modifications should be made to the IEP.

The Altamont Program will make every attempt to reintegrate a non-compliant individual into program immediately. If unable to reintegrate an individual, all no show and non-compliance notification will be provided to the ACDSS Employment Unit Contract Manager within 48 hours.

The Altamont Program will establish a computerized database to document, track and report all employment related activities for all clients. In addition to this database, information will be retained on paper in case files for clients. The Altamont Program agrees to have the reporting database approved by ACDSS so that all reports requested by ACDSS can be produced and in the format desired,

The Altamont Program agrees to electronically submit daily attendance reports along with weekly evaluations of the client's progress to the ACDSS Employment Unit Contract Manager. All attendance and/or data from the various agencies that clients are involved with will be compiled into a single document to be provided to ACDSS. The Altamont Program will record all information on a DSS approved time sheet form and provide all information timely to the ACDSS Employment Unit Contract Manager. These reports will be entered into the Welfare to Work Caseload Management System (WTWCMS) so participation rates can be generated.

In order to measure success and monitor job placement and retention, the Altamont Program will analyze the data collected on clients, especially following program completion and will discuss with ACDSS any modifications to program efforts to better assist clients in achieving self-sufficiency.

**EXHIBIT 2**  
**Payment Schedule**

**ALTAMONT PROGRAM, INC. TOTAL CONTRACT - \$429,700**

TANF: \$401,700

Safety Net: \$18,000

Post TA Closing Incentive: \$10,000

Total Funding Available: \$429,700.00

**Reimbursement under this contract will be made based on the following payment schedule:**

**\$34,975** per month will be paid to the provider, Altamont Program, for a maximum of twelve (12) months, not to exceed the maximum funding amount for the contract period of \$429,700, for an acceptable level of compliance for all monthly standard performance levels as specified in this Exhibit. A monthly review will be conducted by the Albany County Department of Social Services Employment Unit, after the end of each month, to determine if Altamont Program has reached an acceptable level of compliance for the month.

It is the expectation that Altamont Program will engage all clients in countable employment activities on their path towards economic self-sufficiency. No client can be claimed in multiple monthly standard performance levels in any given month.

Payment will be made upon approval by designated ACDSS staff for the number of achieved standard performance levels, as defined in this Exhibit. If ACDSS determines that the provider has not met the acceptable monthly standard performance level for a particular activity during a month, the applicable percentage set forth herein for that monthly standard performance level will be withheld and the amount paid to Altamont Program for the month will be reduced accordingly. ACDSS may completely waive the reduction for a particular unmet monthly standard performance level based upon a written request submitted by Altamont Program demonstrating that such a failure was due to extraordinary or unforeseen circumstances. ACDSS shall notify Altamont Program in writing of the Agency's approval of any such request, or shall notify the disapproval of any such waiver and delineate the reasons for such disapproval.

**Performance Standards**

**Monthly Standard Performance Level 1 – *Engagement in high school or equivalent, or basic and remedial education consistent with employment goals contained in an Individual Employment Plan (IEP).***

***A minimum of one (1) client*** shall be engaged per month in high school education or education designed to prepare the client for high school equivalency certificate, including alternative high school and High School Equivalency (HSE) courses. Each client must be concurrently engaged in a countable core activity as outlined in Exhibit 3 for a minimum of 20 hours weekly to meet full participation requirements.

Each month, Altamont Program will assess, identify the need, develop an IEP and engage at least one (1) adult in high school or equivalent, or basic and remedial education for a minimum of

three (3) consecutive weeks within the month. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12-month period. If the previous month's Monthly Standard Performance Level 1 – ***One (1) client*** is engaged in high school or equivalent, or basic and remedial education consistent with employment goals contained in an IEP is **not met**, 2.5% of the monthly contract amount will be withheld.

**Monthly Standard Performance Level 2 – *Engagement in vocational education consistent with employment goals contained in an IEP***

**A minimum of one (1) client** per month shall be engaged in organized educational programs offering a sequence of courses that are directly related to the preparation of individuals for employment in current or emerging occupations that require training of up to four years of post-secondary education or the part-time equivalent. All actual hours are fully countable but only for 12 months lifetime. Participation beyond this limit must be in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each month, Altamont Program will assess, identify the need, develop an IEP and engage at least one (1) adult in vocational education for a minimum of 3 consecutive weeks within the month. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 when applicable. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12-month period. If the previous month's Monthly Standard Performance Level 2 – ***One (1) client*** is engaged in vocational education consistent with employment goals contained in an IEP is **not met**, 2.5% of the monthly contract amount will be withheld.

**Monthly Standard Performance Level 3 – *Engagement in work experience consistent with employment goals contained in an IEP.***

Clients who have been unsuccessful in securing full-time employment after having completed a supervised six-week job search will benefit from opportunities to acquire and enhance marketable employment skills. A minimum of ***one (1) client per month*** shall be engaged in a work activity in which they perform unpaid work in the public or not-for-profit sector to improve employability of the client, including unpaid internships. The monthly work experience hours will be determined on a case by case basis by the Employment Unit. Work experience hours will be balanced by and in concurrence with a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each month, Altamont Program will assess, identify the need, develop an IEP and engage at least one (1) adult in work experience for a minimum of 3 consecutive weeks in the quarter. Altamont Program will follow each individual through their engagement with the work experience goal to ensure attendance and progress in concurrence with a balance of a countable core activity as

outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous month's Monthly Standard Performance Level 3 – ***One (1) client*** are engaged in work experience consistent with employment goals contained in an IEP is **not met**, 2.5% of the monthly contract amount will be withheld.

