

County of Albany

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



Meeting Agenda

Monday, September 8, 2025

7:00 PM

**Albany County Office Building
William J. Conboy II Legislative Chambers
Albany County Courthouse**

County Legislature

Call to Order**Roll Call****CURRENT BUSINESS:**

313. AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM REGARDING THE ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL FREIGHT DEPOT RENOVATION PROJECT AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING BUDGET

Sponsors: Public Works Committee, A. Joyce and Reinhardt

314. AUTHORIZING ACCEPTANCE OF A GRANT FROM MVP HEALTH CARE REGARDING THE ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL FREIGHT DEPOT RENOVATION PROJECT AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING BUDGET

Sponsors: Public Works Committee

315. AMENDING RESOLUTION NO. 705 FOR 2024 AS AMENDED REGARDING WINTER MAINTENANCE ON STATE ROADS

Sponsors: Public Works Committee

316. AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNCIL ON THE ARTS REGARDING LEASEHOLD IMPROVEMENTS TO THE SHAKER MEETING HOUSE

Sponsors: Public Works Committee

317. AUTHORIZING AN AGREEMENT WITH MJG CONSTRUCTION GROUP, LLC REGARDING THE STEDMAN HOUSE RENOVATION PROJECT

Sponsors: Public Works Committee

318. AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Sponsors: Rosano, Laurilliard, Ricard and Conway

319. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

320. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE ELDERLY PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

321. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

322. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE NY CONNECTS EXPANSION AND ENHANCEMENT PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

323. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING, AND ASSISTANCE PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

324. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

325. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING CONGREGATE SERVICES INITIATIVE FUNDING

Sponsors: Rosano, Laurilliard, Ricard and Conway

326. AMENDING RESOLUTION NO. 543 FOR 2024 REGARDING THE WELLNESS IN NUTRITION PROGRAM

Sponsors: Rosano, Laurilliard, Ricard and Conway

327. AMENDING THE 2025 DEPARTMENT FOR AGING BUDGET: ALBANY COUNTY COMMUNITY AND SENIOR CENTER

Sponsors: Rosano, Laurilliard, Ricard and Conway

328. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM ASSISTANCE GRANT PROGRAM

Sponsors: Law Committee

329. AMENDING RESOLUTION NO. 217 FOR 2023 REGARDING THE FOURTH COUNSEL AT FIRST APPEARANCE GRANT

Sponsors: Law Committee

330. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO DEFENSE PROGRAM

Sponsors: Law Committee

331. AMENDING RESOLUTION NO. 184 FOR 2024 REGARDING THE DISTRIBUTION #11 GRANT

Sponsors: Law Committee

332. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Sponsors: Law Committee

333. AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING VIRTUAL REALITY FOR PAIN MANAGEMENT AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

334. AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING EMERGENCY DEPARTMENT PAIN MANAGEMENT RESEARCH AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

335. AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING AN ASSISTANCE FUND FOR CLIENTS OF THE ADDICTION CLINIC AT ALBANY MEDICAL CENTER AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

336. AUTHORIZING AN AGREEMENT WITH SECOND CHANCE OPPORTUNITIES REGARDING RECOVERY SUPPORT PROGRAM FUNDING AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

337. AUTHORIZING AN AGREEMENT WITH THE HIVE OF HOPE REGARDING RECOVERY SUPPORT PROGRAM FUNDING

Sponsors: McLaughlin, Pedo, Miller and Lockart

338. AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT RECOVERY CENTER REGARDING RECOVERY SUPPORT PROGRAM FUNDING AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

339. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE COUNTY REENTRY TASK FORCE

Sponsors: McLaughlin, Pedo, Miller and Lockart

340. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF MENTAL HEALTH REGARDING THE COVID RELIEF COMMUNITY MENTAL HEALTH JAIL DIVERSION GRANT PROGRAM AND AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

341. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF MENTAL HEALTH REGARDING THE MOBILE CRISIS UNIT AND AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

342. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF MENTAL HEALTH REGARDING THE EXPANSION OF CERTIFIED PEER CAPACITY AND AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET

Sponsors: McLaughlin, Pedo, Miller and Lockart

243. AMENDING THE 2025 DEPARTMENT OF HEALTH BUDGET: JUUL SETTLEMENT FUNDS

Sponsors: McLaughlin, Pedo, Miller and Lockart

344. AMENDING THE 2025 DEPARTMENT OF HEALTH BUDGET: OPIOID SETTLEMENT FUNDS

Sponsors: McLaughlin, Pedo, Miller and Lockart

345. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: PERSONNEL ADJUSTMENTS

Sponsors: Public Safety Committee

346. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: AUCTIONED AGENCY VEHICLES

Sponsors: Public Safety Committee

347. CONFIRMING THE APPOINTMENT OF A MEMBER TO THE FIRE ADVISORY BOARD

Sponsors: Public Safety Committee

348. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: SPECIALTY EQUIPMENT

Sponsors: Public Safety Committee

349. AMENDING RESOLUTION NO. 572 FOR 2023 REGARDING THE NEW YORK STATE COMPANION ANIMAL CAPITAL PROJECTS FUND GRANT

Sponsors: Public Safety Committee

350. AUTHORIZING AGREEMENTS WITH COLUMBIA UNIVERSITY, CHESTNUT HEALTH SYSTEMS, INC., AND THE NEW YORK STATE OFFICE OF MENTAL HEALTH REGARDING THE E-CONNECT SUICIDE RISK ASSESSMENT FOR JUVENILES

Sponsors: Public Safety Committee

351. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT

Sponsors: Public Safety Committee

352. AUTHORIZING AN AGREEMENT WITH ALLIED UNIVERSAL ELECTRONIC MONITORING US, INC. REGARDING ELECTRONIC MONITORING PRODUCTS AND SERVICES

Sponsors: Public Safety Committee

353. ADOPTING THE 2025 ALBANY COUNTY HAZARD MITIGATION PLAN

Sponsors: Public Safety Committee

354. CONFIRMING THE APPOINTMENT OF THE COMMISSIONER OF THE DEPARTMENT OF HEALTH AND AUTHORIZING A WAIVER OF THE RESIDENCY REQUIREMENT FOR SAID POSITION

Sponsors: Personnel Committee

355. AMENDING THE 2025 DEPARTMENT OF HUMAN RESOURCES BUDGET: DAYCARE SUBSIDY PROGRAM

Sponsors: Personnel Committee

356. CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING

Sponsors: Personnel Committee

357. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, PURSUANT TO SECTION 41.00 OF THE LOCAL FINANCE LAW, REPEALING, IN WHOLE OR IN PART, VARIOUS PARTIALLY UNISSUED BOND AUTHORIZATIONS OF CERTAIN BOND RESOLUTIONS OF SAID COUNTY, WHICH AUTHORIZED THE ISSUANCE OF BONDS TO FINANCE VARIOUS IMPROVEMENTS IN AND FOR THE COUNTY

Sponsors: Audit and Finance Committee

358. AUTHORIZING AN AGREEMENT WITH HAWKINS, DELAFIELD, AND WOOD, LLP REGARDING ARBITRAGE COMPLIANCE SERVICES

Sponsors: Audit and Finance Committee

359. AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET: OVERTIME

Sponsors: Audit and Finance Committee

360. A RESOLUTION APPROVING AN INCREASE AND IMPROVEMENT OF FACILITIES OF THE ALBANY COUNTY WATER PURIFICATION DISTRICT IN THE COUNTY OF ALBANY, NEW YORK

Sponsors: Audit and Finance Committee

361. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 245 NORTHERN BLVD (TAX MAP NO. 65.57-2-64) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

362. AUTHORIZING THE CONVEYANCE OF A PARCEL OF REAL PROPERTY LOCATED AT 275 SECOND AVENUE (TAX MAP NO. 76.62-2-26) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

363. SUPPLEMENTAL BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, STATING THE ESTIMATED MAXIMUM COST OF THE ACQUISITION OF FOOD SERVICE AND DISTRIBUTION EQUIPMENT FOR USE AT SHAKER PLACE REHABILITATION AND NURSING CENTER IS \$1,300,000, APPROPRIATING AN ADDITIONAL \$300,000 FOR SAID PROJECT, AND AUTHORIZING THE ISSUANCE OF \$300,000 BONDS OF SAID COUNTY TO FINANCE SAID ADDITIONAL APPROPRIATION

Sponsors: Audit and Finance Committee

364. SUPPLEMENTAL BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, STATING THE ESTIMATED MAXIMUM COST OF THE INFORMATION TECHNOLOGY INFRASTRUCTURE AND COMPUTER SYSTEM UPGRADES AT SHAKER PLACE REHABILITATION AND NURSING CENTER IS \$645,000, APPROPRIATING AN ADDITIONAL \$150,000 FOR SAID PROJECT, AND AUTHORIZING THE ISSUANCE OF \$150,000 BONDS OF SAID COUNTY TO FINANCE SAID ADDITIONAL APPROPRIATION

Sponsors: Audit and Finance Committee

365. BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED SEPTEMBER 8, 2025, AUTHORIZING THE CONSTRUCTION OF ALTERATIONS AND IMPROVEMENTS AT SHAKER PLACE REHABILITATION AND NURSING CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$5,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$5,000,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Sponsors: Audit and Finance Committee

366. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 AND SUPPLEMENTED ON JUNE 10, 2024, IN CONNECTION WITH THE SLUDGE PROCESSING IMPROVEMENTS PROJECT

Sponsors: Audit and Finance Committee

367. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE NORTH PLANT IMPROVEMENTS PROJECT

Sponsors: Audit and Finance Committee

368. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED AUGUST 26, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE SOUTH PLANT TREATMENT PROCESS IMPROVEMENTS

Sponsors: Audit and Finance Committee

369. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED SEPTEMBER 8, 2025, AMENDING THE BOND RESOLUTION ADOPTED MAY 13, 2024 IN CONNECTION WITH THE HVAC UPGRADES AT THE NORTH AND SOUTH PLANTS PROJECT

Sponsors: Audit and Finance Committee

370. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT REGARDING BROADBAND INFRASTRUCTURE IMPROVEMENTS AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Sponsors: Audit and Finance Committee, Collins and Smith

371. AMENDING RESOLUTION NO. 593 FOR 2023 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2A LINCOLN AVENUE (TAX MAP NO. 44.1-1-7.2) AND 201 SPRING STREET ROAD (TAX MAP NO. 44.1-1-7.1) IN THE TOWN OF COLONIE

Sponsors: Audit and Finance Committee

372. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "H" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 135 OF THE ALBANY COUNTY CODE TO FUND THE DEVELOPMENT OF PARTS AND COMPONENTS OF ADVANCED NUCLEAR TECHNOLOGIES

Sponsors: Burgdorf

373. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "I" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST COMPOSITION OF THE BOARD OF CONTRACT ADMINISTRATION

Sponsors: Grimm

374. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "G" FOR 2025: A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

Sponsors: Cunningham and Willingham

LOCAL LAWS:

LOCAL LAW NO. "U" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

Sponsors: Cunningham

LOCAL LAW NO. "H" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 135 OF THE ALBANY COUNTY CODE TO FUND THE DEVELOPMENT OF PARTS AND COMPONENTS OF ADVANCED NUCLEAR TECHNOLOGIES

Sponsors: Burgdorf

LOCAL LAW NO. "I" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST COMPOSITION OF THE BOARD OF CONTRACT ADMINISTRATION

Sponsors: Grimm

Adjournment



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
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MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

July 29, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The County Executive's Office is requesting permission to accept an award from New York State County Infrastructure Grant Program (CIPG), in the amount of \$425,000. This grant award would provide funding to reconstruct the foundation and renovate the interior of the historic Freight Depot at 839 Kenwood Avenue. The renovated depot building, at the trailhead of the Albany County Rail Trail, would serve as an open community facility that will be used for gathering and recreation, adding to the Rail Trail's ability to serve the community and aid in place-making for the County. This will benefit not only individuals in the county, but the businesses along the Rail Trail as well.

In addition to the CIPG award, the Innovation Partnership between Albany County and MVP Health Care has pledged a grant of \$300,000 to support this project.

This award supports Albany County's commitment to the health and well-being of the public as well as inviting visitors to our beautiful and vibrant community.

If any further information is required or if you have any questions regarding this request, please contact me. I appreciate your consideration in this matter.

Respectfully Submitted,

Karen Ziegler

Cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Esq. Majority Counsel
James Curran, Esq. Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6687, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funds from Empire State Development and MVP Health Care for the Freight Depot Renovation

Date: 7/29/2025
Department: Management & Budget
Attending Meeting: Katelyn Pauly, Martin Dolan
Submitted By: Karen Ziegler
Title: Grant Specialist
Phone: 518-447-7103

Purpose of Request: Contract Authorization Two years

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Empire State Development 433 River Street Troy, NY 12180 and MVP Health Care 625 State Street Schenectady NY 12305

Term: (Start/end date or duration) July 24, 2025 - July 24, 2027
Amount/Raise Schedule/Fee: \$725,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0 % County: 0 %
State: 59% Local: 41%

County Budget Accounts:

Revenue Account and Line: A28020-02807/A38020-03807
Revenue Amount: \$725,000
Appropriation Account and Line: A98020-44046-DEPOT
Appropriation Amount: \$725,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☒
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This project seeks to renovate the old Freight Depot building standing at 839 Kenwood Avenue, Slingerlands, along the Albany County Rail Trail. The County acquired the property at the end of 2018, with the hope of enhancing the experience of those using the Rail Trail. The renovated Depot would be lifted and a foundation would be added beneath it. Electric, water and sewer access would be added to the building. In addition to these infrastructure essentials, the community facility would add amenities as well as health information and services for trail visitors, such as blood pressure measurement and interactive displays. The outside of the building will have a porch, rocking chairs, and landscaping, all adding to the attractiveness of visiting the trailhead and Slingerlands in general.

USE WHOLE NUMBERS ONLY										
BUDGET LINE										
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY		DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
				STATE POS. CODE	POSITION CONTROL					
A9	8020	44046	DEPOT			Fees For Services	\$725,000		\$725,000	Economic Development
TOTAL APPROPRIATIONS										
							\$725,000		\$0	
ESTIMATED REVENUES										
USE WHOLE NUMBERS ONLY										
BUDGET LINE										
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY		DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
				STATE POS. CODE	POSITION CONTROL					
A2	8020	02807			Freight Depot			\$300,000	\$300,000	Economic Development
A3	8020	03807			NYS Freight Depot			\$425,000	\$425,000	Economic Development
TOTAL REVENUES							\$0	\$725,000		
GRAND TOTAL							\$725,000	\$725,000		

February 19, 2025

To whom it may concern:

I am pleased to confirm that the Innovation Partnership between MVP Health Care and Albany County will be providing a grant of \$300,000 to support the renovations of the train depot located on the Albany County Helderberg-Hudson Rail Trail. This funding will be allocated for both external and internal improvements, with the goal of transforming the space into a welcoming and accessible resource for the community.

Should you have any questions or require further information, please feel free to reach out. Thank you for your attention.

Sincerely,

Brandi Landy

Brandi Landy
Field Marketing – Strategic Initiatives
MVP Health Care
625 State Street
Schenectady, NY 12305

July 24, 2025

Daniel McCoy
Albany County
112 State Street
Suite 1200
Albany, NY 12207

Re: Albany County – County Infrastructure Grant Program, Project # 139,249

Dear Daniel McCoy:

I would like to take this opportunity to offer my congratulations on the acceptance of Albany County's County Infrastructure Grant Program (CIGP) application and to update you on the next steps in Empire State Development's ("ESD") grant process. Funds are being awarded (subject to the approval of the ESD Board of Directors as set forth herein) for the following NYS CIGP project(s) to be used as outlined in your original application:

- County Infrastructure Grant Program Round 1
- Albany County - ESD CIGP – \$425,000
- Project Summary – This project will renovate the old Freight Depot building standing at 839 Kenwood Avenue in Slingerlands, along the Albany County Rail Trail. The renovated depot will be lifted, and a new foundation is to be constructed beneath. Electric, water and sewer infrastructure will be added. The community facility will offer public access to water and restrooms, as well as health information and services for trail visitors.
- Total Project Cost: \$850,000

Your ESD project manager will continue to periodically request updates and/or changes to your application (revised timeline, State Environmental Quality Review Act ("SEQRA") update, State Historic Preservation Office ("SHPO") review information, Smart Growth Impact Statement ("SGIS") etc.). This project manager will work with you as necessary to finalize your application.

When your application has been finalized and when the project is nearing completion, Albany County's County Infrastructure Grant Program project will be presented to the ESD Board of Directors for approval. The Directors typically meet on a monthly basis. Please note that no project will be presented to the ESD Board of Directors for approval until the SEQRA, SHPO and SGIS reviews have been completed and proof of matching funds has been clearly demonstrated. Please also note that there is a one percent (1%) non-reimbursable commitment fee assessed to all awardees based on the grant amount awarded. The commitment fee will be due when the applicant executes documents required for processing the award, following approval by ESD Directors.

Pursuant to New York State Executive Law Articles 15-A and Article 3 of New York State Veterans' Services Law, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBEs) and service-disabled veteran-owned businesses (SDVOBs) in the performance of ESD projects. As a recipient of this award, Albany County shall be required to use Good Faith Efforts to achieve MWBE and SDVOB Participation. In addition, ESD's MWBE and SDVOB Participation/Equal Employment Opportunity Policy will apply to this project. While ESD's agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower based on the detailed scope of work, budget, and information on additional sources of funding you provide on the Grant Budget and Questions form. You will be required to use Good Faith Efforts to achieve the goals assigned to this project. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall also be required. The Office of Contractor and Supplier Diversity ("OCSD") will monitor MWBE and SDVOB utilization in connection with this project.

Following board approval, all CIGP projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board. Once these final steps are achieved, your project manager will send you a Grant Disbursement Agreement ("GDA") for execution. Project disbursements may only occur after ESD's receipt of the executed GDA and with the submission of the appropriate supporting documentation. As mentioned throughout the application process, payments will be made in lump sum upon project completion on a reimbursable basis.

This award shall terminate two calendar years from the date of this letter if the project has not commenced. Please be aware that ESD may require restrictions on the future use of awarded sites consistent with the purposes of their CIGP grant terms.