**Quarterly Standard Performance Level 4 – *Job placement in unsubsidized employment (employment does not have to result in TA closing) consistent with employment goals contained in an IEP.***

Employment is the primary path to self-sufficiency with clients. Facilitating clients from Temporary Assistance to the work force and, therefore to self-supporting lifestyles is a progression for each individual. A minimum of ***one (1) client*** per month shall be engaged in full-time employment (30 or more) hours per week with a focus on a career or employment ladder.

Each month, Altamont Program will assess, identify the need, develop an IEP and facilitate at least one (1) adult in full-time employment (30 or more hours per week) with a focus on a career or employment ladder for a minimum of 4 consecutive weeks in the month. A career or employment ladder must be substantiated by the employer. Altamont Program will follow each individual through their engagement with the employment goal to ensure attendance and capability. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous month's Monthly Standard Performance Level 4 – ***One (1) client*** is engaged in job placement in unsubsidized employment consistent with employment goals contained in an IEP is **not met**, 2.5 % of the monthly contract amount will be withheld.

#### **Post TA Closing Incentive: \$10,000**

Altamont Program will secure job and wage information each month for each client with a TA case closing for 120 continuous days due to earned income. Upon submission and verification of this secure job and wage information, ACDSS will provide Altamont Program with a flat \$200.

### EXHIBIT 3

#### POLICY AND PROCEDURE

- 1) Provider will engage all clients in countable employment activities on their path towards economic self-sufficiency.
- 2) Provider will provide countable pre-employment services and activities leading to full time employment (unsubsidized and/or subsidized public or private employment) for up to 40 hours per week.

#### Core Activities up to 40 hours per week

- Work experience
  - Job readiness/ job skills training
  - Supervised job search (combination of directed and self-directed)
- 3) Provider will make every effort to place clients into an equivalent of full time employment.
  - 4) Provider shall develop, maintain and monitor work experience sites where clients who are in need of work experience and/or who do not find paid employment are placed.
  - 4) Provider will provide the Employment Unit with preferred dates and times for intake appointments.
  - 5) The Employment Unit will provide the Provider referral letters with the name, time and date of the intake appointment for each individual requiring employment related services.
  - 6) Each individual's enrollment status or failure to attend shall be reported by the Provider within two business days of the intake date to the appropriate Employment Unit contact via the CMS Referral feedback form.
  - 7) Provider will maintain a computerized database to track participation in all employment related activities. In addition to this database, a written case file containing comprehensive information for each client will be retained.
  - 8) Provider will provide ACDSS with any requested reports (both quantitative and qualitative) as requested by ACDSS.
  - 9) Provider is responsible to submit monthly attendance records for each client documenting the appropriate daily activity including, but not limited to absences and/or as may be required due to changes in the client's status. Each time sheet must be signed and dated by the Provider.

- 10) Signed and dated monthly attendance records must be submitted to the Employment Unit Contract Manager by the close of business on the 6<sup>th</sup> day of the succeeding month (when the 6<sup>th</sup> falls on a weekend, the close of business is set as the last work day prior to the 6<sup>th</sup>) and/or as may be required due to changes in the client's status.
- 11) ACDSS will provide training on the WTW/CMS system to the Provider, so Provider has the ability, if requested by ACDSS, to enter countable hours into the WTW/CMS system prior to the 6<sup>th</sup> day of the month following the month countable hours were performed.
- 12) For billing purposes, Provider will submit all billing documents electronically to the Employment Unit Contract Manager no later than the 10<sup>th</sup> of the month following the billing month. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.
- 13) If completion of the billing documents occurs on or after the 25<sup>th</sup> of the month following the billing quarter, an extension may be granted at the discretion of the Employment Unit Contract Manager. All requests for extension must be submitted in writing to the Employment Unit Contract Manager prior to the end of the billing cycle in which the completion of the billing documents occurs.
- 14) Provider agrees to provide employment related services to each client for the entire year of the contract.
- 15) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer programming during the contract year.
- 16) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager.
- 17) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.
- 18) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.

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

#### **B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

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



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

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

### **C. PERMITTED USES AND DISCLOSURE**

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



ALTAPRO-01

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

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).

|                                                                                           |                                                      |                                      |
|-------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Commercial Coverage, Inc.<br>PO Box 5060<br>Saratoga Springs, NY 12866 | <b>CONTACT NAME:</b>                                 |                                      |
|                                                                                           | <b>PHONE (A/C, No, Ext):</b> (518) 602-2024          | <b>FAX (A/C, No):</b> (518) 602-0236 |
|                                                                                           | <b>E-MAIL ADDRESS:</b> mmello@commercialcoverage.com |                                      |
| <b>INSURED</b><br><br>Altamont Program Inc<br>428 Duane Ave<br>Schenectady, NY 12304      | <b>INSURER(S) AFFORDING COVERAGE</b>                 |                                      |
|                                                                                           | <b>INSURER A:</b> Philadelphia Insurance Co          |                                      |
|                                                                                           | <b>INSURER B:</b>                                    |                                      |
|                                                                                           | <b>INSURER C:</b>                                    |                                      |
|                                                                                           | <b>INSURER D:</b>                                    |                                      |
|                                                                                           | <b>INSURER E:</b>                                    |                                      |
|                                                                                           | <b>INSURER F:</b>                                    |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PHPK2414955   | 5/17/2022               | 5/17/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                |           |          | PHPK2414955   | 5/17/2022               | 5/17/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                            |           |          | PHUB814846    | 5/17/2022               | 5/17/2023               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>AGGREGATE \$                                                                                                                                                                   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |
| A        | Property                                                                                                                                                                                                                                                                                                           |           |          | PHPK2414955   | 5/17/2022               | 5/17/2023               | BLKT BPP 1,735,000                                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Albany County Department of Social Services is added as additional insured if required by written contract per endorsement PI-GLD-HS NY.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



PO Box 66699, Albany, NY 12206  
| [nysif.com](https://www.nysif.com)

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 141708881  
COMMERCIAL COVERAGE INC  
PO BOX 5060  
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE  
AND SUBSCRIBE

|                                                                                              |                                     |                                                                                                                      |                           |
|----------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>POLICYHOLDER</b><br>THE ALTAMONT PROGRAM INC<br>428 DUANE AVE<br>SCHENECTADY NY 123042627 |                                     | <b>CERTIFICATE HOLDER</b><br>ALBANY COUNTY DEPARTMENT OF<br>SOCIAL SERVICES<br>162 WASHINGTON AVE<br>ALBANY NY 12210 |                           |
| <b>POLICY NUMBER</b><br>A1400 994-8                                                          | <b>CERTIFICATE NUMBER</b><br>475996 | <b>POLICY PERIOD</b><br>10/25/2022 TO 10/25/2023                                                                     | <b>DATE</b><br>11/18/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1400 994-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 388789651



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](http://www.albanycounty.com)

DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

August 30, 2023

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

Dear Chairman Joyce:

The Department respectfully requests legislative authorization for an amendment to Resolution 433, adopted November 14, 2022, to contract with Foster Care Providers that were not included in the original Resolution.

The Contractors will be paid at rates determined by New York State during the term January 1, 2023 – December 31, 2024 with rates at no more than the Maximum State Aid Rate (MSAR) as mandated by New York State.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4560, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Amendment to Resolution 433 of 2022 to Contract with additional Foster Care Providers

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|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):  
Please see attached

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

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐  
If Mandated Cite Authority: NYS Social Services Law 3714 and 383 Family Court Act  
1051, 352.2 and 756

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

**County Budget Accounts:**

Revenue Account and Line: AA 6119 3619/3661 AA6110 4619/3609/4615



Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: AA 6119 44405 AA6110 44046  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: 50%  
State: 25%  
County: 25%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2023 - 12/31/2024  
Length of Contract: 24 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 09-379; 10-460; 13-017; 14-284, 14-384, 16-373, 18-504, 20-387,  
22-433

Date of Adoption: 10/13/09; 12/6/10; 2/11/13; 8/11/14, 10/14/14, 9/12/16, 11/13/18,  
11/9/20, 11/14/22

**Justification:** (state briefly why legislative action is requested)

Please See Attached

## **Department for Children, Youth and Families**

### **Request for an Amendment to Resolution 433 of 2022, to enter into Contracts with additional Foster Care providers**

The Department respectfully requests legislative authorization for an amendment to Resolution 433, adopted November 14, 2022, to contract with Foster Care Providers that were not included in the original Resolution.

Contractors will be paid at rates determined by New York State during the term January 1, 2023 – December 31, 2024. We are requesting authorization to contract with the following additional providers:

|                               |                                                  |
|-------------------------------|--------------------------------------------------|
| Adelphoi                      | 1119 Village Way Latrobe, PA 15650               |
| Bancroft                      | 1255 Caldwell Road, Cherry Hill, NJ 08034        |
| Behavioral Health Services    | 435 Shrewsbury St, Worcester, MA 01604           |
| Cardinal Cushing Centers      | 405 Washington St. Hanover, MA 02339             |
| Ferncliff Manor               | 1154 Saw Mill River Road Yonkers, NY 10710       |
| Foundations Behavioral Health | 833 East Butler Avenue Doylestown, PA 18901      |
| Genesee Lake School           | 36100 Genesee Lake Rd Oconomowoc, WI 53066       |
| Hallmark Youth Care           | 12800 W Creek Pkwy, Richmond, VA 23238           |
| Heartspring                   | 8700 E. 29th St. N. Wichita, KS 67226            |
| Howard Center                 | 41 Spruce St, Burlington, Vt 05401               |
| Ignite Teen Treatment Center  | 3722 Lone Mesa Dr, Las Vegas, NV 89147           |
| Monarch Center for Autism     | 22001 Fairmount Blvd. Cleveland, OH 44118        |
| Rising Ground Inc.            | 151 Lawrence Street Brooklyn NY 11201            |
| Sandstone Care                | 11820 Parklawn Dr Rockville, Maryland, 20852     |
| Schaffer Children's Shelter   | 224 Park Avenue, Schenectady, NY 12304           |
| Spark Academy                 | 5600 North Heritage School Dr. Provo, Utah 84604 |
| Springbrook                   | 1 Havenwood Lane Travelers Rest, SC 29690        |
| The Center for Discovery      | P.O. Box 840 Harris, NY                          |
| The Woods School              | P.O. Box 36   Langhorne, PA 19047                |
| Youth Opportunities           | 3700 West Kilgore Avenue Muncie, IN 47304        |