Your Project Manager will reach out shortly to answer any questions you may have. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Yevoli".

Mike Yevoli

Capital Region Regional Director

CC: Chelsea Watroba, Project Manager
Kelly Forsey, OCSD Compliance Manager
Karen Zeigler, Albany County Grants Specialist

RESOLUTION NO. 313

AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM REGARDING THE ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL FREIGHT DEPOT RENOVATION PROJECT AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING BUDGET

Introduced: 9/8/25

By Public Works Committee, A. Joyce, and Reinhardt:

WHEREAS, The County Executive has requested authorization to accept a grant from the New York State Infrastructure Grant Program regarding renovations to the Helderberg-Hudson Rail Trail Freight Depot in the amount of \$425,000 for a term commencing July 24, 2025 and ending July 24, 2027, and

WHEREAS, The County Executive has indicated that the aforementioned grant funds will be used to upgrade the Freight Depot and convert it into useful community space, and

WHEREAS, The County Executive has requested an amendment to the 2025 Department of Economic Development, Conservation, and Planning Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept a grant from the New York State Infrastructure Grant Program regarding renovations to the Helderberg-Hudson Rail Trail Freight Depot in the amount of \$425,000 for a term commencing July 24, 2025 and ending July 24, 2027, and, be it further

RESOLVED, That the 2025 Department of Economic Development, Conservation, and Planning Budget is hereby amended as follows:

0									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A9	8020	44046	DEPOT			Fees For Services	\$425,000	\$425,000	Economic Development
						TOTAL APPROPRIATIONS	\$425,000	\$0	
ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A2	8020	02807				Freight Depot		\$425,000	Economic Development
						TOTAL REVENUES	\$0	\$425,000	
						GRAND TOTAL	\$425,000	\$425,000	

and, be it further

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

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

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
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MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

July 29, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The County Executive's Office is requesting permission to accept an award from New York State County Infrastructure Grant Program (CIPG), in the amount of \$425,000. This grant award would provide funding to reconstruct the foundation and renovate the interior of the historic Freight Depot at 839 Kenwood Avenue. The renovated depot building, at the trailhead of the Albany County Rail Trail, would serve as an open community facility that will be used for gathering and recreation, adding to the Rail Trail's ability to serve the community and aid in place-making for the County. This will benefit not only individuals in the county, but the businesses along the Rail Trail as well.

In addition to the CIPG award, the Innovation Partnership between Albany County and MVP Health Care has pledged a grant of \$300,000 to support this project.

This award supports Albany County's commitment to the health and well-being of the public as well as inviting visitors to our beautiful and vibrant community.

If any further information is required or if you have any questions regarding this request, please contact me. I appreciate your consideration in this matter.

Respectfully Submitted,

Karen Ziegler

Cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Esq. Majority Counsel
James Curran, Esq. Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6687, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funds from Empire State Development and MVP Health Care for the Freight Depot Renovation

Date: 7/29/2025
Department: Management & Budget
Attending Meeting: Katelyn Pauly, Martin Dolan
Submitted By: Karen Ziegler
Title: Grant Specialist
Phone: 518-447-7103

Purpose of Request: Contract Authorization Two years

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Empire State Development 433 River Street Troy, NY 12180 and MVP Health Care 625 State Street Schenectady NY 12305

Term: (Start/end date or duration) July 24, 2025 - July 24, 2027
Amount/Raise Schedule/Fee: \$725,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0 % County: 0 %
State: 59% Local: 41%

County Budget Accounts:

Revenue Account and Line: A28020-02807/A38020-03807
Revenue Amount: \$725,000
Appropriation Account and Line: A98020-44046-DEPOT
Appropriation Amount: \$725,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☒
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This project seeks to renovate the old Freight Depot building standing at 839 Kenwood Avenue, Slingerlands, along the Albany County Rail Trail. The County acquired the property at the end of 2018, with the hope of enhancing the experience of those using the Rail Trail. The renovated Depot would be lifted and a foundation would be added beneath it. Electric, water and sewer access would be added to the building. In addition to these infrastructure essentials, the community facility would add amenities as well as health information and services for trail visitors, such as blood pressure measurement and interactive displays. The outside of the building will have a porch, rocking chairs, and landscaping, all adding to the attractiveness of visiting the trailhead and Slingerlands in general.

USE WHOLE NUMBERS ONLY									
BUDGET LINE									
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
				STATE POS. CODE	POSITION CONTROL				
A9	8020	44046	DEPOT		Fees For Services	\$725,000		\$725,000	Economic Development
TOTAL APPROPRIATIONS									
						\$725,000		\$0	
ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE									
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
				STATE POS. CODE	POSITION CONTROL				
A2	8020	02807			Freight Depot		\$300,000	\$300,000	Economic Development
A3	8020	03807			NYS Freight Depot		\$425,000	\$425,000	Economic Development
TOTAL REVENUES						\$0	\$725,000		
GRAND TOTAL						\$725,000	\$725,000		

February 19, 2025

To whom it may concern:

I am pleased to confirm that the Innovation Partnership between MVP Health Care and Albany County will be providing a grant of \$300,000 to support the renovations of the train depot located on the Albany County Helderberg-Hudson Rail Trail. This funding will be allocated for both external and internal improvements, with the goal of transforming the space into a welcoming and accessible resource for the community.

Should you have any questions or require further information, please feel free to reach out. Thank you for your attention.

Sincerely,

Brandi Landy

Brandi Landy
Field Marketing – Strategic Initiatives
MVP Health Care
625 State Street
Schenectady, NY 12305

July 24, 2025

Daniel McCoy
Albany County
112 State Street
Suite 1200
Albany, NY 12207

Re: Albany County – County Infrastructure Grant Program, Project # 139,249

Dear Daniel McCoy:

I would like to take this opportunity to offer my congratulations on the acceptance of Albany County's County Infrastructure Grant Program (CIGP) application and to update you on the next steps in Empire State Development's ("ESD") grant process. Funds are being awarded (subject to the approval of the ESD Board of Directors as set forth herein) for the following NYS CIGP project(s) to be used as outlined in your original application:

- County Infrastructure Grant Program Round 1
- Albany County - ESD CIGP – \$425,000
- Project Summary – This project will renovate the old Freight Depot building standing at 839 Kenwood Avenue in Slingerlands, along the Albany County Rail Trail. The renovated depot will be lifted, and a new foundation is to be constructed beneath. Electric, water and sewer infrastructure will be added. The community facility will offer public access to water and restrooms, as well as health information and services for trail visitors.
- Total Project Cost: \$850,000

Your ESD project manager will continue to periodically request updates and/or changes to your application (revised timeline, State Environmental Quality Review Act ("SEQRA") update, State Historic Preservation Office ("SHPO") review information, Smart Growth Impact Statement ("SGIS") etc.). This project manager will work with you as necessary to finalize your application.

When your application has been finalized and when the project is nearing completion, Albany County's County Infrastructure Grant Program project will be presented to the ESD Board of Directors for approval. The Directors typically meet on a monthly basis. Please note that no project will be presented to the ESD Board of Directors for approval until the SEQRA, SHPO and SGIS reviews have been completed and proof of matching funds has been clearly demonstrated. Please also note that there is a one percent (1%) non-reimbursable commitment fee assessed to all awardees based on the grant amount awarded. The commitment fee will be due when the applicant executes documents required for processing the award, following approval by ESD Directors.

Pursuant to New York State Executive Law Articles 15-A and Article 3 of New York State Veterans' Services Law, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (MWBEs) and service-disabled veteran-owned businesses (SDVOBs) in the performance of ESD projects. As a recipient of this award, Albany County shall be required to use Good Faith Efforts to achieve MWBE and SDVOB Participation. In addition, ESD's MWBE and SDVOB Participation/Equal Employment Opportunity Policy will apply to this project. While ESD's agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower based on the detailed scope of work, budget, and information on additional sources of funding you provide on the Grant Budget and Questions form. You will be required to use Good Faith Efforts to achieve the goals assigned to this project. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall also be required. The Office of Contractor and Supplier Diversity ("OCSD") will monitor MWBE and SDVOB utilization in connection with this project.

Following board approval, all CIGP projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board. Once these final steps are achieved, your project manager will send you a Grant Disbursement Agreement ("GDA") for execution. Project disbursements may only occur after ESD's receipt of the executed GDA and with the submission of the appropriate supporting documentation. As mentioned throughout the application process, payments will be made in lump sum upon project completion on a reimbursable basis.

This award shall terminate two calendar years from the date of this letter if the project has not commenced. Please be aware that ESD may require restrictions on the future use of awarded sites consistent with the purposes of their CIGP grant terms.

Your Project Manager will reach out shortly to answer any questions you may have. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Yevoli".

Mike Yevoli

Capital Region Regional Director

CC: Chelsea Watroba, Project Manager
Kelly Forsey, OCSD Compliance Manager
Karen Zeigler, Albany County Grants Specialist

RESOLUTION NO. 314

AUTHORIZING ACCEPTANCE OF A GRANT FROM MVP HEALTH CARE REGARDING THE ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL FREIGHT DEPOT RENOVATION PROJECT AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING BUDGET

Introduced: 9/8/25

By Public Works Committee:

WHEREAS, The County Executive has requested authorization to accept a grant from MVP Healthcare regarding renovations to the Helderberg-Hudson Rail Trail Freight Depot in the amount of \$300,000 for a term commencing July 24, 2025 and ending July 24, 2027, and

WHEREAS, The County Executive has indicated that the aforementioned grant funds will be used to upgrade the Freight Depot and convert it into useful community space, and

WHEREAS, The County Executive has requested an amendment to the 2025 Department of Economic Development, Conservation, and Planning Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept a grant from MVP Healthcare, Schenectady, NY 12305 regarding renovations to the Helderberg-Hudson Rail Trail Freight Depot in the amount of \$300,000 for a term commencing July 24, 2025 and ending July 24, 2027, and, be it further

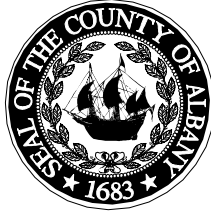
RESOLVED, That the 2025 Department of Economic Development, Planning, and Conservation Budget is hereby as follows:

USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A9	8020	44046	DEPOT			Fees For Services	\$300,000		Economic Development
						TOTAL APPROPRIATIONS	\$300,000	\$0	
ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A2	8020	02807				Freight Depot		\$300,000	Economic Development
						TOTAL REVENUES	\$0	\$300,000	
						GRAND TOTAL	\$300,000	\$300,000	

and, be it further

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

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

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

July 11, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

Albany County Department of Public Works requests the legislature's approval to amend the existing Snow & Ice Agreement with New York State Department of Transportation (NYSDOT) for the 2024/2025 season.

The agreement amends the estimated expenditure by adding funding (\$152,002.05) to account for increases in labor, materials and overall costs for the 2024/2025 season.

Albany County DPW has already been compensated for the services provided during this season. In order to get their agreements up to date, NYSDOT is requesting the agreements be signed and notarized.

The documents are attached. If you have any questions, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6704, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval to amend/adjust Snow and Ice Agreement with NYSDOT for the 2024/2025 Season.

Date: July 14, 2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Department of Transportation (NYSDOT), 50 Wolf Rd. Albany, NY 12232

Term: (Start/end date or duration) 07/01/2024-06/30/2029
Amount/Raise Schedule/Fee: \$152,002.05

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: D5142.02302
Revenue Amount: \$152,002.05
Appropriation Account and Line: D5142.44107
Appropriation Amount: \$152,002.05

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution No. 52 on 03/10/2025

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Approval to amend/adjust Snow and Ice Agreement with NYSDOT for the 2024/2025 Season.

Contract No.: D014756
 Supplemental Agreement No.: 2
 Date Prepared: _____

SUPPLEMENTAL AGREEMENT No. 2 to Contract No. D014756

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"); and the

ALBANY COUNTY ("Municipality")
 Acting by and through the _____.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- ☐ Amending the contract end date ONLY
- ☐ Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- ☒ Amending the estimated expenditure for the 24/25 season by:
 - ☒ adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
 - ☐ adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- ☐ Extending the Agreement attached hereto and incorporated herein for an additional 5-year period (Extension No. ____ of a maximum of 3)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023
- ☐ Other: _____

Contract No.: D014756
 Supplemental Agreement No.: _
 Date Prepared: _____

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: _____
 For Commissioner of Transportation

By: _____

Print Name: _____

Date: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF ____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipality described in and which executed the above instrument; that it was executed by order of the _____ of said Municipality pursuant to a resolution that was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

 Notary Public

APPROVED AS TO FORM
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

By: _____

By: _____

**NYSDOT MUNICIPAL SNOW AND ICE AGREEMENT AMENDMENT B
FOR TIME & MATERIALS (CONVENTIONAL) AGREEMENTS**

Contract #	Municipality	Ext. Season	Region #
D014756	Albany County	2024-25	1
Contract Term			7/1/2024 – 6/30/2029

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during the 2024/25 season, the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS		
Original 2024/25 Estimated Expenditure	Final Snow & Ice Voucher Total	Adjustment ¹
\$1,021,638.79	\$1,173,640.84	\$152,002.05
Adjustment ¹ = Final Snow & Ice Voucher Total – Original 2024/25 Estimated Expenditure		
TOTAL CONTRACT ADJUSTMENTS		
Final Snow & Ice Voucher Total	Amount Paid for 2024/25 Season*	Contract Adjustment
\$1,173,640.84	\$1,021,638.79	\$152,002.05
Contract Adjustment = Final Snow & Ice Voucher Total – Amount Paid for 2024/25 Season		

Encumbered balance of \$337,140.80 being disbursed. Remaining balance of \$152,002.05 to be disbursed upon OSC approval of Amendment B

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D014756

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL’S SIGNATURE

NYS COMPTROLLER’S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF _____)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

RESOLUTION NO. 315

AMENDING RESOLUTION NO. 705 FOR 2024 AS AMENDED REGARDING WINTER MAINTENANCE ON STATE ROADS

Introduced: 9/8/25

By Public Works Committee:

WHEREAS, By Resolution No. 705 for 2024, this Honorable Body authorized an agreement regarding winter maintenance services on State Roads in an amount not to exceed \$5,064,551 for a term commencing July 1, 2024 and ending June 30, 2029, and

WHEREAS, By Resolution No. 52 for 2025 the prior resolution was amended to reflect an additional \$43,643 for a new total contract amount of \$5,108,194 to correct an error in calculation, and

WHEREAS, The Commissioner of the Department of Public Works has requested an additional amendment of \$152,003 for a new total contract amount of \$5,260,197 to account for additional labor, material, and miscellaneous costs, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 705 for 2024, as amended, is hereby further amended in the amount of \$152,003 to reflect a new total contract amount of \$5,250,197, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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.



SHAKER HERITAGE SOCIETY

25 Meeting House Road * Albany, New York 12211

www.ShakerHeritage.org * (518) 456-7890

Board Members

Danielle Walsh
President

Therese Daly
Treasurer

Stephen Iachetta
Kenneth Levine
Matthew Miller
James Prout
Ann Thornton
Kimberly Wells

Ex. Officio
Hon. Daniel McCoy
Hon. Peter Crummey

Johanna Batman
Executive Director

Tuesday, July 29, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Heritage Society requests authorization to accept a grant of \$102,000 awarded by the New York State Council on the Arts. The funds awarded will support improvements to our leasehold at the 1848 Meeting House.

This proposed scope of work includes replacing a non-code compliant fire escape stairway, regrading and building a new ramped sidewalk to the east entrance, and building a panel to screen an HVAC system from view. Matching funds for this grant will be secured through support from private foundations and individual donors. No additional funding is requested from the County.

Schematic designs and grant details are attached for your consideration. This project will additionally be submitted to the State Historic Preservation Office for Covenant Review.

Many thanks for your consideration and support. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Johanna Batman
Executive Director
Shaker Heritage Society

Cc: Hon Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6732, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept a grant for capital improvements at Shaker Heritage Society

Date: 07/29/2025
Department: Shaker Heritage Society
Attending Meeting: Johanna Batman
Submitted By: Johanna Batman
Title: Executive Director
Phone: 518-456-7890

Purpose of Request: Contract Authorization

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Council on the Arts 411 Fifth Avenue Suite 700, New York NY 10016

Term: (Start/end date or duration) July 2025 - June 2028

Amount/Raise Schedule/Fee: \$102,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal:	n/a	County:	n/a
State:	\$102,000	Local:	n/a

County Budget Accounts:

Revenue Account and Line:	n/a
Revenue Amount:	n/a
Appropriation Account and Line:	n/a
Appropriation Amount:	n/a

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution No. 237 July 11, 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Shaker Heritage Society requests authorization to accept a grant of \$102,000 awarded by the New York State Council on the Arts. The funds awarded will support improvements to our leasehold at the 1848 Meeting House. This proposed scope of work includes replacing a non-code compliant fire escape stairway, regrading and building a new ramped sidewalk to the east entrance, and building a panel to screen an HVAC system from view. Matching funds for this grant will be secured through support from private foundations and individual donors. No additional funding is requested from the County.

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

Grants of \$100,000 or more

Updated April 2025

This document provides instructions for submitting your contracting documents and carrying out additional steps needed to execute a NYSCA Capital Contract.

Capital Projects Team – capitalprojects@arts.ny.gov

Katie Steger, Director, Capital Projects

Lindsay Turley, Program Officer, Capital Projects

PROCESS OVERVIEW

The document below outlines the requirements for executing your contract. There are several steps to this process, and the Capital Projects team will host a webinar and office hours to review all of the requirements. The webinar will be recorded and be available on the [Manage Your NYSCA Capital Projects Grant](#) page of the NYSCA website.

CONTRACTING PORTALS – SMARTSIMPLE AND SFS

To execute a capital contract with New York State, the documents listed in these instructions must be submitted and included as part of your contract package. We begin the process by collecting the necessary forms and attachments from your organization in the SmartSimple portal (nysca.smartsimple.com - where you submitted your application). Once the Capital Projects team has reviewed and approved your materials (including any necessary revisions), we will upload the final documents to the official contract in the State Financial System (SFS – sfs.ny.gov), where it will be finalized, signed by you, and marked executed by the Office of the State Comptroller (OSC).