## RESOLUTION NO. 433

### AUTHORIZING AGREEMENTS WITH FOSTER CARE PROVIDERS

Introduced: 11/14/22

By Social Services Committee

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into two-year agreements with New York State approved foster care agencies for children whose care has become the responsibility of Albany County, and

WHEREAS, The Commissioner has indicated that consideration for the services rendered by the agencies is in the form of a rate established by the New York State Office of Children and Family Services (OCFS) as a maximum per diem reimbursement per child, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into two-year agreements with the agencies set forth in the Foster Care Agency list annexed hereto at rates determined by OCFS with notice to the County for a term commencing January 1, 2023 and ending December 31, 2024, and, be it further

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

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



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET 5 SUITE 300  
ALBANY, NEW YORK 12207  
(518) 447-7324 - FAX (518) 447-7578  
www.albanycounty.com

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$214,839.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4538, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

### **Contract Terms/Conditions:**

**Party (Name/address):**

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

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$ 214,839  
Scope of Services: The Home Run Prevention program focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

### **CONCERNING ALL REQUESTS**

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

b

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

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

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

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$ 214,839

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term: (Start and end date) 1/1/2024 - 12/31/2024

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒If yes, explain: [Click or tap here to enter text.](#)Previous requests for Identical or Similar Action:

Resolution/Law Number: 22-417, 21-395, 18-462, 17-389, 16-372, 15-358, 14-389, 13-480, 12-471

Date of Adoption: 11/14/22, 11/8/21, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$214,839. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Berkshire Farm Center is \$319,492.

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

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

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

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

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



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

**RESOLUTION NO. 417**

**AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE HOME RUN PROGRAM**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the Home Run Program in an amount not to exceed \$214,839 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, Albany, NY 12205 regarding the Home Run Program in an amount not to exceed \$214,839 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$578,947.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4539, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

Cayuga Centers  
101 Hamilton Ave  
Auburn, NY 13021

**Additional Parties (Names/addresses):**

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

Amount/Raise Schedule/Fee: \$578,947.00  
Scope of Services: Multi-Systemic Therapy (MST) Prevention Program

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670/04670 AA6119 04615 AA3140 03322

Revenue Amount: \$117,437/\$3,905 \$64,158 \$300,000

Appropriation Account and Line: AA6071 44046 AA3140 44046R

Appropriation Amount: \$ 278,947.00 300.000

Source of Funding - (Percentages)

Federal: 12

State: 72

County: 16

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2024 - 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: 22-420, 21-407, 20-357, 19-423

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families and the Department of Probation respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$578,947. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Cayuga Centers is \$578,947.

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

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

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

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

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

**RESOLUTION NO. 420****AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING  
THE IMPLEMENTATION OF THE MULTISYSTEM THERAPY**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers regarding the implementation of the Multisystem Therapy in an amount not to exceed \$578,947 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the implementation of the Multisystem Therapy in an amount not to exceed \$578,947 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*





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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$428,561.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4540, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Clinical Prevention Services with Community Maternity Services

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|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

Community Maternity Services

27 North Main Ave

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 046700 AA6119 4615

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

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$428,561

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-421, 21-397, 20-353, 19-425, 18-469, 17-381, 16-363, 15-353, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$428,561. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Community Maternity Services is \$682,841.

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

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

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

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

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

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

RESOLUTION NO. 421

**AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Community Maternity Services regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$428,561 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the Community Maternity Service's Clinical Prevention Services Program offers a full array of services designed to prevent children and youth from entering foster care, and to provide services for youth discharged from foster care and their families, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services, Albany, NY 12203 regarding Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$428,561 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$434,168.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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





# County of Albany

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

## Legislation Text

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**File #:** TMP-4541, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

**Contract Terms/Conditions:**

Party (Name/address):

Cayuga Centers

101 Hamilton Ave

Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Functional Family Therapy Program

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

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

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615  
Revenue Amount: \$182,785 / \$6,078 \$99,859

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

Source of Funding - (Percentages)

Federal: 24.4  
State: 42.1  
County: 33.5  
Local: [Click or tap here to enter text.](#)

Term

Term: (Start and end date) 1/1/2024 - 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: 22-419, 21-408, 20-18  
Date of Adoption: 11/14/22, 11/8/21, 2/10/20

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Functional Family Therapy (FFT). The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$434,168. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Cayuga Centers is \$1,013,115.

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

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

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

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

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

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

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

RESOLUTION NO. 419

**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING  
THE PROVISION OF THE FUNCTIONAL FAMILY THERAPY PROGRAM**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers regarding the provision of the Functional Family Therapy Program (FFT) in an amount not to exceed \$434,168 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the provision of the FFT in an amount not to exceed \$434,168 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$254,671.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-4542, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

## **CONCERNING CONTRACT AUTHORIZATIONS**

### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

### **Contract Terms/Conditions:**

Party (Name/address):

St. Catherine's Center for Children

40 North Main Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

## **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 046700 AA6119 4615

Revenue Amount: \$107,216 / \$3,565 \$58,574

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$254,671

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-430, 21-406, 20-352, 19-426, 18-471, 17-383, 16-366, 15-356, 14-392, 13-483, 12-473, 12-73, 11-138

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/13, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children for the provision of Clinical Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$254,671. This is the second and final allowable renewal for this agreement. The total prevention contract amount for St. Catherine's Center for Children is \$668,403.

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

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

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

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

St. Catherine's Rural Albany County Connection (RACC) program will serve 25 at-risk families in rural Southern and Western Albany County. The RACC program will serve children and their families of any age but will have a focus on those youth ages 13 and above. The goals of the program are to reduce foster care risk, strengthen child and family functioning and connect families to community resources that promote long term independence and well-being.

RESOLUTION NO. 430

**AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING THE CONNECTIONS PROGRAM**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Catherine's Center for Children regarding Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$254,671 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the St. Catherine's Center for Children - Connections Program will continue to serve children ages four to thirteen who attend one of the region's elementary or middle schools and live in the Berne, Knox, or Westerlo regions of Albany County and are at risk of foster care placement, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children, Albany, NY 12203 regarding the Connections Program in an amount not to exceed \$254,671 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

August 30, 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 enter into contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services for Parents with Developmental Disabilities or Significant Mental Health Disorders .

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$254,280.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4543, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Specialty Prevention Services with Community  
Maternity Services

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|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 2023              |
| Submitted By:      | Scott McNelis                |
| Department:        | Children, Youth and Families |
| Title:             | Contract Administrator       |
| Phone:             | 7306                         |
| Department Rep.    |                              |
| Attending Meeting: | Moirra Manning, Commissioner |

#### Purpose of Request:

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

Click or tap here to enter text.

### CONCERNING BUDGET AMENDMENTS

#### Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

### **Contract Terms/Conditions:**

Party (Name/address):

Community Maternity Services

27 North Main Ave

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670/ 04670 AA6119 04615

Revenue Amount: \$107,052/\$3,560 \$58,484

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$254,280

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2024 - 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: 22-428, 21-404, 20-353,19-421, 18-466, 17-391,16-478, 15-362, 14-386, 13-477, 12-480, 12-82, 11-144

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached



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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$254,280. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Community Maternity Services is \$682,841.

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

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

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

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

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

**RESOLUTION NO. 428****AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Community Maternity Services regarding the provision of Foster Care Specialty Prevention Services in an amount not to exceed \$254,280 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that Community Maternity Services will continue to serve parents with developmental disabilities and/or significant mental health disorders and their children, with a focus on those birth to five years of age, to prevent foster care placement or to expedite permanency for children in foster care, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services, Albany, NY 12203 regarding the provision of Foster Care Specialty Prevention Services in an amount not to exceed \$254,280 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$153,618.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4544, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

St. Anne Institute

160 North Main Avenue

Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Provision of Specialty Prevention Services

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

|                           |        |                   |              |
|---------------------------|--------|-------------------|--------------|
| Revenue Account and Line: | AA6071 | 03670 / 04670     | AA6119 04615 |
| Revenue Amount:           |        | \$64,673 /\$2,151 | \$35,332     |

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

Source of Funding - (Percentages)

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

Term

|                            |                       |
|----------------------------|-----------------------|
| Term: (Start and end date) | 1/1/2024 - 12/31/2024 |
| Length of Contract:        | 12 Months             |

Impact on Pending Litigation

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
|                  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| If yes, explain: | Click or tap here to enter text.                                    |

Previous requests for Identical or Similar Action:

|                        |                                                                                                                          |
|------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Resolution/Law Number: | 22-425, 21-401, 20-346, 19-419, 18-461, 17-387, 16-371, 15-361, 14-397, 13-489, 12-479, 12-78, 11-168                    |
| Date of Adoption:      | 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11 |

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Juvenile Sex Offender Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$153,618. This is the second and final allowable renewal for this agreement. The total prevention contract amount for St. Anne Institute is \$522,356.

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

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

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

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

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

RESOLUTION NO. 425

AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE  
REGARDING THE JUVENILE SEX OFFENDER PROGRAM

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families requested authorization enter into an agreement with St. Anne Institute regarding the provision of Specialty Prevention Services in an amount not to exceed \$153,618 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the St. Anne Institute - Juvenile Sex Offender Program will continue to provide specialized clinical and case management services to youth ages ten to eighteen who have engaged in sexually inappropriate, aggressive, or abusive behavior for the purpose of preventing these youth from entering foster care and also where appropriate, to facilitate their safe and timely return home from foster care, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute, Albany, NY 12206 regarding the provision of Specialty Prevention Services for juvenile sex offenders and their families in an amount not to exceed \$153,618 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote - 11/14/22*





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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$413,732.

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

Sincerely,

Maira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4545, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

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|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 2023              |
| Submitted By:      | Scott McNelis                |
| Department:        | Children, Youth and Families |
| Title:             | Contract Administrator       |
| Phone:             | 7306                         |
| Department Rep.    |                              |
| Attending Meeting: | Moirra Manning, Commissioner |

#### Purpose of Request:

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

Click or tap here to enter text.

### CONCERNING BUDGET AMENDMENTS

#### Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

St. Catherine's Center for Children

40 North Main Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

Revenue Amount: \$174,181 / \$5,792 \$95,158

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$413,732

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-427, 21-403, 0-350, 19-420, 18-464, 17-383, 16-477, 15-363, 14-391, 13-482, 12-473, 12-83, 11-138

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine's Center for Children—Parent Care Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$413,732. This is the second and final allowable renewal for this agreement. The total prevention contract amount for St. Catherine's Center for Children is \$ 668,403.