DOCUMENT SUBMISSION AND REVIEW

You, the grantee, will upload your documents in an Uploads folder in SmartSimple. This folder is connected to your application, and should be easily located on your organization’s dashboard when you log in. Once all documents are uploaded, you will press submit for NYSCA staff to review. It is customary for NYSCA to have feedback or need more information, and documents may go through one or more revisions, all of which will be handled by uploading items and submitting them through the Smart Simple Uploads folder. Most of the required forms must be signed by a representative of the grantee organization.

All documents requiring signatures should be signed by a staff or board member who holds organization-wide oversight and responsibility, such as the Executive Director, Chief Operating Officer, or Chief Financial Officer. The Board President may sign for all-volunteer organizations or those in leadership transitions.

If NYSCA requests revisions, the primary contact listed for your organization will receive an email from Smart Simple to alert you of the request (please make sure the email address for your primary contact is up-to-date). There is a “Notes” tab in the left menu bar of the uploads folder in

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

Smart Simple where you will find the details of what Capital Projects staff needs you to do if revisions are requested. You may also share notes about your documents with NYSCA staff through the same “Notes” tab.

Please remember to click the “submit” button when you have completed uploading requested documents, as this will notify the Capital Projects team that your documents are ready for review (you will need to “submit” for your initial uploads, *and* each time NYSCA staff has requested you upload revised documents). If you need to exit SmartSimple before you have uploaded all documents, please click “save draft,” rather than “submit” to save your uploads, otherwise your folder will be locked. If this happens, just email CapitalProjects@arts.ny.gov to request your folder be unlocked. Please keep in mind that any notes you write in the Smart Simple “Notes” tab will only be visible to NYSCA once you hit “submit” - if you have pressing questions about your documents that you need answered in order to submit, please email them to us.

Once NYSCA has approved your documents, you will receive notification through SmartSimple letting you know you can notarize your budget and upload it into SmartSimple. Once NYSCA receives the notarized budget, Capital Projects staff will upload all documents into your contract in SFS (State Financial System) and enter the budget information into the contract. Once this is complete, it advances to NYSCA’s operations team for contract packaging. At this point you will be asked to sign the contract. After signature, the operations team will conduct a compliance review, which includes Vendor Responsibility Certification for your organization and any of your subcontractors* with contracts over \$100,000 to be paid with NYSCA funds; insurance documentation; and Charities Bureau status. Once compliance is cleared with NYSCA, the contract will move outside the agency for final review with the AG and State Comptroller.

While many contracts are executed within a month or two, it can take longer to fully execute some contracts, depending on the complexity of the budget, the organization's ability to meet the MWBE utilization goal, the speed with which subcontractors complete their VendRep profiles, and the results of the compliance review. Once your contract is executed, grantees can usually expect payment within 30 to 60 days.

**Note: New York State considers you, the grantee, the contractor, and the agreement between New York State and the Grantee the contract. Every vendor you engage in business with for the purposed of completing your NYSCA funded capital project is considered a subcontractor, and the agreements executed between you and your vendors the subcontracts.*

CONTRACT CHECKLIST

(Detailed instructions for each item are included in the following sections)

CAPITAL CONTRACT UPLOADS – SMART SIMPLE – *The following documents must be uploaded in your Capital Contract Uploads folder in [Smart Simple](#). This folder is located on the main dashboard when you log in. Detailed instructions for accessing the folder are included, below.*

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

- Itemized Budget Form in **Excel format** – *This is the form that was uploaded to Smart Simple with your application. Should you need to start over or you completed a Short Form Budget, follow this link for a [Blank Itemized Budget Form](#).*
- [Facility Use Affidavit](#)
- [Subcontractor Identification Form](#)
- Copy of Site Control Documentation for the property receiving capital funding
- Proof of Workers Comp and Disability Insurance
- [MWBE Attestation](#)
- [MWBE Goal Assessment Checklist](#)
- Copies of all Executed Subcontracts (first and second tier) over \$100,000 where any portion will be paid with NYSCA funds
- Grants where NYSCA funds are allocated for Capital Eligible Systems ONLY - Equipment list with pricing and descriptions

OTHER REQUIREMENTS – MULTIPLE PLATFORMS

(Detailed Instructions are included following the Contract Uploads Instructions)

- Complete Vendor Responsibility Questionnaire (for your organization and applicable subcontractors) - <https://onlineservices.osc.state.ny.us/>
- State Financial System - <https://esupplier.sfs.ny.gov>
 - Verify Access and Organizational information in SFS
 - Confirm Prequalification in SFS.
 - Sign up for ePayment through SFS.
- Stay current with required annual financial filings with the Office of the NYS Attorney General's Charities Bureau - <https://ag.ny.gov/resources/organizations/charities-nonprofits-fundraisers>

DETAILED INSTRUCTIONS

UPLOADING CONTRACT DOCUMENTS IN SMART SIMPLE

- **Login** to [Smart Simple](https://nysca.smartsimple.com/) at <https://nysca.smartsimple.com/> and navigate to your Organizational Profile to make sure all contacts are correct.
- To access the uploads module, you may either go to your dashboard and look for the “Capital Contracting” tile under “My Current Grant Awards.”
- Click on “Primary Contact” to make sure the organizational contact is assigned for the Contracting process.
- Once you are in “Upload,” you will see a drop down for “Upload Item.” The drop down will look different based on the size of your grant (refer to list in “Contract Uploads,” above).
- Select the appropriate document type from the drop down, and the upload your file. Smart Simple will automatically assign a file name based a predetermined naming convention. If you upload multiple versions of the same document type – such as with subcontracts – it will add a numbering suffix.
- Once all documents have been uploaded, please click “Submit” at the bottom of the page

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

- If you need to communicate with Capital Projects staff about your uploaded documents as part of your submission or revisions, use the “Notes” tab found in the lefthand menu bar.
- If you have questions about the process or completing the documents prior to submitting them, reach out to CapitalProjects@arts.ny.gov
- When all documents have been approved, the status will change to “Document Signatures Requested” at which point you will upload your Notarized Capital Budget and resubmit.

INSTRUCTIONS FOR COMPLETING FORMS AND DOCUMENTS TO UPLOAD

ITEM 1 – ITEMIZED BUDGET AND REPORTING FORM

(link to blank form here if needed: [Blank Itemized Budget Form](#)).

This should be the budget form that was submitted with your application in Smart Simple. If you do not have the completed form to work from, please use the link to the blank form. Please follow the bullets below as a guide to work through the form, in order. When complete, upload the excel version of the document for review and approval by NYSCA staff before signing, notarizing, and scanning a PDF.

- Complete both worksheets in the excel budget form. Refer to the [Budget Webinar](#) for detailed instructions.
- **START ON TAB 2**, titled “Itemized Budget.”
 - **ACTION NEEDED – Clerical Information:** Complete the fields at the top left corner if they are not already filled in:
 - Applicant/Grantee name is your organization’s name
 - Payment No is 1
 - Payment Request Date is the date you submit your contract
 - Contract Period is
 - July 1, 2025 – June 30, 2028 for FY25 Capital Improvement grants.
(If you are completing your budget for a prior year, the period is three years from July 1 in the year your grant was awarded).
 - July 1, 2025 – June 30, 2027, for Capital Design grants
 - **No Action Needed: Columns C, D, E, and F** should already be complete with the funding source for the expense, the status of that funding, the itemized total project cost, the proposed grant allocation, respectively. Do not make any changes to the information in these columns. If you need to reallocate expenses originally listed in E or F (for example, breaking out General Construction across specific trade lines), you may copy an existing blank row and insert new rows, so that the original information in C, D, E, & F exists for reference. New allocations will be listed in columns H & I, as notes below. Copying the row before inserting it is essential for necessary formulas to populate.
 - **ACTION NEEDED: Fill in columns H and I** to reflect any project cost changes since you submitted your application.
 - H should show your proposed NYSCA expenses
 - I should show the total project costs inclusive of NYSCA expenses.

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

- If there have been no changes in project cost or proposed NYSCA expenses, please fill in the same figures that were listed in Columns E and F. *Please note that for the application, the total project is listed first (Column E) and is followed by the NYSCA portion (Column F). For contracting, these are reversed; NYSCA portion comes first (Column H), and total project comes second (Column I).*
- **No Action Needed: Column G** has a formula and will auto populate once you complete column H. DO NOT ENTER ANY TEXT INTO COLUMN G.
- **No Action Needed: J-M.** For the purposes of the contract and first payment leave Columns J-M blank. These will be used to report on grant progress in future payment requests.
- **POSSIBLE ACTION NEEDED: Scope Changes** If you have scope changes (automatically shown in Column G) between your Application Budget (Column E) and Revised Contract Budget (Column H), that total more than 10% of your total grant amount, or if you are adding elements (*following discussion with NYSCA staff*) that were not included in your application, please add notes to a third sheet explaining the changes.
- **No Action Needed: The grey rows and columns** are locked for editing and will automatically calculate as needed.
- **** Design Grantees will continue to only reflect the design budget on this form, not that of the overall capital project****
- **THEN MOVE TO TAB 3, titled “Budget Summary”**
 - **ACTION NEEDED: Clerical Information.** Be sure that the fields starting with "Applicant/Grantee Name" in the top section are all complete (information is the same as in the prior tab).
 - **POSSIBLE ACTION NEEDED: Update NYSCA Address.** If you are executing a contract for a grant awarded in FY23 or prior, please update NYSCA’s address to 411 Fifth Avenue, Suite 700, New York NY 10016
 - **ACTION NEEDED: Update Total Project and Grant Amounts.** In the lower section, update the cell for Total Project Cost (F23) with your most current projection of the total project expense from column I on the previous sheet, and update the cell for Program Grant Sum (F26) with the amount of your award from NYSCA from column H on the previous sheet (if you were awarded your full request amount and your total project cost has not changed, these may stay as is; if there are differences, please update these cells).
 - **ACTION NEEDED: Fill in the cell for Current Payment due (F42).** Note: “current payment due” should equal 25% of the grant sum awarded to you. Please enter the dollar amount.
 - **ACTION NEEDED: Cross check amounts between tabs:** Cell F23 on the Budget Summary should match the total for column I on the Itemized Budget and Cell F26 on the Budget Summary should match the total for column H on the Itemized Budget.
- **WAIT FOR APPROVAL TO SIGN AND NOTARIZE.** Once your budget is approved by NYSCA, you will receive an email notification through Smart Simple to upload a PDF of both tabs in the Itemized Budget and Reporting form, the itemized budget sheet and the signed and notarized budget summary as a single document. DO NOT DO THIS UNTIL INSTRUCTED.

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

ITEM 2- FACILITY USE AFFIDAVIT

(link to form: [Facility Use Affidavit Form](#))

Complete the Facility Use Affidavit form to confirm your agreement to the terms of use for the facility benefiting from NYSCA capital support.

ITEM 3 – SUBCONTRACTOR ID FORM

(link to form: [Subcontractor Identification Form](#))

Reminder: For the purposes of your NYSCA contract, New York State considers you, the grantee, the “contractor,” and all contracts you sign in the execution of this project are considered “subcontracts.”

- Complete the Subcontractor ID form with names, EINs, and contract amounts for all agents, directors, prime- or subcontractors (indirect or direct) with whom you already have executed contracts of more than \$100,000 that will be paid with NYSCA grant funds in any amount. It is not required to have contracted subcontracts at this point, so it is fine if you do not know yet.
- In most cases, contract amounts entered here must be equal to that documented in the copies of uploaded contracts, and greater than or equal to the amount of NYSCA funding allocated toward the relevant expense. There are some exceptions to this, so contact CapitalProjects@arts.ny.gov if you need to discuss.
- *Please note* that failure to provide complete business names or EINs on this form will result in delays with NYSCA’s compliance department.
- If your itemized budget includes expense allocations above \$100,000:
 - Circle either “Y” to indicate that not all contracts have been signed and there will be additional contracts over \$100,000
 - Or “N” if all contracts have been signed.
 - Check the box to acknowledge your understanding that these vendors must be identified by the time of your first report (regardless of whether you circle Y or N)
- If your grant is less than \$100,000, you must still complete this form.
 - Indicate “N/A” in the section that asks to list your subcontractors.
 - Circle “N” for any additional contracts
 - Check the box to acknowledge your understanding that these vendors must be identified by the time of your first report, even though there will not be any.

**Please note that identified vendors must undergo a vendor responsibility review before your contract can be executed, including completion or recertification of NYS Vendor Responsibility Questionnaire. You should indicate whether this questionnaire has been completed or started on the form. (Detailed instructions included later in this document).*

ITEM 4 – SITE CONTROL DOCUMENTATION

- Upload a copy of the deed or long-term lease for the property where the funded project will take place.

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

- Leases must have a term remaining that is at least as long as the useful life of the project, starting from the time of the application (January 14, 2025 for FY25 applications).
- If the name listed on the deed or lease differs from the legal name of the grantee, add a memo that explains the discrepancy, and explains why the grantee organization maintains the control of the property. The memo should either be on the first page of the pdf document with the deed or lease, or uploaded as a separate document, under document type “Site Control.”

ITEMS 5 & 6 – WORKERS COMPENSATION AND DISABILITY INSURANCE CERTIFICATES

Insurance Documentation. Please upload proof of workers’ compensation and disability insurance coverage for your organization as individual documents. You do not need to upload proof of insurance for your subcontractors.

- On documents where a certificate holder can be indicated, New York State Council on the Arts and the agency’s full address (411 Fifth Avenue, Suite 700, New York, NY 10016) must be listed.
- If your certificates expire before your contract is approved, you will need to resubmit updated proof of coverage.
- Insurance documents must be valid and cover your contract period.
- An ACORD form is not an acceptable proof of insurance coverage.
- Acceptable Forms for Worker’s Compensation Coverage:
 - Form C-105.2 – Certificate of Workers’ Compensation Insurance issued by private insurance carriers
 - Form U-26.3 – Certificate of Worker’s Compensation Insurance issued by the State insurance fund
 - Form SI-12 – Certificate of Worker’s Compensation Self-Insurance
 - Form GSI-105.2 – Certificate of Participation in Worker’s Compensation Group Self-Insurance
 - CE-200 Certificate of Attestation of Exemption from NYS Works’ Compensation
- Acceptable Forms for Disability Benefits Insurance:
 - DB-120.1 – Certificate of Disability Benefits Insurance
 - From DB-155 Certificate of Disability Self-Insurance
 - CE-200 – Certificate of Attestation of Exemption from New York State Disability Benefits Coverage

NYSCA does not need paper copies mailed to us.

ITEMS 7 & 8 - MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) ATTESTATION AND GOAL ASSESSMENT FORMS

Please upload two documents:

- Signed [MWBE Attestation Form](#) confirming your understanding of the MWBE requirements associated with this grant (30% of NYSCA funds)
- Completed [Goal Assessment Checklist](#) outlining the target utilization of certified MWBE contractors in your region. Please refer to the [webinar posted on NYSCA’s website](#) for detailed instructions on the MWBE process and completing the Goal Assessment Checklist.

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

We strongly suggest watching this prior to searching the MWBE Directory or attempting to complete your Goal Assessment Checklist.

- Click here for [detailed instructions on searching the MWBE Directory and guidelines on making a “good faith effort” to utilize MWBE vendors.](#)
- If you determine at any point that you do not expect to be able to achieve NYS’s minimum utilization goals for MWBE, you should speak to Capital Projects staff to discuss **immediately**. You may need to submit a Post-RFP Waiver Request Form and will need to discuss what documentation is needed to do so with NYSCA Staff.

Please note while any expenses accrued within the contract period but prior to NYSCA contract execution and are budgeted to be supported with NYSCA funds, are done so at an organization’s own risk, this becomes even more risky if you sense you will not meet the MWBE utilization goal and have not yet received approval for a waiver.

Overview of MWBE Utilization Plan for NYSCA Capital Projects

Capital Projects Fund grants carry a requirement of 30% utilization of subcontractors that are certified by New York State as Minority or Women Business Enterprises (MWBE). All grantees will be expected to make a “Good Faith Effort” (as outlined in the above linked document) to engage MWBE firms for grant-related subcontracting opportunities.

Please review the mandate laid out by in Article 15-A of the Executive Law, explaining the expectations associated with the MWBE initiative, available here:

<https://www.nysenate.gov/legislation/laws/EXC/A15-A>

****Design grantees – if you had already contracted with your design professionals at the time of application to NYSCA, please contact CapitalProjects@arts.ny.gov to discuss. If you do not currently have a contract with a design professional, please follow the steps below.****

- Determine if your project meets the 30% MWBE Goal
 - Search the NYS Directory of Certified MWBE Firms to review eligible vendors in your greater region for the subcontracting opportunities you have available, found on this page: <https://ny.newnycontracts.com/>.
 - In the event you do not find any MWBEs in your region, you will need to expand the search to the entire state and then reach out to see if they have regional offices, or are willing to travel to you for your project.
 - Please note that searches will only be considered valid if they use relevant CSI and NAICS commodity codes; keywords will not suffice to document a “good faith effort.” Please see the Instructions for how to use the MWBE Directory of Certified Firms for more information.
 - If there are no certified MWBE’s in your region, or if there are too few to suggest you will be able to reach the 30% goal, document this in the Goal Assessment Checklist and reach out to CapitalProjects@arts.ny.gov to discuss you intention to seek a waiver or partial waiver for the MWBE requirement as soon as you believe this may be the case.
- Complete the MWBE Goal Assessment Checklist
 - Once you have determined whether there are certified MWBEs in relevant fields located in the vicinity of your project for a particular trade/ expense line, or those willing to travel, enter the information into the Goal Assessment Checklist

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

- If you are using a single contractor/vendor, list the entire grant amount under “Prime to Perform.” *This does not apply to a general contractor who is executing subcontracts across the trades.*
- For projects with multiple expense lines in the capital budget form, list these under subcontractor availability.
 - Each MWBE item should correspond directly to a line in your budget, for example if you plan to allocate \$100,000 NYSCA funds to electrical expenses, the MWBE form should list “Electrical” under “Description of Work,” and “\$100,000” under “Estimated Value.”
 - Enter the number of MBEs and WBEs found for each trade/expense search in the Directory.
- This document will auto-populate to help you set goals for your utilization of MWBEs on your NYSCA contract. Only enter information into the yellow-shaded cells, do not enter any information into white cells (they are prepopulated with formulas).
- If you need to add more rows, copy the entire row, and then insert the copied row.
- If you have identified your contractors and expect to be able to comply with the 30% target, please note that there is no need for you to engage in an open bidding process at this time, but these contractors should be included in the assessment checklist. Receipt of this plan will be necessary to execute the contract and release your initial payment.
- What to know about MWBE as your project progresses:
 - Please note that these are preliminary goals based solely on the presence of eligible businesses in the directory, and may be adjusted later based on determination of qualifications, availability, or willingness to bid on a project after you begin solicitation.
 - At the time of your first and second report submissions (which will coincide with the release of your second and third payments), you will be required to update NYSCA on your progress toward achieving the MWBE targets laid out in your utilization plan.
 - At that point, if you need to adjust your targets and request a waiver you will speak to NYSCA staff about doing so, assuming you can submit documentation demonstrating that you have complied with the requirement to make “good faith efforts” to engage MWBEs for your project. Keep screen shots of all directory searches, exports of search results, copies of solicitation and advertising materials, MWBE declinations to apply, etc.
 - Please see the guidelines for demonstrating “good faith efforts” linked to above. Once NYSCA determines that your waiver request includes adequate documentation of “good faith effort” to obtain your MWBE goal, NYSCA must then seek approval of your request from the Executive Chamber of New York State.

ITEM 9 - COPIES OF ALL EXECUTED SUBCONTRACTS OVER \$100,000 THAT WILL BE PAID WITH NYSCA FUNDS

Upload copies of any subcontracts of \$100,000 or more that will be paid in any portion with NYSCA funds. Please also include any second-tier subcontractors (subcontracts executed by your general contractor with other contractors) over \$100,000 that are receiving NYSCA funds, and any second-tier subcontracts (subs of your subcontractor) of any value where the work will be used to meet the MWBE utilization goal, as well. This item is only applicable to organizations with subcontracts already executed at the time they are completing their NYSCA contract. If you have not yet signed contracts with the vendors who will complete the work, OR if you do not anticipate having any subcontracts valued over \$100,000, please indicate this on the Subcontractor ID Form (Item 3).

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

OTHER REQUIREMENTS

Vendor Responsibility Questionnaire (for your organization AND major subcontractors)

The grant contract requires an additional New York State Vendor Responsibility review at the time of contract execution. Complete and certify a Vendor Responsibility Questionnaire in the Office of the New York State Comptroller's online VendRep System. *Any contractors listed on the Subcontractor ID Form (Item 3) must also enroll and complete this questionnaire.*

- For instructions on how to enroll in the VendRep System, click here: <https://www.osc.state.ny.us/state-vendors/vendrep/enroll-vendrep-system>
- For instructions on how to complete your Vendor Responsibility Questionnaire, click here: <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>
- For assistance with the VendRep System, click here: <https://www.osc.state.ny.us/online-services/get-help-businesses-and-governments>
- Any subcontractors or second tier subcontractors with contracts over \$100,000 must also submit a Vendor Responsibility Questionnaire. Please alert them of their obligations as soon as possible.
- The certification must have been completed within the last six months by the time the contract gets to the Comptroller's Office. Organizations or subcontractors who have recertified more than three months prior to submitting contracting documents are encouraged to recertify.

Contact OSC Vendor Responsibility with any questions:

1-866-370-4672 or 518-408-4672

itservicedesk@osc.ny.gov

Verify access to SFS by having your organization's primary contract (SFS Vendor Delegated Admin) log into the SFS Vendor Portal - <https://esupplier.sfs.ny.gov>

- Add user access to Grants Management functionalities in SFS
 - Navigate to: View Your Information > Maintain Users
 - Select a user and click "Add a User Role"
- Click the checkbox(es) associated with the applicable role(s) for the user:
 - Prequalification Processor: to apply and review existing prequalification applications.
 - Grants Contract Approver: to review, approve, and sign grant contracts.
- Make sure to update your organization's grant profile information. From the homepage, navigate to the following tiles and verify your organization's:
 - Address: View Your Information > View Address Information
 - Contact Information: View Your Information > View Contact Information
 - Charities Registration No.: View Your Information > View Grants Information
- Review the information and if changes are needed, initiate a Supplier Change Request.
- [Click here for SFS provided Role Mapping video tutorial](#)

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

Add a Grant Contract Approver's Name to your organization's profile:

- From the NavBar, navigate to: Menu > Maintain Supplier Information > Manage User Profiles
- Find your Contract Approver's User ID and enter the contract approver's name in the Description field in this format: Last Name, First Name.
- Click Save
- [Click here for SFS provided Adding a Contact video tutorial](#)

Confirm prequalification status or to update a prequalification application:

To be eligible for funding, you are required to be prequalified at the relevant application deadline, as well as maintain prequalified status at contract execution and at time of payment(s).

- Log into the SFS Vendor Portal
- To view your prequalification status, navigate to: View Your Information > View Grants Information
- To update an expiring or expired Prequalification Application, navigate to the Prequalification Welcome Page by clicking the Grants Management Tile and then the Prequalification Application Tile
- On the Welcome Page, under "Select an Activity Below," you will see one of three activities indicating the status of your prequalification:
 - "Initiate a Prequalification Application" will display if you have no prior prequalification applications in SFS. You will need to start a new application and submit it for review in SFS to be eligible for prequalification approval.
 - "Collaborate on a Prequalification Application" will display if you have an application in SFS that is in progress but has not yet been submitted in SFS for NYS Agency approval. You will need to finish the application and submit it to be eligible for prequalification approval.
 - "Update a Prequalification Application" will display if you have a previous application in SFS that has been approved or expired. You will need to start a new application and submit it in SFS to be eligible for prequalification approval.
- [Click here for the SFS provided Prequalification Video Tutorial](#)

To stay updated on your prequalification status, make sure you are added as an organizational contact in SFS so you receive email updates from the system.

For assistance with prequalification applications that have already been submitted for review in SFS, please email prequal@arts.ny.gov

Sign up for ePayment through SFS:

If you have not signed up for ePayment (direct deposit) within the State Financial System (SFS), please log into the vendor portal and sign up for ePayments. [Click here for instructions on signing up for ePayments.](#)

INSTRUCTIONS FOR COMPLETING YOUR NYSCA CAPITAL CONTRACT

Please contact the SFS Help Desk if you need additional assistance including log in and password information and refer to the [SFS Handbook: Grantee Processing in SFS \(Grantee User Manual\)](#). When contacting the SFS Help Desk, please provide your organization's name, vendor ID, and any other relevant information. The SFS Team provides live help desk support weekdays 8:00 am to 5:00 at helpdesk@sfs.ny.gov or 518-457-7717 / 855-233-8363 (toll-free).

Stay current with required annual financial filings with the Office of the NYS Attorney General's Charities Bureau.

We are required to confirm with the Charities Bureau that your status is current when we are completing your contract - <https://ag.ny.gov/resources/organizations/charities-nonprofits-fundraisers>

REPORTING REQUIREMENTS AND INSTRUCTIONS

NYSCA Capital Projects reports are also submitted through the Smart Simple interface.

[Reporting Instructions for Capital Grants of \\$50,000 and above](#)

As a reminder, you can submit an interim report to request the next 35% of the grant when you reach 60% total project completion (with receipts demonstrating payment of 60% of expenses), and a final report to request the last 40% when you reach 95% total project completion (with receipts demonstrating payment of 95% of expenses).

Please keep in mind you will need to provide proof of all project expense and payment, not just those supported with NYSCA funds. Acceptable forms of documentation include invoices and proof of payment (bills of sale, contractors' lien waivers, receipts, credit card or bank statements). Payments through third party bill payers has proven difficult to acquire appropriate documentation for, so please speak with CapitalProjects@arts.ny.gov if you do not think your organization can provide proof of expenditures in one of the preferred forms of documentation above.

SHAKER MEETING HOUSE - ENTRY

SHAKER HERITAGE SOCIETY

25 MEETING HOUSE RD, ALBANY, NY 12211

GRANT SET

PROJECT NO. 19-037.2

ARCHITECT



Thaler Reilly Wilson
Architecture & Preservation, LLP
25 Morris Street, Suite 202
Albany, NY 12210
518.375.1485
trw-arch.com

DRAWING LIST

- GENERAL
 - G001 COVER SHEET
 - G002 NOTES, SYMBOLS & ABBREVIATIONS
- ARCHITECTURAL
 - A103 SITE PLAN
 - A201 EAST ELEVATION
 - A501 EXTERIOR DETAILS
 - A502 SECTION DETAILS
 - A503 FIRE START DETAILS



SITE LOCATION PLAN



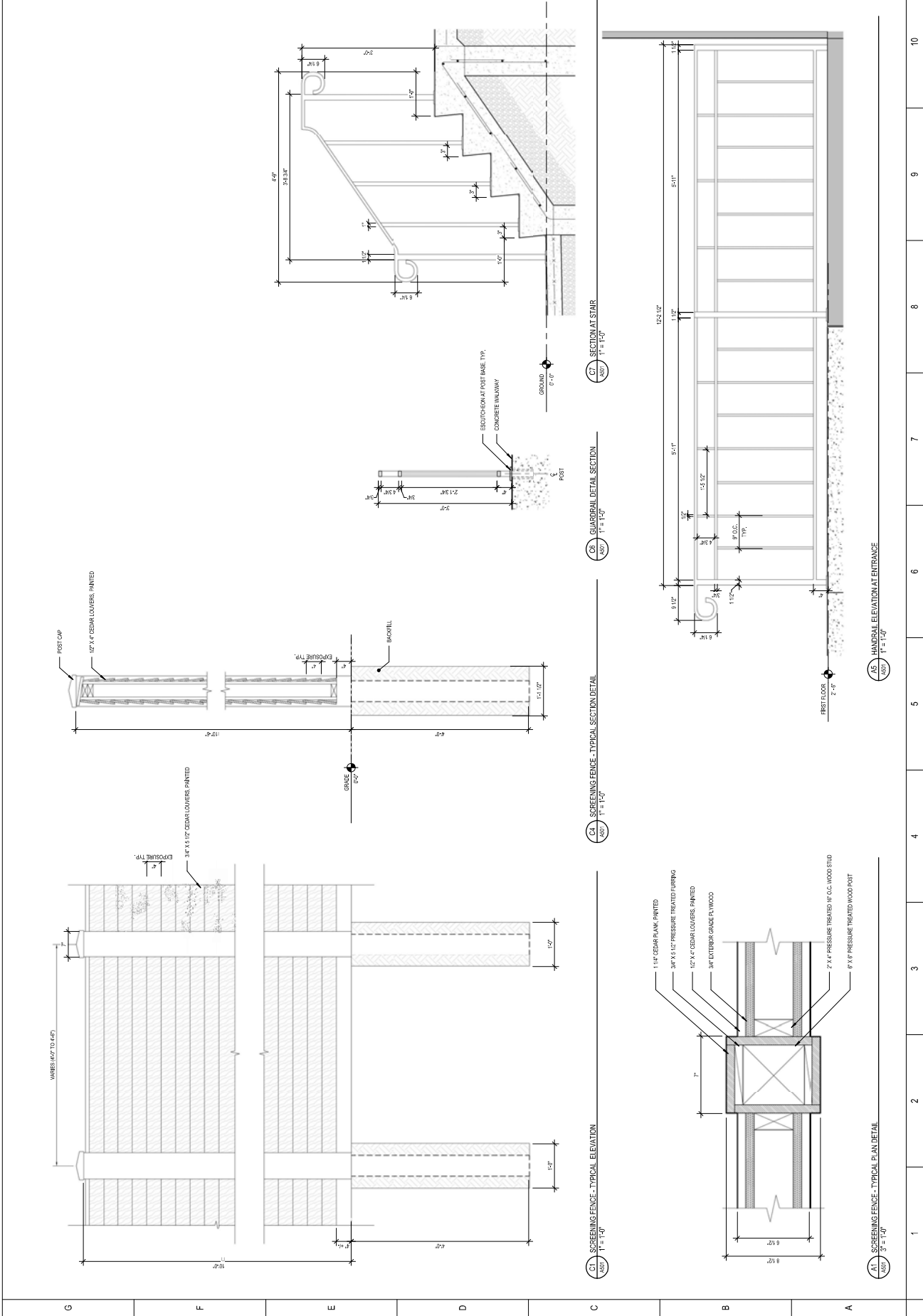
SHAKER MEETING HOUSE - ENTRY
SHAKER HERITAGE SOCIETY
25 MEETING HOUSE RD, ALBANY, NY 12211
COVER SHEET

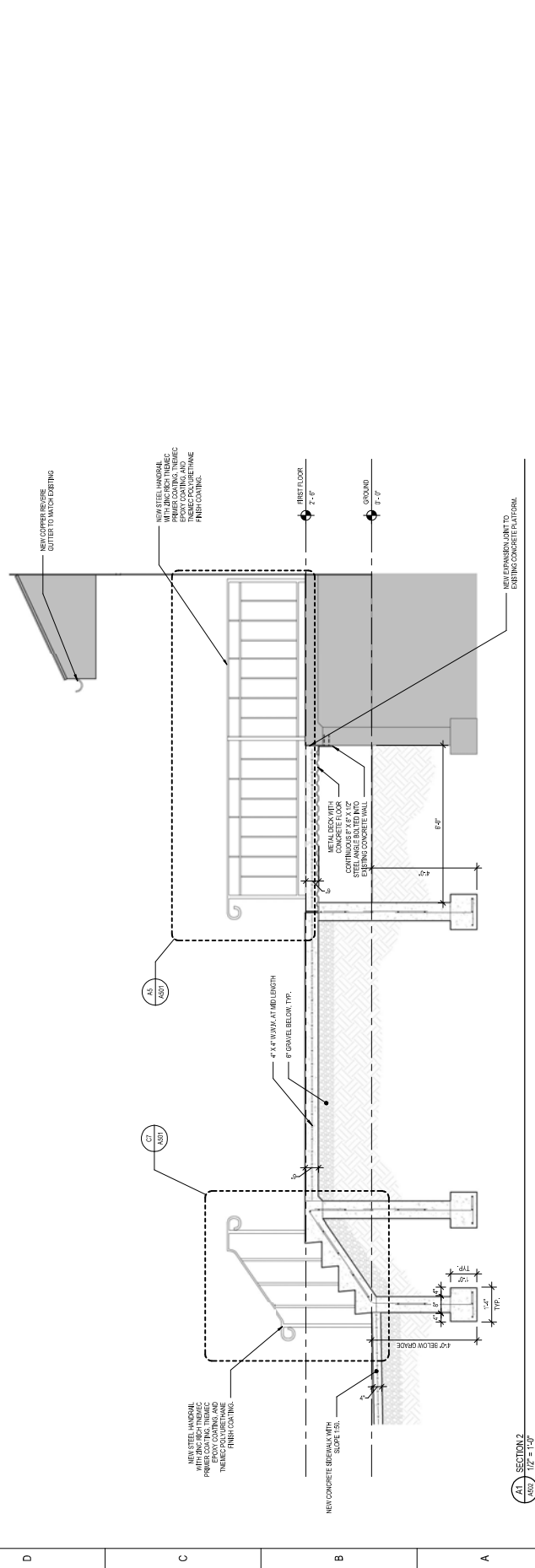
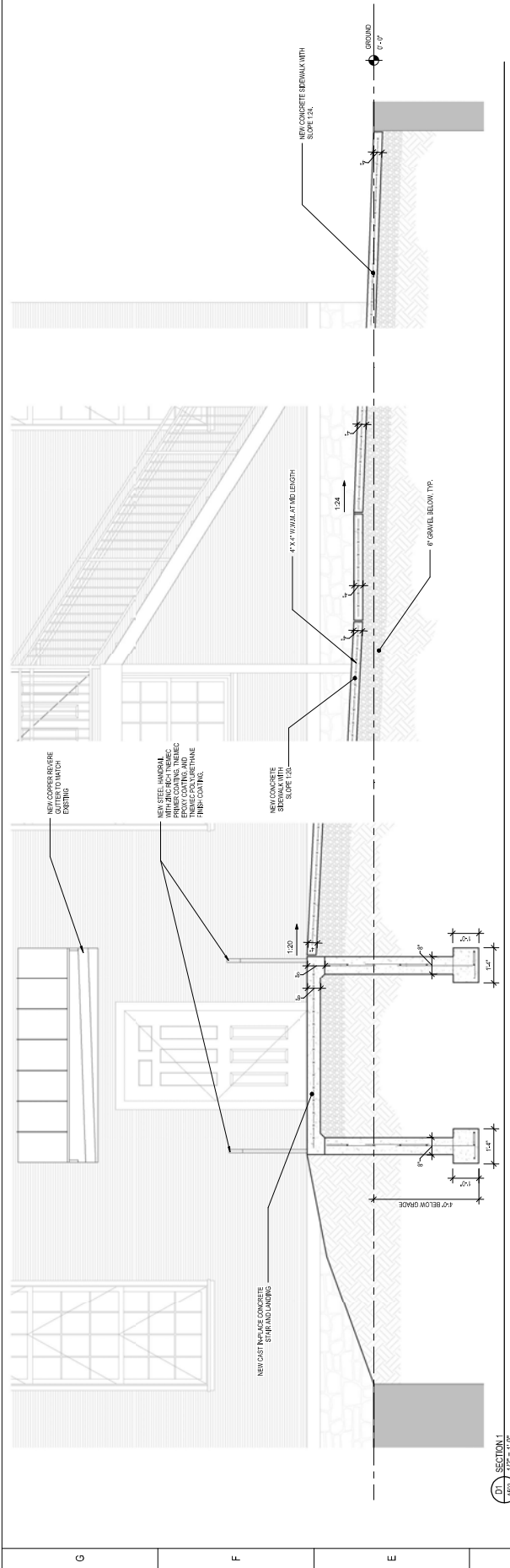
PROJECT NO.	19-037.2
PROJECT NAME	SHAKER MEETING HOUSE - ENTRY
DATE	DECEMBER 17, 2024
DRAWN BY	FL
CONCEPT DESIGN SUB	FL