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

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

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

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

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

**RESOLUTION NO. 427****AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING FOSTER CARE SPECIALTY PREVENTION SERVICES - PARENT CARE PROGRAM**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Catherine's Center for Children Parent Care Program regarding the provision of Specialty Prevention Services in an amount not to exceed \$413,732 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the St. Catherine's Center for Children - Parent Care Program will continue to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Catherine's Center for Children, Albany, NY 12203 regarding the Parent Care Program in an amount not to exceed \$413,732 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote - 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$307,287.

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

Sincerely,

Maira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4546, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

#### **Contract Terms/Conditions:**

##### **Party (Name/address):**

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

##### **Additional Parties (Names/addresses):**

Click or tap here to enter text.

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

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

### **CONCERNING ALL REQUESTS**

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

through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

Revenue Amount: \$129,368.00 / \$4,302.00 \$70,676.00

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$307,287.00

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-424, 21-400, 20-345, 19-418, 18-480, 18-17-386, 16-370, 15-360, 14-394, 13-486, 12-475, 12-79, 11-169

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Sex Abuse Prevention Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$307,287. This is the second and final allowable renewal for this agreement. The total prevention contract amount for St. Anne Institute is \$522,356.

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

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

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

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

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

**RESOLUTION NO. 424****AUTHORIZING AN AGREEMENT WITH ST. ANNE INSTITUTE  
REGARDING THE SEX ABUSE PREVENTION PROGRAM**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with St. Anne Institute regarding the provision of Specialty Prevention Services in an amount not to exceed \$307,287 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the St. Anne Institute Sex Abuse Prevention Program will continue to provide specialized clinical and case management services to twenty families at a time who are dealing with issues related to the sexual abuse of one or more of their children who are actively involved with Child Protective Services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Anne Institute, Albany, NY 12206 regarding the Sex Abuse Prevention Program for victims of sexual abuse and their families in an amount not to exceed \$307,287 for the term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

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

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$1,442,837.

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

Sincerely,

Maira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4547, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

Revenue Amount: \$607,434 / \$20,200 \$ 331,853

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$1,442,837

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-423, 21-399, 20-351, 19-422, 18-470, 17-380, 16-362, 15-352, 14-396, 13-488, 12-477, 12-76, 11-143

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached



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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Parsons Child and Family Center for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$1,442,837. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Parsons Child and Family Center is \$1,442,837.

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

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

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

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

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

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

**RESOLUTION NO. 423****AUTHORIZING AN AGREEMENT WITH PARSONS CHILD AND FAMILY CENTER REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Parsons Child and Family Center (Parsons) regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,442,837 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that Parsons will continue to provide comprehensive clinical case management and family support services to Albany County residents to effectively address the issues that place children and youth at risk for foster care, residential placement, and detention, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Parsons Child and Family Center, Albany, NY 12208 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,442,837 for the term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22  
Mr. Perlee abstained.*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$104,653.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4548, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

#### **Contract Terms/Conditions:**

Party (Name/address):

Berkshire Farm Center and Services for Youth

500 New Karner Road 3rd Fl

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$104,653

Scope of Services: Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood.

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

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

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 A6119 04615

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

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$104,653

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-426, 21-402, 20-348, 19-417, 18-465, 17-390, 16-368, 15-364, 14-387, 13-478, 12-485

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth – Focus on the Future Program, for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$104,653. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Berkshire Farm Center is \$319,492.00.

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

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

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

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

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



**RESOLUTION NO. 426****AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARM CENTER & SERVICES FOR YOUTH REGARDING THE FOCUS ON THE FUTURE PROGRAM**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children Youth and Families has requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth regarding the Focus on the Future Program in an amount not to exceed \$104,653 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the Focus on the Future Program will continue to provide educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood with the purpose of preventing child abuse, youth entering foster care, or to expedite permanency for children and youth in foster care, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farm Center & Services for Youth, Albany, NY 12205 regarding the Focus on the Future Program in an amount not to exceed \$104,653 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$1,643,986.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4549, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Clinical Prevention Services with Trinity Alliance

Date: August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

### **CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670/ 04670 AA6119 04615

Revenue Amount: \$692,118 / \$23,016 \$378,117

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$1,643,986

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term

Term: (Start and end date) 1/1/2024 - 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: 22-422, 21-398, 20-355, 19-424, 18-472, 17-382, 16-364, 15-354, 14-393, 13-485, 12-474, 12-75, 11-141

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/20, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$1,643,986. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Trinity Alliance of the Capital Region, Inc. is \$1,643,986.

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

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

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

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

Trinity Alliance of the Capital Region is proposed to provide Clinical Prevention Services with Community and Recreational Supports to eighty (80) Albany County families with children, age birth through eighteen, who are at risk of out-of-home placement, or are returning from foster

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

**RESOLUTION NO. 422****AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF CLINICAL PREVENTION SERVICES WITH COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,643,986 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that Trinity Alliance of the Capital Region will continue to provide Clinical Prevention Services with Community and Recreational Supports to eighty Albany County families with children age birth through eighteen, who are at risk of out-of-home placement, or are returning from foster care as the result of child abuse or neglect issues, at the Arbor Hill Center, Colonie Outreach Center, and the Trinity Center in Albany's South End, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Trinity Alliance of the Capital Region, Inc., Albany, NY 12202 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$1,643,986 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*





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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$472,675.