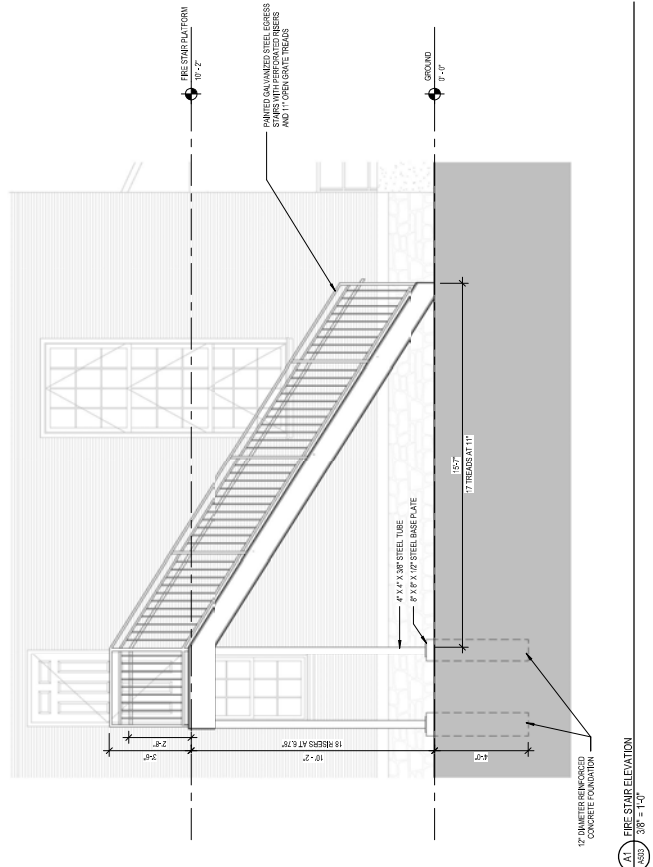
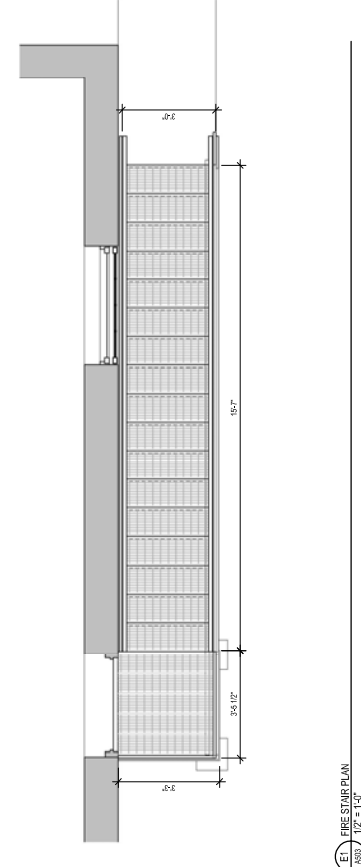
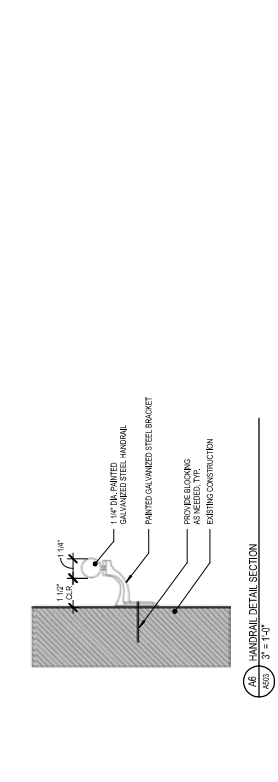
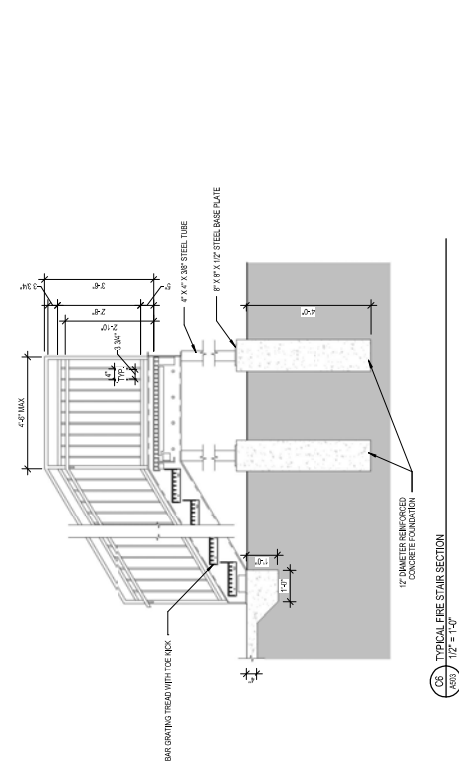
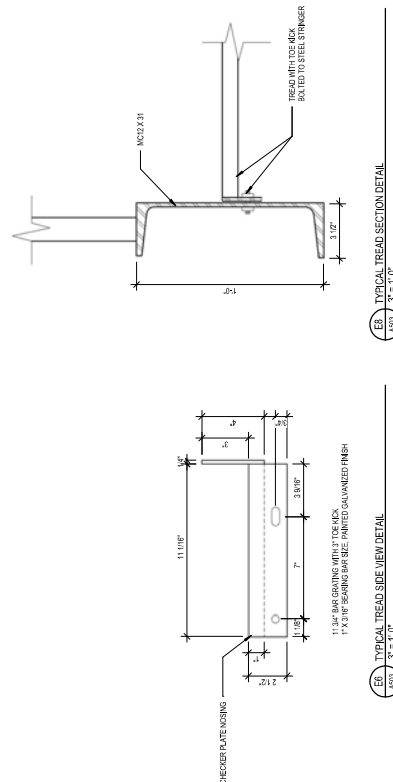
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Thaler Reilly Wilson
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25 Morris Street, Suite 202
Albany, NY 12210
518.375.1485
trw-arch.com

NOT FOR
CONSTRUCTION
For Estimating
Purposes Only







Thaler Reilly Wilson

Architecture & Preservation

January 9, 2025

Johanna Batman
Executive Director
Shaker Heritage Society
25 Meeting House Road
Albany, NY 12211

Re: NYSCA Shaker Meeting House Entry Useful Life Information

Dear Johanna,

As per your request, the following is Thaler Reilly Wilson Architecture & Preservation, LLP (TRW) narrative regarding the Useful Life of the proposed Shaker Meeting House Entry.

TRW works with many non-profit and cultural institutions so we understand how critical it is to design durable projects that are as maintenance-free as possible. As you know funding capital projects is difficult but funding periodic maintenance and repairs is especially hard. Therefore, this project has been designed so there will be reduced periodic maintenance and a building that will far exceed the 39 years of Useful Life Expectancy as indicated by the Internal Revenue Service.

Specific design elements include:

- Gutter to canopy – 20 to 35 year life expectancy
- Wood Louvers to Mechanical Units – 20 year life expectancy
- Steel Fire Stair – **45** year life expectancy
- Concrete Stair & Ramp – **45** to 80 year life expectancy
- Galvanised steel handrails – **45** year life expectancy

If you need any additional information or have any questions please feel free to contact me. Thank you for this opportunity to work with you on these exciting and interesting projects.

Sincerely,



Mark Thaler, AIA, NCARB
Partner
518-424-5186
mthaler@trw-arch.com

RESOLUTION NO. 237

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE COUNCIL
ON THE ARTS REGARDING A CAPITAL PROJECTS GRANT**

Introduced: 7/11/22

By Public Works Committee and Ms. Lekakis:

WHEREAS, The Executive Director of the Shaker Heritage Society has requested authorization to enter into an agreement with the New York State Council on the Arts regarding a Capital Projects Grant in the amount of \$80,000 for a term commencing July 1, 2022 and ending July 31, 2025, and

WHEREAS, The Executive Director has indicated that the grant funding will be matched by donations and pledges from foundations and private donors, then applied towards the installation of a new variable flow refrigerant HVAC system in the 1848 Meeting House of the Shaker Heritage Society, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Council on the Arts regarding a Capital Projects Grant in the amount of \$80,000 for a term commencing July 1, 2022 and ending July 31, 2025, 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 – 7/11/22

RESOLUTION NO. 316

AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNCIL ON THE ARTS REGARDING LEASEHOLD IMPROVEMENTS TO THE SHAKER MEETING HOUSE

Introduced: 9/8/25

By Public Works Committee:

WHEREAS, The Executive Director of the Shaker Heritage Society has requested authorization to accept a grant from the New York State Council on the Arts regarding leasehold improvements for the Shaker Meeting House in the amount of \$102,000 for a term commencing July 1, 2025 and ending June 30, 2028, and

WHEREAS, The Executive Director has indicated that the aforementioned grant funds will be used to replace and repair the non-code compliant fire escape stairway, the east side entrance ramp, and the HVAC system, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept a grant from the New York State Council on the Arts in the amount of \$102,000 for a term commencing July 1, 2025 and ending June 30, 2028, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

July 30, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Re: Contract Authorization - Stedman House Exterior Renovation Project

Dear Chairwoman Cunningham:

General Services is requesting authorization for a contract with MJG Construction Group, LLC for the Stedman House Exterior Renovation Project with a not to exceed cost of \$831,500.00. The not to exceed cost includes their base bid of \$710,000.00, 15% contingency allowance of \$106,500.00 and a security access control system allowance of \$15,000.00.

This project will address exterior structural deterioration and historical preservation of the Stedman House building located at 1 Lodge Street adjacent to the Judicial Center.

Costs of this project will be covered by bond HHX0 Res. No. 10 of 2023.

The projected term of this contract is October 1, 2025 through September 30, 2026.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6752, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Stedman House Exterior Renovation Project

Date: 7/30/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M. Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

MJG Construction Group, LLC - 61 Skylark Dr. , Ballston Spa, NY 12020

Term: (Start/end date or duration) 10/01/2025 - 09/30/2026
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: HHX0
Appropriation Amount: \$831,500.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Four (4)
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☒ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

General Services is requesting authorization for a contract with MJG Construction Group, LLC for the Stedman House Exterior Renovation Project with a not to exceed cost of \$831,500.00. The not to exceed cost includes their base bid of \$710,000.00, 15% contingency allowance of \$106,500.00 and a security access control system allowance of \$15,000.00.

This project will address exterior structural deterioration and historical preservation of the Stedman House building located at 1 Lodge Street adjacent to the Judicial Center.

Costs of this project will be covered by bond HHX0 Res. No. 10 of 2023.

The projected term of this contract is October 1, 2025 through September 30, 2026.

If you should have any further questions, please do not hesitate to contact me.

Memo

To: David Latina, Commissioner, Albany County Department of General Services

From: Michael Martin PE, Director, Facilities Engineering Division

Cc: Pamela O Neill, CPPB, Albany County Purchasing Agent
John Neri, Construction Manager, Facilities Engineering Division

Date: July 29, 2025

Re: **RFB #2025-031– Stedman House Exterior Renovation Project**

Recommendation for Award to MJG Construction Group, LLC

Commissioner Latina,

As you are aware, Thaler Reilly Wilson Architecture & Preservation LLP, has developed construction documents and along with the Albany County Facilities Engineering Division and Purchasing Division, developed a Request for Bid (RFB) and solicited bid prices for the **Stedman House Exterior Restoration Project**. Bids have been received and reviewed for conformance with the bid documents.

A complete tabulation of the Bids is attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **MJG Construction Group, LLC** at a cost of **\$831,500.00**, which includes Contingency Allowances as noted.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: July 30, 2025

Re: Stedman House Exterior Renovation Project

I have reviewed the bids received for Stedman House Exterior Renovation Project. As the lowest of the responsive bidder, I recommend awarding the contract to MJG Construction Group, LLC at their proposed price of \$831,500.00.

The projected term will be October 01, 2025 through September 31, 2026

If you need any further information or have any questions, please feel free to contact me.

DML:kns



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David Latina, Commissioner
Department of General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 30, 2025

RE: RFB# 2025-031 Stedman House Exterior Renovation Project

I am in receipt of your recommendation to award the aforementioned to MJG Construction in the amount of \$831,500.00.

As MJG Construction is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Legislature, so that we may issue a Notice of Award.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Stedman House Exterior Renovation Project**
 Bid Number: **2025-031**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
07/03/25	1
07/14/25	2
07/14/25	3
07/17/25	4

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- Micah Henzel - President _____
- _____
- _____
- Phone: 518-728-0439 _____
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Stedman House Exterior Renovation Project

Bid Number: 2025-031

Conditions:

1. All bid prices must include all materials, labor, equipment, incidentals and other associated costs.
2. Base Bid work shall carry a 15% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

LUMP SUM BASE BID: \$ 710,000 (a)

15 % CONTINGENCY ALLOWANCE: \$ 106,500 (b)

SECURITY ACCESS CONTROL SYSTEM ALLOWANCE:

\$ 15,000.00

TOTAL BID:

(Base Bid + 15% Contingency Allowance + Security Access Control System Allowance)

\$ 831,500

COMPANY: MJG Construction Group, LLC

ADDRESS: 61 Skylark Dr

CITY, STATE, ZIP: Ballston Spa, NY, 12020

TEL. NO.: 518-728-0439

FAX NO.: _____

FEDERAL TAX ID NO.: 88-3712214

***CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)***

24-63914-CR

REPRESENTATIVE: Micah Henzel

E-MAIL: micah@mjggroupllc.com

SIGNATURE AND TITLE  president

DATE 07/24/25

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

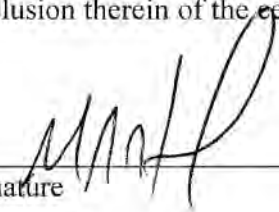
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature 

President

Title

MJG Construction Group, LLC

Company Name

07/24/25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF NEW YORK
COUNTY OF SARATOGA

)
) SS.:

On this 23rd day of July, 2025, before me personally appeared Micah Hertzel to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or ~~they~~ severally) acknowledged to me that he (or ~~they~~) executed the same.

BARBARA A. KENYON
Notary Public State of New York
No. 01KE4964927
Qualified in Saratoga County
My Commission Expires August 5 2025

Notary Public, State of New York
Qualified in Saratoga County
Commission Expires August 5, 2025

If Corporation:

STATE OF _____
COUNTY OF _____

)
) SS.:

On this _____ day of _____, 200____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____
COUNTY OF _____

)
) SS.:

On the _____ day of _____, 200____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME MJG Construction Group, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 88-3712214 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.mjggroupllc.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 61 Skylark Dr, Ballston Spa, NY, 12020		7. TELEPHONE NUMBER 518-728-0439	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Micah Henzel Title President Telephone Number 518-728-0439 Fax Number e-mail micah@mjggroupllc.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Micah Henzel	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES, HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES, WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of: New York)
County of: Saratoga) ss:

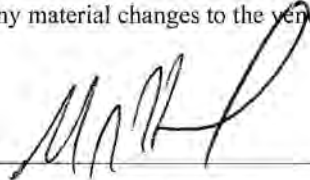
CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business MJG Construction Group, LLC

Signature of Owner 

Address 61 Skylark Dr

Printed Name of Signatory Micah Henzel

City, State, Zip Ballston Spa, NY, 12020

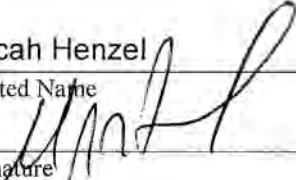
Title President


Sworn before me this 23 day of July, 2025
Notary Public

BARBARA A. KENYON
Notary Public State of New York
No. 01KE4984927
Qualified in Saratoga County 2025
My Commission Expires August 5

Micah Henzel

Printed Name

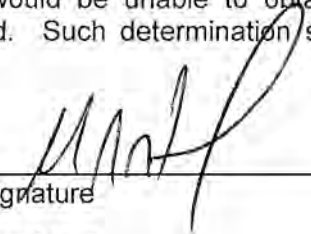
Signature 

07/24/25

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



 Signature

 President

 Title

 MJG Construction Group, LLC

 Company Name

 07/24/25

 Date

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: MJG Construction Group, LLC

Address: 61 Skylark Dr, Ballston Spa, NY, 12020

Phone Number(s): 518-728-0439

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Stedman House

Signature

Micah Henzel

Printed Name

President

Title

07/24/25

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 3 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See Attached

2.

3.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See Attached

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

See attached

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Furnish Upon Request

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

MJG Construction Group, LLC

Correct Name of Bidder

(a) The business is a: LLC

(b) The address of principal place of business is: 61 Skylark Dr, Ballston Spa, NY, 12020

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Micah Henzel - President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

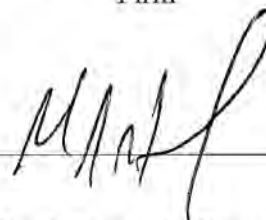
11. Is your firm qualified to do business in the State of New York? Yes X No
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

MJG Construction Group, LLC

Firm

Dated: 07/24/25

By



Micah Henzel - President

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: MJG Construction Group, LLC

By:

(Signature)

Micah Henzel

(Typed)

Title: President

Date: 07/24/25

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

MJG Construction Group, LLC
 61 Skylark Drive
 Ballston Spa, New York 12020

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
 12890 Lebanon Road
 Mt. Juliet, Tennessee 37122

OWNER:
(Name, legal status and address)

Albany County Department of General Services
 112 State Street
 Albany, New York 12207

BOND AMOUNT: Five Percent of the Attached Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Stedman House Exterior Restoration Project, RFB #2025-031

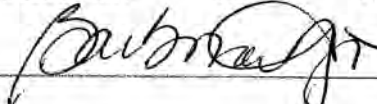
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **10th** day of **July, 2025**


(Witness)

MJG Construction Group, LLC

(Principal)

(Seal)

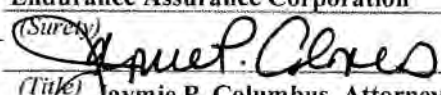
(Title) **Micah Henzel, Kayley Klinkel**

Endurance Assurance Corporation

(Surety)

(Seal)


(Witness) **Kayley Klinkel**


(Title) **Jaymie P. Columbus, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

 Notary Public

LIMITED LIABILITY COMPANY

STATE OF NEW YORK }
 COUNTY OF SARATOGA } ss

On this 23rd day of July, 2025, before me personally appeared Micah Henzel to me known, who, being by me first duly sworn, did depose and say that he/she resides in Ballston Spa, New York; that he/she is the President of MJG Construction Group, LLC a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

BARBARA A. KENYON
 Notary Public State of New York
 No. 01KE4984927
 Qualified in Saratoga County
 My Commission Expires August 5 2025

 Notary Public

SURETY

STATE OF NEW YORK }
 COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Endurance Assurance Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Endurance Assurance Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 10th day of July, A.D. 2025.