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

Sincerely,

Moir Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4550, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization for Juvenile Justice Prevention Services with LaSalle School

Date: August 30, 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.: Click or tap here to enter text.

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

Title Change: Click or tap here to enter text.

## **CONCERNING CONTRACT AUTHORIZATIONS**

### **Type of Contract:**

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

### **Contract Terms/Conditions:**

Party (Name/address):

LaSalle School

391 Western Avenue

Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

## **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes ☒ No ☐

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

b

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

Revenue Account and Line: AA6071 03670/ 04670 AA6119 03322/ 04615

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

Appropriation Account and Line: AA6071 44046 44046R

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

**Source of Funding - (Percentages)**

Federal: 19.59

State: 53.52

County: 26.89

Local: Click or tap here to enter text.

**Term**

Term: (Start and end date) 1/1/2024 - 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: 22-418, 21-396, 20-356, 19-427, 18-506, 17-388, 16-367, 15-357, 14-390, 13-481, 12-472, 12-70, 12-71 11-026, 11-447

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/20, 11/13/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 2/14/11, 12/5/11

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with LaSalle School—Juvenile Reporting Center for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$472,675. This is the second and final allowable renewal for this agreement. The total prevention contract amount for LaSalle School is \$472,675.

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

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

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

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

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

**RESOLUTION NO. 418****AUTHORIZING AN AGREEMENT WITH LASALLE SCHOOL REGARDING  
THE LASALLE JUVENILE REPORTING AND FAMILY CENTER**

Introduced: 11/14/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with LaSalle School in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding the LaSalle Juvenile Reporting and Family Center in an amount not to exceed \$472,675 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that the LaSalle Juvenile Reporting and Family Center is a collaborative program that will continue to provide a cost effective alternative to detention for youths age 9-17 within Albany County and connects youths with services to address risk factors, and provides protections to youths and their families through programming that will be tailored to each family, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with LaSalle School, Albany, NY 12203 in a collaborative effort with Saint Anne Institute and St. Catherine's Center for Children regarding the LaSalle Juvenile Reporting and Family Center in an amount not to exceed \$472,675 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote - 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

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

The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$117,135.

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

Sincerely,

Maira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4551, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

Date: August 30, 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

### **Contract Terms/Conditions:**

**Party (Name/address):**

Cornell Cooperative Extension Albany County  
24 Martin Road  
P.O. Box 497  
Voorheesville, NY 12186

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$ 117,135  
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

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

### **CONCERNING ALL REQUESTS**

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

b

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

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

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

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$ 117,135

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

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

Term: (Start and end date) 1/1/2024 - 12/31/2024

Length of Contract: 12 Months

Impact on Pending LitigationYes ☐ No ☒If yes, explain: [Click or tap here to enter text.](#)Previous requests for Identical or Similar Action:Resolution/Law Number: 22-416, 21-394, 20-349, 19-429, 18-463, 17-385, 16-369, 15-359, 14-387,  
13-478Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17, 9/12/16,  
9/14/15, 10/14/14, 11/12/13**Justification:** (state briefly why legislative action is requested)

Please see attached

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

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

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

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

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

Cornell Cooperative Extension proposed to provide Juvenile Justice Services programming through the Strengthening Families, Career Exploration and Urban Four H service models.

Strengthening Families is an evidence-based program and utilizes a parent, youth and family skills-building curriculum designed to strengthen parenting skills, build family strengths, and prevent teen substance abuse and other behavior problems. The target population for this service are parents and their youth, ages 4-10, who are involved in the Juvenile Drug Court or with ACDCYF services and are at risk of detention and foster care placement. Groups are held up to 4 times per year for 10-20 families.

The Urban 4H Program will be conducted in such topic areas as forensics, gardening, environmental education, animal science, food preparation and healthy eating, and career exploration. Youth, who are participating in the Albany County Juvenile Drug Court Program, Probation or DCYF services, who are at risk of detention and foster care placement and their families, can be referred for participation in this program.

Career Exploration is a group for teens and interested caregivers collaborating to explore career paths and participate in activities that enhance employment and life skills including job readiness and financial literacy education.

**RESOLUTION NO. 416****AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE  
EXTENSION REGARDING THE PROVISION OF JUVENILE JUSTICE  
PREVENTION SERVICES**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the provision of juvenile justice prevention services for the Strengthening Families and Urban 4-H Programs in the amount of \$117,135 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

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

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

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension, Voorheesville, NY 12186 regarding the Strengthening Families and Urban 4-H Programs in the amount of \$117,135 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



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](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

August 30, 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 enter into contractual agreement with Cayuga Centers for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2024 – December 31, 2024 in the amount of \$241,317.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4552, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

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

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|                    |                              |
|--------------------|------------------------------|
| Date:              | August 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.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

## **CONCERNING CONTRACT AUTHORIZATIONS**

### **Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

### **Contract Terms/Conditions:**

Party (Name/address):

Cayuga Centers  
101 Hamilton Ave  
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$241,317  
Scope of Services: Intensive Family Support Program

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

## **CONCERNING ALL REQUESTS**

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



through 409-b

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 / 04670 AA6119 04615

Revenue Amount: \$101,594/ \$3,378 \$55,503

Appropriation Account and Line: AA6071 44046

Appropriation Amount: \$241,317

Source of Funding - (Percentages)

Federal: 24.4

State: 42.1

County: 33.5

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2024 - 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: 22-429, 21-405, 20-357, 19-423, 18-473, 17-384, 16-365, 15-355

Date of Adoption: 11/14/22, 11/8/21, 10/13/20, 10/15/19, 10/9/18, 10/10/17,  
9/12/16, 9/14/15

**Justification:** (state briefly why legislative action is requested)

Please see attached

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

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2024 – December 31, 2024 for the amount of \$241,317. This is the second and final allowable renewal for this agreement. The total prevention contract amount for Cayuga Centers is \$1,254,432.