Kayley Klinkel
 Notary Public, State of New York
 Reg. No. 01KL0014828
 Qualified in Schenectady County
 Commission Expires 10/24/2027

 Notary Public

ENDURANCE ASSURANCE CORPORATION

Balance Sheet - Statutory - Basis

December 31, 2024

Assets:	
Bonds	\$ 9,575,738,600
Preferred stocks	15,965,244
Common stocks	2,974,058,744
Cash, cash equivalents, and short-term investments	380,926,489
Other invested assets	382,161,094
Receivables for securities	7,743,789
Total cash and invested assets	<u>13,336,593,960</u>
Agents' balances or uncollected premiums	3,751,103,321
Reinsurance recoverable on loss and loss adjustment expense payments	1,079,426,776
Funds held by or deposited with reinsured companies	146,694,256
Investment income due and accrued	75,551,122
Current federal and foreign income tax recoverable and interest thereon	9,551,514
Net deferred tax asset	201,158,214
Receivables from parent, subsidiaries and affiliates	38,811,391
Other assets	396,387,073
Total admitted assets	<u>\$ 19,035,277,627</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 7,434,113,469
Reinsurance payable on paid loss and loss adjustment expenses	797,536,780
Commissions payable, contingent commissions and other similar charges	7,067,852
Other expenses	26,564,195
Taxes, licenses and fees (excluding federal and foreign income taxes)	18,927,896
Unearned premiums	2,959,915,954
Advanced premium	9,091,368
Dividends declared and unpaid (stockholders)	430,000,000
Ceded reinsurance premiums payable	1,659,311,317
Funds held by company under reinsurance treaties	155,788,157
Amounts withheld or retained by company for account of others	702,732,322
Remittances and items not allocated	186,045,368
Provision for reinsurance	26,000,766
Payable to parent, subsidiaries and affiliates	234,928,735
Payable for securities	48,893,701
Other liabilities	57,059,433
Total liabilities	<u>14,753,977,313</u>
Capital and surplus:	
Common capital stock	5,000,000
Gross paid in and contributed surplus	3,480,137,280
Unassigned funds (surplus)	794,870,512
Aggregate write-ins for special surplus funds	1,292,522
Total capital and surplus	<u>4,281,300,314</u>
Total liabilities and capital and surplus	<u>\$ 19,035,277,627</u>

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2024 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 25th day of March, 2025
State of New York, County of Westchester
Fiona McNamara



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **David Brockmann, Jaymie P. Columbus, Kayley Klinkel, Kimberly Ritchie, Robert Crandall**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public – My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,** and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of July, 2025

By: *Daniel S. Lude*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

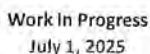
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



Project	Description COMPLETED	Value
ETAIN Expansion	68,000 Sqft Expansion to Existing Medical Marijauna Facility	
	MGJ as Construction Manger for ETAIN Project Value: \$14,000,000	\$300,000
Skidmore College Hockey Addition	3,000 sqft expansion to existing PEMB for skidmore hockey team	\$1,000,000
Stewart Shops	Various Projects 2023	\$250,000
Cohoes Housing Authority Phase I Repair	Fire Repair, Removal of existing roofing and trusses and repair	\$45,000
Cohoes Housing Authority Phase II Repair	Fire Repair, Interior Renovations for Fire Damage	\$189,500
Skidmore College Various	Penfield Hall Showers	\$300,000
Ballston Spa School District	Middle School Gym Replacement, Summer 2023	\$290,000
Burnt Hills CSD	Transportation Project - 2023	\$94,800
Village of Colonie	Senior Citizens Bathroom	\$108,880
City of Watervliet	Dutch Reform Church	\$316,050
Schenectady County	90 Kellar Ave	\$245,000
Watervliet Housing Authority	Fire Restoration	\$371,000
Warrensburg CSD	2023 Capital Outlay	\$72,000
Skidmore College	Whitmarth Hall Dorm Renovations Summer 24	\$295,000
Warren County	Warren County Courthouses - Phase 4	\$565,000
North Greenbush Fire	Wyrantskill Renovations	\$1,175,000
SUNY SCCC	Elston Hall	\$611,000
	CURRENT PROJECTS	
Glenville Fire Dept.	Glenville Fire	\$2,185,000
Voorheesville CSD	Transportation Facility	\$2,225,500
Skidmore College	Sportscenter Locker Rooms	\$505,000
SUNY SCCC	Skylight Project	\$1,495,000
Village of Scotia	Municipal Building	\$2,355,000
City of Saratoga	Veterans Park Upgrades	\$681,000
City of Schenectady	Schenectady Engine #2	\$197,000



References

Owner References:

Matt Folts – Skidmore College – 518-365-2404

Erin Reich – Schenectady County – 518-338-8026

Dominic Rigosu – RIDA Architecture/Cohoes Housing Authority – 518-713-4537

Trade References:

Bill Marggi – Jupiter Environmental – 518-527-7088

Dewey Delsignore – Delsignore Companies – 518-365-0936

Russell Lincoln – Eckert Mechanical – 518-937-4282

Supplier References:

Brad Stewart – KAMCO Supply – 518-232-0548

Curtis Latzko – Allerdice – 518-584-1127

Josh Rougier – Erie Materials – 518-396-0692

Bank Reference:

SEFCU – Shylia Beyer – 800-727-3328

Insurances/Bonding:

David Brockmann – Arthur Gallagher – 518-330-1743

Attorney:

Couch White, LLP – Don Hillman

Respectfully Submitted,

Micah Henzel

President

RFB-2025-031 Bid Tabulation
 Stedman House Exterior Renovation Project
 July 24, 2025 @ 11:00 am

Bidder	Bunkoff	Gallo	MJG Contruction	PCC Contracting
Lump Sum Base Bid	\$ 1,120,000.00	\$ 1,160,600.00	\$ 710,000.00	\$ 958,900.00
15% Contingency	\$ 168,000.00	\$ 174,090.00	\$ 106,500.00	\$ 143,835.00
Security Access				
Control System				
Allowance	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Total Bid	\$ 1,303,000.00	\$ 1,349,690.00	\$ 831,500.00	\$ 1,117,735.00

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental

thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the “Law”), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class “A” buildings, as defined in Section 11.00a11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 8. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 9. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations” and collectively with the SEQR Act, “SEQRA”), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced project. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28
Those opposed – 0
Resolution was adopted – 2/13/23*

RESOLUTION NO. 317

AUTHORIZING AN AGREEMENT WITH MJG CONSTRUCTION GROUP, LLC REGARDING THE STEADMAN HOUSE RENOVATION PROJECT

Introduced: 9/8/25

By Public Safety Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with MJG Construction Group, LLC regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, Through the Purchasing Agent, the Department received four bids and MJG Construction Group, LLC was deemed the lowest responsible bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJG Construction Group, LLC, Ballston Spa, NY 12020 regarding the Steadman House Renovation Project in an amount not to exceed \$831,500 for a term commencing October 1, 2025 and ending September 30, 2026, and, be it further

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

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



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

July 29th, 2025

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests approval of a contract with Horan, Martello and Morrone, CPA's to provide consulting services. These services include Medicare and Medicaid cost report generation, monthly financial statements along with education and consultation as needed.

SPRNC issued a Request For Proposal (RFP) in 2021. Horan, Martello and Morrone, CPA's was the lowest responsible bidder and was awarded an initial three year contract with two optional one year renewals. This request is for the second (and last) of the two optional one year renewals. The term will be from November 1st, 2025 through October 31st, 2026 for a do not exceed amount of \$44,600.00.

If any additional information is required, please do not hesitate to contact me.

Sincerely,

Mark S. Olsen
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel





County of Albany

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

Legislation Text

File #: TMP-6757, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Horan, Martello and Morrone, CPA's to Provide Consulting Services at Shaker Place Rehabilitation and Nursing Center...body

Date: 07/29/2025
Department: Shaker Place Rehabilitation and Nursing Center
Attending Meeting: Mark S. Olsen
Submitted By: Shawn Thelen
Title: Deputy Executive Director
Phone: 518-447-7108

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Horan, Martello and Morrone, CPA's 527 Townline Road Suite 203 Hauppauge, New York 11788

Term: (Start/end date or duration) 11/1/2025 through 10/31/2026
Amount/Raise Schedule/Fee: \$44,600.00

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal:	0	County:	100
State:	0	Local:	0

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: 44069
Appropriation Amount: \$2,250,000.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Reso 733b of 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Horan, Martello and Morrone, CPA's will provide financial services to Shaker Place Rehabilitation and Nursing Center that will include the submission of our Medicare and Medicaid Cost Reports, monthly financial statements, education and consultation as needed. This is the second of two optional one year contract renewals.

PROPOSAL

***Albany County Shaker Place Rehabilitation and Nursing Center
Financial Consulting Services***

RFP #2021-075

Contract Period

***Three (3) year contract term,
with optional two (2) additional years,
in two (2) consecutive one-year intervals***

June 2, 2021

PREPARED BY:

***Joseph Martello, CPA
jmartello@horanmm.com***

*Healthcare Accounting & Consulting Professionals
Proprietary * Not-for-Profit * Public Facilities
Representing 1 out of every 10 nursing home beds in New York State*

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RFP #2021-075

**Albany County Shaker
Place Rehabilitation
and Nursing Center****SECTION I – LETTER OF TRANSMITTAL**

June 2, 2021

Ms. Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

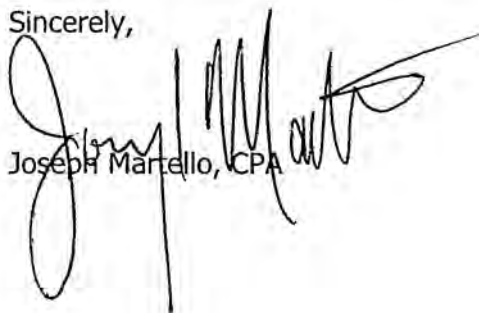
RE: Albany County Shaker Place Rehabilitation
and Nursing Center

Dear Ms. Storm:

We appreciate this opportunity to respond to Albany County Shaker Place Rehabilitation and Nursing Center's Request for Proposal to provide professional and consulting financial services to assist in the preparation, certification and electronic filing of the Medicaid and Medicare Cost Reports as well as other financial reports and documents as specified in the "Scope of Services". This is a very important selection for you and we are confident HMM, CPAs LLP (HMM) can assist in attaining the goals set forth in this request for proposal in a timely fashion. On behalf of HMM, please direct all questions regarding this proposal to the undersigned (call 631-265-6289, fax 631-265-6523) or email Joseph Martello as follows: jmartello@horanmm.com.

Your consideration of our proposal is greatly appreciated.

Sincerely,



Joseph Martello, CPA

JM/ac
Enc.

SECTION II: QUALIFICATION/EXPERIENCE**General Information/Contractor's History**

HMM, CPAs LLP (f/k/a Horan, Martello, Morrone, P.C.) was formed by the founding partners Daniel Horan (1938 – 2005), Joseph Martello and Anthony Morrone in 1980. The firm has reflected double digit growth for the past five years and currently employs twenty (20) + accountants. Joseph Martello will be the contact person for this engagement.

HMM, CPAs LLP (HMM), a limited liability partnership, is pleased to submit our proposal to Albany County Shaker Place Rehabilitation and Nursing Center to provide professional and consulting financial services as it relates to assisting in the annual preparation, certification and electronic filing of the Medicaid and Medicare Cost Reports as well as other financial reports and documents as specified in the "Scope of Services". We are confident we can provide your organization with quality and timely services for all aspects of the RFP. Our proposal addresses our understanding of Albany County Shaker Place Rehabilitation and Nursing Center's current needs, our proposed methodology, our qualifications for supporting Albany County Shaker Place Rehabilitation and Nursing Center in accomplishing their objectives, and the benefits HMM believes Albany County Shaker Place Rehabilitation and Nursing Center will obtain from our participation in this engagement.

HMM believes that Albany County Shaker Place Rehabilitation and Nursing Center requires a senior public accounting firm with a broad range of experience in healthcare accounting and consulting services. The HMM team possesses the diverse capabilities required to successfully complete this challenging engagement. We are particularly concerned with, and knowledgeable in, advising our clients through the changing healthcare landscape. With the implementation of managed care, it is very important to maximize reimbursement while understanding costs. Specifically, HMM is:

- An accounting firm committed to the health care industry with a pool of financial and operational experts that can be drawn upon to assist you in managing, analyzing and evaluating your operations during these rapidly changing times.
- A firm that possesses expertise in the current regulatory environment and can serve as proactive fiscal advisors to management in their decision-making process throughout the year.
- A firm that can develop meaningful operational and financial recommendations.
- A firm that will commit to have its senior engagement team members readily available to meet regularly with management or be available for on-going consultations regarding your operating matters.
- HMM has the ability to address the vast variety of health care issues that continue to arise in an industry that is constantly changing.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED

General Information/Contractor's History Continued:

- Experience to serve the needs of Albany County Shaker Place Rehabilitation and Nursing Center with professional and consulting financial services as it relates to assisting in the annual preparation, certification and electronic filing of the Medicaid and Medicare Cost Reports as well as other financial reports and documents as specified in the "Scope of Services".
- A firm that will commit to have its senior engagement team members readily available to meet regularly with management or be available for on-going consultations regarding your operating matters.
- Proven track record in the timely performance of effective and efficient audits and consulting engagements.

We have substantial healthcare accounting and consulting services experience. For over the last thirty years, HMM has served clients with a high level of satisfaction throughout New York State. HMM currently serves as independent auditors and consultants for numerous Residential Health Care Facilities in the State of New York. Included among their clients are governmental, not-for-profit, and for-profit facilities. A detailed list of our health care clients is enclosed (See Exhibits).

The principals of the organization, Joseph Martello, Wayne I. Robinson, Suzanne Breit, James Budd, Brian Lee, Peter Vogel, Certified Public Accountants, are eminently qualified in the Health Care field. Through our years of dedicated service to the long-term health care industry HMM has developed significant expertise and in-depth knowledge of the current regulations in the industry. This valuable information has enabled the firm to formulate a unique understanding of the relationship between spending patterns and revenues. HMM is particularly concerned with and knowledgeable in the determination of allowable cost under a variety of complex government reimbursement formulas.

HMM has served both the local and state wide health care industry. We have allocated significant resources in the design and improvement of the reimbursement, accounting and reporting methodology used in New York State.

We appreciate this opportunity to respond to Albany County Shaker Place Rehabilitation and Nursing Center's request for professional and consulting financial services as it relates to assisting in the annual preparation, certification and electronic filing of the Medicaid and Medicare Cost Reports as well as other financial reports and documents as specified in the "Scope of Services". If you have any questions regarding this proposal, please contact Joseph Martello, 527 Townline Road, Suite 203, Hauppauge, New York 11788, (631) 265-6289 or email jmartello@horanmm.com.

SECTION II: QUALIFICATION /EXPERIENCE - CONTINUED**PROFILE OF HMM, CPAS LLP...AT A GLANCE**

- ◆ HMM currently serves as independent auditors and consultants for over 70 residential health care facilities representing one out of every ten beds in the State of New York (A detailed list of health care clients is enclosed - See Exhibits – HMM services facilities as far west as Buffalo, north as Plattsburgh, east as Hamptons and the metropolitan New York City area).
- ◆ Impeccable health-care reputation for quality services given in a timely manner. Personalized services by founding partners Joseph Martello and Anthony Morrone who blend their individual talents and attributes to create unique strategies for their clientele.
- ◆ Active members in state accounting societies and health care associations. Lecturers on matters dealing with compliance relating to State and Federal regulations and policies.
- ◆ Member of reimbursement advisory committee for New York State Health Facilities Association involved with the new reimbursement methodology for New York State Skilled Nursing Facilities.
- ◆ Was a member of the Technical Advisory Committee for the development of the Nursing Home Accounting and Reporting Manual.
- ◆ Developed manuals to systematically accumulate data for third-party reports, as a basis to optimize operating results.
- ◆ Extensive knowledge of the Medicare and Medicaid reimbursement systems.
- ◆ Our dedicated staff has been well-educated and trained in the auditing and reimbursement of health care facilities.
- ◆ An accounting firm committed to the health care industry with a pool of financial and operational experts that can be drawn upon to assist you in managing your operations during these rapidly changing times.
- ◆ A firm that possesses expertise in the current regulatory environment and can serve as proactive fiscal advisors to management in their decision-making process throughout the year.
- ◆ A firm that can develop meaningful operational and financial recommendations.
- ◆ A firm that will commit to having its senior engagement team members readily available to meet regularly with management or be available for on-going consultations regarding your operating matters.
- ◆ An AICPA, quality-reviewed, certified public accounting firm.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**ENGAGEMENT ASSIGNMENT**

Our present staffing plan, specific to Albany County Shaker Place Rehabilitation and Nursing Center for professional and consulting financial services as it relates to the HMM assisting in the annual preparation, certification and electronic filing of the Medicaid and Medicare Cost Reports as well as other financial reports and documents as specified in the "Scope of Services" is estimated as follows as it relates to partners and senior managers. HMM's staff of accountants will meet your service needs and deadlines in a timely manner.

Staff Employee Classification	Assignment	Supervision
Partner*	1	Joseph Martello
Senior Manager	1	
Senior	1	
Staff	1	

HMM serves all its clients from their Hauppauge, New York Office. Please direct all questions regarding this proposal to Joseph Martello (telephone number 631-265-6289, fax 631-265-6523) or email Joseph Martello as follows: jmartello@horanmm.com.

*See resumes

AVERAGE STAFF EXPERIENCE

Staff Employee Classification	Total Number	# of CPA'S	Average Experience in Years
Partners	6	6	20 years & over*
Employed Associates of HMM	1	0	20 years & over*
Managers	6	3	17 years & over*
Seniors	2	0	8 years & over
Staff - Support	9	0	5 years & over
TOTAL:	24	9	

*See resumes

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**DEFINITION OF CLASSIFICATIONS****A Partner Will:**

- ◆ Motivate and assist staff in their professional development.
- ◆ Represent the firm in professional and service organizations.
- ◆ Develop the firm's reputation through conducting seminars, making speeches.
- ◆ Practice development and practice management.
- ◆ Review appropriateness of audit programs and time budgets.
- ◆ Be responsible for staff scheduling and timing of audits and accounting work.
- ◆ Review and update as necessary office policies and procedures.
- ◆ Represent clients at entrance and exit conferences.