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

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

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

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

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

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

**RESOLUTION NO. 429****AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING  
THE PROVISION OF CLINICAL PREVENTION SERVICES WITH  
COMMUNITY AND RECREATIONAL SUPPORTS**

Introduced: 11/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$241,317 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and

WHEREAS, The Commissioner has indicated that Cayuga Centers will continue to provide Clinical Prevention Services through their Intensive Family Support Program that targets at-risk families with children ages birth to five years old who have the highest admissions to foster care and an acute need for services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers, Auburn, NY 13021 regarding the provision of Clinical Prevention Services with Community and Recreational Supports in an amount not to exceed \$241,317 for a term commencing January 1, 2023 and ending December 31, 2023, with an additional one-year option to renew, and, be it further

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

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

*Adopted by unanimous vote – 11/14/22*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET 4 SUITE 300  
ALBANY, NEW YORK 12207  
(518) 447-7324 - FAX (518) 447-7578  
[www.albanycounty.com](http://www.albanycounty.com)

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

August 30, 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 renew a contractual agreement with the State University of Albany for the provision of management training and coaching.

The requested agreement is for \$40,134 for the term of January 1, 2024 – December 31, 2024 and carries a local share of approximately \$3,000.

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

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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



# County of Albany

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

## Legislation Text

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**File #:** TMP-4554, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Management Training and Coaching with The Research Foundation State University of New York

|                    |                              |
|--------------------|------------------------------|
| Date:              | August 30, 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.: 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):

The Research Foundation SUNY

1400 Washington Avenue

Albany NY 12222

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$40,134

Scope of Services: Workforce Training

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 03610 04610  
Revenue Amount: \$10,034 \$20,067

Appropriation Account and Line: AA6119 44039  
Appropriation Amount: \$40,134

Source of Funding - (Percentages)

Federal: 50  
State: 25  
County: 7.5  
Local: 17.5

Term

Term: (Start and end date) 1/1/2024 - 12/31/2024  
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒  
[Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 311-22, 283-21, 344-20, 19-379, 18-404, 17-346, 16-376, 15-403  
Date of Adoption: 9/12/22, 9/13/21, 10/13/20, 9/9/19, 9/12/18, 9/11/17, 9/12/16,  
10/13/15

**Justification:** (state briefly why legislative action is requested)

Please See Attached



## **Department for Children, Youth and Families**

### **Backup Material for Renewal Contractual Authorization with the University at Albany School of Social Welfare**

The Department respectfully requests Legislative authorization to enter into a renewal contract with The Research Foundation for the State University of New York at Albany in an amount not to exceed \$40,134 for the term of January 1, 2024 – December 31, 2024.

As part of the Departments' restructuring plan, as well as continued improvement in practices and service delivery, the Department has secured the collaboration of The Research Foundation for the State University of New York at Albany to provide Management and Leadership training and coaching as well as staff training. The Department has worked diligently to put into place the infrastructure to support consistent and effective supervision, management and leadership of staff and programs. However, as with any organization, the supervisory, management and leadership skill level of employees is varied. Therefore, as a continued effort to improve practices of the Department, this collaboration was pursued.

The University at Albany will continue to deliver a Leadership and Management training Series that provides advanced training to managers and supervisors to help build leadership skills and to improve their respective programs and staffs. The training consists of a series of leadership and management topics selected through an assessment of need. The topics may include: fundamentals of leadership, teambuilding, workforce management, leading for results, effective performance reporting, measuring program improvement and leading change.

The Research Foundation for the State University of New York at Albany would also continue to provide on-site training, coaching and mentoring for managers, supervisors and staff through classroom training, individual training or through coaching sessions to help participants put into specific practice the concepts from content training.

The cost/reimbursement structure, as well as the contract deliverables is subject to NYS Office of Children and Family Services Bureau of Training approval, which will be sought pending Legislative authorization. It is anticipated that the County will remain responsible for 7.5% of the cost of this contract following reimbursement through the department's training allocation and SUNY's 17.5% committed cost share.

**RESOLUTION NO. 311****AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY  
SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT  
TRAINING**

Introduced: 9/12/22

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the University at Albany School of Social Welfare for the provision of management and leadership training and coaching services for the term commencing January 1, 2023 and ending December 31, 2023, and

WHEREAS, The University at Albany has agreed to accept \$40,134 for tuition costs, most of which will be funded by Federal and State funding, with a County share of approximately 7.5%, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the University at Albany School of Social Welfare for the provision of management and leadership training and coaching services in an amount not to exceed \$40,134 for the term commencing January 1, 2023 and ending December 31, 2023, and, be it further

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

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

*Adopted by unanimous vote – 9/12/22*