A Senior Manager Will:

- ◆ Assume full responsibility for large audit assignments falling within his/her expertise.
- ◆ Supervise the assignment of duties to, and the training of, personnel assigned to the engagement.
- ◆ In connection with engagements, be responsible for personnel scheduling, compliance with due dates and monitoring time budgets.
- ◆ Adequately review all working papers and the completed reports to ascertain that both meet firm standards.
- ◆ Resolve all problems prior to the submission of the report for final partner review.
- ◆ Communicate firm policies and technical information to accounting and auditing personnel through individual or group meetings.
- ◆ Respond to Medicare and Medicaid audit adjustments.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**DEFINITION OF CLASSIFICATIONS - CONTINUED****A Senior Will:**

- ♦ Assume full responsibility for small and medium-size audit engagements requiring the services of one or more staff personnel and large accounting engagements involving unaudited financial statements.
- ♦ Review and analyze internal control and prepare management letters.
- ♦ Train and supervise the staff persons assigned to the engagement.
- ♦ Recognize, in advance, the possible problem areas of an engagement.
- ♦ Review rate sheets and prepare appeals.
- ♦ Pass the CPA examination, if not already certified.
- ♦ Assume full responsibility under supervision for small accounting engagements involving unaudited financial statements.
- ♦ Work on more involved portions of large audit and accounting engagements
- ♦ Prepare financial statements.
- ♦ Prepare Medicaid and Medicare Reports.

A Staff Person Will:

- ♦ Work on portions of audit and accounting engagements.
- ♦ Become familiar with the firm policies and procedures.
- ♦ Become familiar with health care accounting and reimbursement systems.
- ♦ Know the rules, regulations, & code of conduct of the AICPA & the New York State Society of CPA's as well as be familiar with the pronouncements of the Financial Accounting Standards (SASs) and Accounting Principles Board Opinions (APBs).
- ♦ Progress professionally by working toward passing the CPA examination as soon as possible.

HMM has significant experience in successfully performing comprehensive engagements.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**HISTORY OF STANDARD BILLING RATES**

Staff Employee Classification	Effective 10/1/2020	Effective 10/1/2019	Effective 10/1/2018
Partner	\$295 - \$475	\$275 - \$475	\$275 - \$475
Senior Manager & Senior	\$250 - \$295	\$250 - \$295	\$250 - \$295
Staff Accountant	\$225 - \$275	\$225 - \$275	\$225 - \$250

STAFF CONTINUITY

On each engagement HMM has a commitment to staff continuity as it relates to the Engagement Partner, Review Partner and Manager. The continuity benefits both our firm and the client, in that, our staff gains a rapport with the client and the client gains a level of confidence and comfort with our staff. This results in a more efficient and effective audit process.

Our hiring philosophy is to hire new graduates and train them in the field of healthcare auditing. Our staff turnover experience is very low. This is evidenced by the fact that four partners promoted after inception of the company came to the firm as new graduates and have been with us for anywhere from 5 – 25 years.

PRIOR EXPERIENCE

HMM has provided consulting services for A. Holly Patterson Geriatric Center in Nassau County, John J Foley Skilled Nursing Facility in Suffolk County and the Dutchess County Department of Health in Dutchess County. HMM is also the current auditors and consultants for The Valley View Center for Nursing Care and Rehabilitation (an Orange County RHCF) for more than fifteen (15) years.

HMM has provided auditing and consulting services for Bethel Nursing & Rehabilitation Center, Maria Regina Residence, San Simeon by the Sound, Workmen's Circle Multicare Center, The Long Island Home. HMM is also the current auditors and consultants for Bethany Village Corporations for more than five (5) years.

VENDOR RESPONSIBILITY QUESTIONNAIRE

See Attachment "C" = Vendor Responsibility Questionnaire.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**RESIDENTIAL HEALTH CARE INDUSTRY CONSULTING QUALIFICATIONS AND EXPERIENCE**

HMM currently serve as independent auditors and consultants for numerous Residential Health Care Facilities in the State of New York. A detailed list of our health care consulting clients (See Exhibits) illustrates that our health-care practice services a variety of regions and sponsorships throughout the State of New York. Our client mix has enabled our firm to develop a unique understanding of how regulations, or changes thereto, effect patient case mix, wage scale and staffing patterns. The partners and associates employed by HMM offer a combined 225 years of professional accounting, auditing and consulting services to the long-term care industry.

SUPERVISORY & REVIEW PROCEDURES IN OUR FIRM

This engagement will be adequately planned and supervised by Joseph Martello.

HMM routinely uses a variety of sophisticated project-control software packages. These programs are necessary for properly allocating resources; monitoring task completions and costs; thereby assuring adherence to budget; identifying potential problems or delays; and reallocating resource to maintain schedules and achieve time and cost objectives. These control techniques will ensure that the engagement will be completed smoothly, on time and within budget.

In addition to our agreement to perform the above mentioned services, we will also agree to conform to Section 952 of the Omnibus Reconciliation Act of 1980. More specifically, we agree to make accessible to the Health and Human Services Secretary and U.S. Comptroller General books and records which are necessary to verify the cost of services furnished under the contract.

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED

RESUMES

A Certified Public Accounting firm is personified by the expertise and personality of its principals and staff. Visit us at our website: www.horanmm.com. The following is a synopsis of the attributes and talents of the principals, management, staff accountants and associate consultants on our team:

JOSEPH F. MARTELLO, CPA

A founding member of the firm since 1980, Joe is a Certified Public Accountant with thirty-eight years of practice in the healthcare industry, Joe has lectured extensively throughout New York State on reimbursement concepts and financial reporting. His lengthy involvement with associations and committees dealing with healthcare include the Hospital Financial Management Association and the Technical Advisory Committee for the Nursing Home Accounting and Reporting Manual. Joe was sought out by the New York State Department of Health, Office of Health Systems Management, as a member of the technical advisory group responsible for developing a new reimbursement methodology. He is a former chair of the Long-Term Care Committee for the Healthcare Finance Management Association (HFMA) and a member of the HFMA Annual Institute Committee, Hudson Valley Chapter. He also served as a director of the HFMA Hudson Valley Chapter, and has lectured for nursing home administrator courses at the C.W. Post campus of Long Island University.

Joe earned a Bachelor's Degree in Business Administration from Pace University. He is a member of the New York State Society of Certified Public Accountants, the American Institute of Certified Public Accountants, and the healthcare Finance Management Association.

President/Treasurer of HMM

Pace University, B.B.A.

CPA since 1978

Member of NYSSCPA, AICPA

38+ years in the Healthcare Industry

Responsible for running and maintaining CPA practice, consulting, accounting and auditing services.

Email: jmartello@horanmm.com

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED

RESUMES – CONTINUED:

WAYNE I. ROBINSON, CPA

Wayne joined the firm in 1988, and received his Certified Public Accountant designation in 1993. Formerly a Senior Tax Manager with the firm, Wayne was promoted to Director in November 2005 and made Partner in early 2006. He is known as the “steady and sure one”, a testament to his dedication to the firm and its clients.

With expertise in auditing, accounting and taxation, Wayne has provided services to more than fifty healthcare facilities throughout New York State. His more than twenty-seven years in the healthcare industry, has provided him with the know-how to effectively navigate the Medicare and Medicaid reimbursement systems, and an intimate familiarity with the rules and regulations relating those systems.

His expert proficiency in tax preparation and research results in the successful representation of clients in tax audits.

Wayne received a Bachelor of Science degree from Hofstra University, and is a member of the New York State Society of Certified Public Accountants (NYSSCPA), the NYSSCPA’s Suffolk Chapter General Taxation Committee, and the American Institute of Certified Public Accountants.

Partner of HMM

Hofstra University, B.S.

Member of NYSSCPA, AICPA

27+ years in the Healthcare Industry

Responsible for tax, auditing and accounting services.

Email: wrobinson@horanmm.com

SECTION II: QUALIFICATION/EXPERIENCE – CONTINUED

RESUMES – CONTINUED:

SUZANNE BREIT, CPA

Suzanne Breit has been a certified public accountant since 1988 and has been a member of the firm since 1985. Along with celebrating her twentieth anniversary with the firm in 2005, Suzanne was promoted from Senior Tax Manager to Director in November of that year. In 2006, Suzanne made the transition from the tax department to the audit department and was promoted to Partner. She is known as the "care setter" because she sets the standard at HMM for dedication to her work and her concern for the professional needs of her clients. Her responsibilities include auditing (of both healthcare facilities and employee benefit plans), accounting and providing tax services to HMM's clients. Along with her auditing experience of over twenty years, Suzanne has extensive experience in tax preparation, research and has successfully represented clients in tax audits. Suzanne has been involved in matters relating to more than fifty healthcare facilities throughout New York State. Her work requires an extensive practical knowledge of the Medicare and Medicaid reimbursement systems, and the rules and regulations relating those systems.

Suzanne also manages her firm's employee benefit plan (EBP) practice, bringing value to clients by staying in front of ever changing EBP regulations. Suzanne is a member of the New York State Society of Certified Public Accountants Healthcare Committee, and the American Institute of Certified Public Accountants. She is also an active member of the NYSSCPA's Healthcare Committee and NYSSCPA's Suffolk Chapter Employee Benefits Committee. She also volunteers her time in in her local community.

Partner of HMM

L.I.U. – C.W. Post College, B.S.

Member of NYSSCPA, AICPA

30+ years in the Healthcare Industry

Responsible for auditing, accounting and tax services.

Email: sbreit@horanmm.com

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED**RESUMES – CONTINUED:****JAMES V. BUDD, CPA**

James V. Budd joined HMM in 2004, earned his Certified Public Accounting designation in 2009 and is currently a partner at the firm. He is knowledgeable in budgets, projections and operational studies as well as preparing and auditing financial statements and third-party cost reports. He has assisted in the preparation of HEAL NY grants. He has assisted in sales and purchases of facilities including valuation and closing adjustments. He is currently involved in the development and implementation of a software program to be used by nursing homes estimate and track daily profits and losses. James has over ten years of experience in the healthcare industry and has been involved in matters relating to more than fifty healthcare facilities throughout New York State. James earned a Bachelor of Business Administration degree in Accounting from Hofstra University. He is a member of the New York State Society of Certified Public Accountants and is a member of the American Institute of Certified Public Accountants.

Partner of HMM

Hofstra University, B.S.

Member of NYSSCPA, AICPA

10+ years in the Healthcare Industry

Responsible for auditing, accounting and consulting services.

Email: jbudd@horanmm.com

SECTION II: QUALIFICATION/EXPERIENCE - CONTINUED

RESUMES – CONTINUED:

BRIAN P. LEE, CPA

Brian P. Lee joined HMM in 2008, earned his Certified Public Accounting designation in 2011 and is currently a partner at the firm. Brian has experience working in matters relating to more than fifty healthcare facilities throughout New York State. He has experience with budgets, projections and operational studies as well as preparing and auditing financial statements, auditing employee benefit plans and preparing third-party cost report submissions. As part of the New York State's Medicaid Redesign efforts, Brian has assisted in the preparation of successful Partial Cap Managed Long Term Care (MLTCP) and Certified Home Health Agency (CHHA) Applications.

Brian has successfully leveraged technology and data to develop successful strategies and bring results for clients. He is currently involved in the development and implementation of a strategic planning platform which combines the power of HMM's operational study with a software program to be used by nursing homes to estimate and track daily profits and losses, as well as assess the financial impact of admissions decisions.

Brian earned a Bachelor of Science degree from Loyola College in Maryland (now Loyola University Maryland) and a Master of Business Administration Degree from Hofstra University. He is a member of the New York State Society of Certified Public Accountants and is a member of the American Institute of Certified Public Accountants

Partner of HMM

Loyola College in Maryland (now Loyola University Maryland), B.S.

Hofstra University, M.B.A.

Member of NYSSCPA, AICPA

7 years in the Healthcare Industry

Responsible for auditing, accounting and consulting services.

Email: blee@horanmm.com

SECTION II: QUALIFICATIONS/EXPERIENCE - CONTINUED

RESUMES – CONTINUED:

PETER C. VOGEL

Peter C. Vogel joined HMM in 2004, earned his Certified Public Accounting designation in 2008 and is currently a partner at the firm. He is knowledgeable in tax preparation as well as preparing and auditing financial statements, auditing employee benefit plans and third-party cost reports. Peter has over ten years of experience in the healthcare industry and has been involved in matters relating to more than fifty healthcare facilities throughout New York State.

Peter earned a Bachelor of Science degree in Accounting from L.I.U. – C.W. Post. He is a member of the New York State Society of Certified Public Accountants and is a member of the American Institute of Certified Public Accountants.

Partner of HMM

L.I.U. – C.W. Post

Member of NYSSCPA, AICPA

10+ years in the Healthcare Industry

Responsible for auditing, accounting and tax services.

Email: pvogel@horanmm.com

OUR STAFF ACCOUNTANTS

Our staff has been well educated and trained in the auditing and reimbursement of health care facilities. All staff responsible for planning and performing audits complete professional education on an annual basis.

SECTION III: REFERENCES**REFERENCES – PUBLIC:**

The following clients are municipal or county government clients we presently have or previously had contracts with (within the past five years):

1. A. Holly Patterson Geriatric Center

Christine Paul
875 Jerusalem Avenue
Uniondale, NY 11553
(516) 572-1698
Services Provided: Reimbursement Consulting, Prepare Medicare Report

2. Orange County Department of Health

Anne Vradenburgh, Fiscal Manager
124 Mail Street
Goshen, NY 10924-2199
(845) 291-2348
Services Provided: Prepare and certify to Medicare/Medicaid cost reports

3. Valley View Center for Nursing Care and Rehabilitation

Laurence LaDue, Administrator
Glenmere Cove Road, Box 59
Goshen, NY 10924
(845) 291-4740
Services Provided: Audit and Reimbursement Consulting Services

SECTION III: REFERENCES - CONTINUED

REFERENCES – OTHER THAN PUBLIC HOMES:

1. The Long Island Home
400 Sunrise Highway
Amityville, NY 11701
Ms. Patricia Porter, CFO, 631-608-5107
Services Provided: Audit and Reimbursement Consulting Services
 - ◆ 320- Bed Skilled Nursing Facility
 - ◆ Adult Day Care Program and Adult Home
 - ◆ Psychiatric Center
 - ◆ Foundation

2. Maria Regina Residence
Administrative Offices
Sisters of St. Joseph
101 Executive Blvd.
Elmsford, NY 10523
Sister Janet Kenney, 631-273-1187
Services Provided: Audit and Reimbursement Consulting Services
 - ◆ 188-Bed Skilled Nursing Facility
 - ◆ 50-Slot Adult Day Care Program

3. Our Lady of Consolation
111 Beach Drive
West Islip, NY 11795
Mr. John Haight, Director of Finance
Health Services, 631-465-6442
Services Provided: Reimbursement Consulting Services
 - ◆ 450-Bed Skilled Nursing Facility

4. Workmen's Circle Multicare Center
3155 Grace Avenue
Bronx, NY 10469-3134
Mr. Arthur Cooperberg, 516-422-7882
Services Provided: Audit and Reimbursement Consulting Services
 - ◆ 524-Bed Skilled Nursing Facility

SECTION III: REFERENCES - CONTINUED

REFERENCES – OTHER THAN PUBLIC HOMES:

5. Bethel Nursing & Rehabilitation Center
67 Springvale Road
Croton-on-Hudson, NY 10520
Mr. Anastasios Markopoulos, CFO, 914-739-6700 x 227
Services Provided: Audit and Reimbursement Consulting Services (inclusive of Long Term Health Care Program)
 - ◆ Two Skilled Nursing Facilities (200-Bed and 78-Bed)
 - ◆ Two Adult Day Care Programs
 - ◆ A Long Term Home Health Care Program
 - ◆ An Independent Living Residence
 - ◆ Outpatient Therapy Program
 - ◆ Personal Emergency Response Service

6. St. Barnabas Hospital

Mary Grochowski, CFO
Third Avenue and 183rd Street
Bronx, NY 10457-2594
(718) 960-3839
Services Provided: Reimbursement Consulting Services

7. Bethany Village

Mr. Michael Kaiser, CFO
3005 Watkins Road
Horseheads, NY 14845
(607) 378-6574
Services Provided: Audit and Reimbursement Consulting Services
 - ◆ 120-Bed Skilled Nursing Facility
 - ◆ An Assisted Living Residence
 - ◆ An Independent Living Residence
 - ◆ Outpatient Rehabilitation Program
 - ◆ Walk-In Clinic
 - ◆ Adult Social Day Care Program

Other not-for-profit facilities serviced by HMM include: Good Samaritan Nursing Home, Peconic Landing at Southold, Inc., San Simeon by the Sound, St. Catherine's of Siena, Victoria Home.

SECTION IV: PLAN IMPLEMENTATION

SCOPE OF SERVICES

HMM, CPAs LLP will provide professional and consulting services for the Albany County Shaker Place Rehabilitation and Nursing Center as it relates to the RHCF-4 Medicaid Cost Report for the Department of Health and to assist in the preparation and filing of the Medicare Cost Report and Compilation of Financial Statements. Services are expected to include, but not limited to:

HMM will be responsible for the preparation, certification and electronic filing (facility needs to get HMM access to HPN) of the required RHCF-4 Medicaid Cost Report.

HMM will assist in the preparation and filing of the Medicare Cost Report.

HMM will compile financial statements on a monthly basis. Compilations will include Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position and Notes to Financial Statements. On a quarterly basis, HMM will conference or meet with the Executive Director to discuss the financial statements (Upon approval of our proposal HMM will send a compilation engagement).

HMM will inform Albany County Shaker Place Rehabilitation and Nursing Center of any regulation, reporting and/or rate changes; and preparation and filing of an appeal if such should be appealed.

HMM will prepare Certificate of Need applications for filing with the NYS Department of Health.

HMM will provide quarterly educational training to the business office staff and other staff as necessary.

Related to Cost Reporting: Albany County Shaker Place Rehabilitation and Nursing Center will supply HMM with the following:

1. Year-end audited financial statement.
2. A trial balance in excel format.
3. Statistics and other information as requested (in the attachments to be sent at a later date).
4. Preparation of Part I of the RHCF-4 from admissions/discharges and patient days from the facility records (blank to be sent at a later date).
5. PS&R.

Related to Compiling Financial Statements: Albany County Shaker Place Rehabilitation and Nursing Center will electronically supply HMM with the following on a monthly basis, preferably 45-60 days after each months end:

1. Trial balance in Excel or similar format. Trial balance must include account numbers, account names/descriptions, debit and credit amounts and must balance.
2. Cumulative general ledger supporting the trial balance.
3. Bank reconciliations for all cash accounts. These must reconcile to the trial balance.
4. Accounts receivable ledger, detailed by resident, by payer, with totals. This must reconcile to the trial balance.

SECTION IV – PLAN IMPLEMENTATION - CONTINUED

SCOPE OF SERVICES – CONTINUED:

5. Accounts payable ledger. This must reconcile to the trial balance.
6. Detailed Sales journals (billed days, gross charges, contractual allowances, rates). Additional detail showing Medicare RUG days and rates must be provided.
7. Audited financial statement with supporting trial balance. A cross-walk from the trial balance to the financial should accompany this if available.

ADDITIONAL SERVICES NOT SPECIFIED IN RFP:

1. HMM will provide consulting services on matters not related to the cost reports on a fee-for-service basis, including but not limited to: reimbursement consulting; advice regarding regulatory process; review of regulations and legislation; and review and consultation regarding third party audits. An hourly fee will be charged separately for these types of activities. As additional consulting services arise, a Scope of Objectives shall be provided by Albany County Shaker Place Rehabilitation and Nursing Center to HMM in order for the firm to provide a Scope of Work, set of deliverables, timeline matrix and a project cost based on the hourly rates provided in the fee for services.

TERM OF CONTRACT

The contract period shall be for three (3) years from the execution of the contract.

At the end of the initial three (3) year contract term, upon mutual agreement of the County of Albany and HMM, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals.

SECTION V: COST PROPOSAL SECTION**FEE FOR SERVICES****See attached "Cost Proposal Form"**

Our fee to Albany County Shaker Place Rehabilitation and Nursing Center for the aforementioned cost report services to provide professional and consulting financial services for the Albany County Shaker Place Rehabilitation and Nursing Center as it relates to the RHCF-4 Medicaid Cost Report for the Department of Health and the Medicare Cost report will be billed on an hourly basis at the rates in effect at the time the work is performed (noted below) not to exceed \$4,900 per contract year:

<u>2023 Cost Reports</u>	<u>2022 Cost Reports</u>	<u>2021 Cost Reports</u>
\$4,900	\$4,900	\$4,900 .

Optional two (2) additional years, in two (2) consecutive one-year intervals (to be billed on an hourly basis at the rates in effect at the time the work is performed) not to exceed:

<u>2024 Cost Reports</u>	<u>2025 Cost Reports</u>
\$4,900	\$4,900

Our fee to Albany County Shaker Place Rehabilitation and Nursing Center for the aforementioned compilation services will be billed in twelve equal monthly per contract year as follows:

<u>2021/2022</u>	<u>2022/2023</u>	<u>2023/2024</u>
\$2,700/month	\$2,750/month	\$2,800/month

Optional two (2) additional years, in two (2) consecutive one-year intervals will each be billed in twelve equal monthly installments per contract year as follows:

<u>2024/2025</u>	<u>2025/2026</u>
\$2,850/month	\$2,900/month

Our fee to inform Albany County Shaker Place Rehabilitation and Nursing Center of any regulation, reporting and/or rate changes; and preparation and filing an appeal if such should be appealed will be billed hourly using the current hourly rates noted below but not to exceed \$4,500 per contract year. Optional two (2) additional years, in two (2) consecutive one-year intervals will not exceed \$4,500 per contract year.

SECTION V: COST PROPOSAL SECTION - CONTINUED
Fees for Services – Continued

Our fee to Albany County Shaker Place Rehabilitation and Nursing Center for HMM to prepare Certificate of Need applications for filing with the NYS Department of Health will be billed on an hourly basis at the rates in effect at the time the work is performed not to exceed \$4,500 per contract year. Standard hourly rates are used, which vary with the staff level and experience of the personnel assigned. Current hourly rates are listed below.

Our fee for HMM to provide quarterly educational training to the business office staff and other staff as necessary will be based on actual time spent by personnel and will be billed hourly at the rates in effect at the time the work is performed. Standard hourly rates are used, which vary with the staff level and experience of the personnel assigned. Current hourly rates are listed below.

ADDITIONAL SERVICES NOT SPECIFIED IN RFP:

1. Our fee for consulting services on matters not related to the cost reports will be on a fee-for-service basis at the rates in effect at the time the work is performed, including but not limited to: reimbursement consulting; advice regarding regulatory process; review of regulations and legislation; and review and consultation regarding third party audits. As additional consulting services arise, a Scope of Objectives shall be provided by Albany County Shaker Place Rehabilitation and Nursing Center to HMM in order for the firm to provide a Scope of Work, set of deliverables, timeline matrix and a project cost based on the current hourly rates provided below in this Request for Proposal.

In addition, out-of-pocket expenses (i.e. computer software fees, bank confirmation fees, Federal Express, UPS, Postage, etc.) will be billed separately. Standard hourly rates are used, which vary with staff level and experience of the personnel assigned. HMM current hourly rates are as follows:

Partners	\$295 - \$475
Senior Managers & Senior	\$250 - \$295
Staff Accountant	\$225 - \$275
Associate Consultant	\$195 - \$325

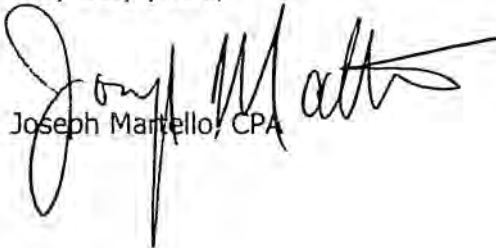
Our fee for these services will be billed progressively on a monthly basis. Payment is due within (60) days. Timely payment of our retainer does not go unnoticed and is greatly appreciated; our fee proposal is developed based upon prompt payment of our bill. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you.

We reserve the right to discuss these fees with you during the course of the engagement if any unforeseen and unexpected problems arise.

We appreciate this opportunity to present our proposal for your consideration. If you would like to discuss this proposal in greater detail, please contact me at (631) 265-6289. Our firm is confident that we can serve you well and are pleased to have the opportunity to do so. We look forward to discussing this proposal further with you and to serving your facility.

If you are in agreement with the above mentioned fee, please sign below and return one copy to our office.

Very truly yours,


Joseph Martello, CPA

AGREED:

Date

SECTION VI: MANDATORY DOCUMENTATION

MANDATORY DOCUMENTATION ATTACHMENTS INCLUDED:

THE NON-COLLUSIVE BIDDING CERTIFICATE – SEE ATTACHMENT "A"

ACKNOWLEDGEMENT BY PROPOSER – SEE ATTACHMENT "B"

VENDOR RESPONSIBILITY QUESTIONNAIRE – SEE ATTACHMENT "C"

IRANIAN ENERGY DIVESTMENT CERTIFICATION – SEE ATTACHMENT "D"

ADDITIONAL ATTACHMENTS:

PROPOSAL FORM

COST PROPOSAL FORM

CERTIFICATES OF INSURANCE

- Workers Compensation
- Employer's Liability Insurance
- Automobile Liability Insurance – N/A
- General Liability Insurance
- Professional Liability Insurance

CASH DISCOUNT

HMM will offer a 2% Cash discount for prompt payment of bills. For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

EXHIBITS

EXHIBIT I – CURRENT AUDIT CLIENTS

Adira at Riverside Rehabilitation & Nursing – Yonkers, NY

Apex Rehab and Care Center - Huntington, NY

Bellhaven Nursing Center - Brookhaven, NY

Bethany Nursing Home and Health Related Facility - Horseheads, NY

Bethel Nursing Home - Ossining, NY

Bethel Nursing and Rehab Center - Croton-on-Hudson, NY

Bridge View Nursing Home - Whitestone, NY

Bronx Park Rehabilitation & Nursing Center - Bronx, NY

Central Island Healthcare – Plainview, NY

Contractor for Kids, Inc. – Islandia, NY

Cortlandt Healthcare - Cortlandt Manor, NY

Crown Nursing and Rehabilitation Center - Brooklyn, NY

Daleview Care Center - Farmingdale, NY

Epic Healthcare Management, LLC – Croton On Hudson, NY

Excel at Woodbury Rehabilitation and Nursing, LLC - Woodbury, NY

Flushing House - Flushing, NY

Fulton Commons Care Center - East Meadow, NY

Greene Meadows Nursing and Rehabilitation – Catskill, NY 12414

Hauppauge Industrial Association - Hauppauge, NY

Highfield Gardens Care Center – Great Neck, NY

Highland Care Center - Jamaica, NY

Hillside Manor Rehab and Extended Care Ctr. - Jamaica Estates, NY

Hudson Valley Rehab and Extended Care Ctr. - Highland, NY

EXHIBIT I – CURRENT AUDIT CLIENTS – CONTINUED:

Intercounty Health Facilities Association - Manhasset, NY
 James Square Nursing and Rehabilitation Centre - Syracuse, NY
 Lakeview Rehabilitation and Care Center - Middle Island, NY
 Lynbrook Restorative Therapy & Nursing - Lynbrook, NY
 Maria Regina Residence - Brentwood, NY
 Mayfair Care Center, Inc. - Hempstead, NY
 Meadowbrook Healthcare - Plattsburgh, NY
 MDJ Realty, LLC – Woodcliff Lake, NJ
 Middletown Park Rehabilitation and Health Care Center – Middletown, NY
 Midway Nursing Home - Maspeth, NY
 Momentum at South Bay for Rehabilitation - East Islip, NY
 Niagara Rehab and Nursing Center - Niagara Falls, NY
 New York Endoscopy Center LLC - White Plains, NY
 North Westchester Restorative Therapy and Nursing Center - Mohegan Lake, NY
 Oak Hollow Nursing Center - Middle Island, NY
 Oasis Rehabilitation and Nursing, LLC, - Center Moriches, NY
 Pine Haven Home, Philmont, NY
 Port Chester Nursing & Rehab Centre - Port Chester, NY
 Riverhead Care Center - Riverhead, NY
 River Ridge Living Center - Amsterdam, NY
 River Valley Care Center - Poughkeepsie, NY
 St. James Rehabilitation and Healthcare Center - St. James, NY
 Salem Hills Health Care Center, Inc. - Purdys, NY
 San Simeon By The Sound - Greenport, NY

San Simeon By The Sound - Greenport, NY

EXHIBIT I – CURRENT AUDIT CLIENTS - CONTINUED

Sayville Nursing and Rehabilitation Center - Sayville, NY

Sea-Crest Health Care Center – Brooklyn, NY

Seafield Care Center - Westhampton Beach, NY

Shoreview Nursing Home – Brooklyn, NY

South Shore Healthcare - Freeport, NY

Sunharbor Manor Nursing Home - Roslyn Heights, NY

Sutton Park Center for Nursing and Rehabilitation - New Rochelle, NY

Terrace Healthcare Center - Bronx, NY

The Citadel Rehab and Nursing Center at Kingsbridge – Bronx, NY

Valley View Center for Nursing Care, The (Orange County) - Goshen, NY

Victoria Home - Ossining, NY

Waterview Hills Nursing Center - Purdys, NY

Westchester Center for Rehabilitation & Nursing - Mount Vernon, NY

Westhampton Care Center - Westhampton, NY

White Oaks Nursing Home - Woodbury, NY

Woodhaven Home for Adults - Port Jefferson Station, NY

Woodhaven Nursing Home - Port Jefferson Station, NY

Workmen's Circle MultiCare Center - Bronx, NY

EXHIBIT II – CURRENT CONSULTING CLIENTS

A. Holly Patterson Geriatric Center - Uniondale, NY

Adira at Riverside Rehabilitation & Nursing – Yonkers, NY

Albany County Shaker Place Rehabilitation and Nursing Center, Albany, NY

Apex Rehab and Care Center - Huntington, NY

Bainbridge Nursing & Rehab Center - Bronx, NY

Barnwell Nursing and Rehab Center - Valatie, NY

Bellhaven Nursing Center - Brookhaven, NY

Bethany Village - Horseheads, NY

Bethel Nursing Home - Ossining, NY

Bethel Nursing and Rehab Center - Croton-on-Hudson, NY

Bridge View Nursing Home - Whitestone, NY

Broadlawn Manor - Amityville, NY

Bronx Park Rehabilitation & Nursing Center - Bronx, NY

Brooklyn United Methodist Church Home - Brooklyn, NY

Carillon Nursing and Rehab Center - Huntington, NY

Central Island Healthcare – Plainview, NY

Cortlandt Healthcare - Cortlandt Manor, NY

Crown Nursing and Rehabilitation Center - Brooklyn, NY

Daleview Care Center - Farmingdale, NY

Dutchess County Dept. of Health - Poughkeepsie, NY

East Haven Nursing & Rehab Center - Bronx, NY

East Neck Nursing and Rehab Center - West Babylon, NY

Emerald North Nursing and Rehabilitation Center – Buffalo, NY

EXHIBIT II – CURRENT CONSULTING CLIENTS – CONTINUED:

Emerald South Nursing and Rehabilitation Center – Buffalo, NY

Excel at Woodbury Rehabilitation and Nursing, LLC - Woodbury, NY

Flushing House - Flushing - NY

Fulton Commons Care Center - East Meadow, NY

Glen Cove Center for Nursing and Rehabilitation - Glen Cove, NY

Greene Meadows Nursing and Rehabilitation Center – Catskill, NY

Good Samaritan Nursing Home - Sayville, NY

Grand Manor Nursing Home - Bronx, NY

Highfield Gardens Care Center – Great Neck, NY

Highland Care Center - Jamaica, NY

Hilaire Rehabilitation & Nursing - Huntington, NY

Hillside Manor Rehab and Extended Care Center - Jamaica Estates, NY

Hudson Valley Rehab and Extended Care Center - Highland, NY

Intercounty Health Facilities Association - Long Island, NY

James Square Nursing and Rehabilitation Centre - Syracuse, NY

Lakeview Rehabilitation and Care Center - Middle Island, NY

Long Island Health Facilities Association - New York, NY

Long Island Home, The (South Oaks Hospital) - Amityville, NY

Lynbrook Restorative Therapy & Nursing - Lynbrook, NY

Maria Regina Residence - Brentwood, NY

Mayfair Care Center, Inc. - Hempstead, NY

Meadowbrook Healthcare - Plattsburgh, NY

EXHIBIT II – CURRENT CONSULTING CLIENTS – CONTINUED:

Middletown Park Rehabilitation and Health Care Center – Middletown, NY

Midway Nursing Home - Maspeth, NY

Mills Pond Nursing & Rehabilitation Center - St. James, NY

Momentum at South Bay for Rehabilitation - East Islip, NY

Mosholu Parkway Nursing & Rehab Center - Bronx, NY

Nesconset Center for Nursing and Rehabilitation - Nesconset, NY

New York Endoscopy Center LLC - White Plains, NY

Niagara Rehab and Nursing Center - Niagara Falls, NY

North Shore Long Island Jewish Health System - Westbury, NY

North Westchester Restorative Therapy and Nursing Center - Mohegan Lake, NY

Oak Hollow Nursing Center - Middle Island, NY

Oasis Rehabilitation and Nursing, LLC, Center Moriches - NY

Orange County Dept. of Health - Goshen, NY

Our Lady of Consolation - West Islip, NY

Peconic Landing (CCRC) - Greenport, NY

Peconic Landing at Southold - Greenport, NY

Phoenix Medical Center, Inc. - Brooklyn, NY

Pine Haven Home, Philmont, NY

Port Chester Nursing & Rehab Centre - Port Chester, NY

Port Jefferson Health Care Facility - Port Jefferson, NY

Riverhead Care Center - Riverhead, NY

River Ridge Living Center - Amsterdam, NY

River Valley Care Center - Poughkeepsie, NY

EXHIBIT II – CURRENT CONSULTING CLIENTS – CONTINUED:

St. Barnabas Hospital - Bronx, NY

St. Catherine of Siena - Smithtown, NY

St. James Healthcare Center - St. James, NY

Salem Hills Health Care Center, Inc. - Purdys, NY

San Simeon By The Sound - Greenport, NY

Sayville Nursing and Rehabilitation Center - Sayville, NY

Sea-Crest Health Care Center – Brooklyn, NY

Seafeld Care Center - Westhampton, NY

Shoreview Nursing Home – Brooklyn, NY

South Shore Healthcare - Freeport, NY

Sprain Brook Manor Rehab, LLC - Scarsdale, NY

Sunharbor Manor - Roslyn Heights, NY

Sunrise Nursing Home - Oswego, NY

Sutton Park Center for Nursing and Rehabilitation - New Rochelle, NY

Terrace Healthcare Center - Bronx, NY

The Citadel Rehab and Nursing Center at Kingsbridge – Bronx, NY

Valley View Ctr. for Nursing Care, The (Orange County) - Goshen, NY

Victoria Home - Ossining, NY

Waterview Hills Nursing Center - Purdys, NY

Wayne Center for Nursing & Rehab - Bronx, NY

Westchester Center for Rehabilitation & Nursing - Mount Vernon, NY

Westhampton Care Center - Westhampton, NY

Westhampton Senior Living, Inc., Riverhead, NY

EXHIBIT II – CURRENT CONSULTING CLIENTS – CONTINUED:

White Oaks Nursing Home - Woodbury, NY

Woodbury Center For Health Care - Woodbury, NY

Woodhaven Home for Adults - Port Jefferson, NY

Woodhaven Nursing Home - Port Jefferson, NY

Workmen's Circle MultiCare Center - Bronx, NY

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

6/2/2021

Date



Signature

President

Title

HMM, CPAs LLP

Company Name

ATTACHMENT "B" **ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

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

On the 2nd day of June, 2021, before me personally came Joseph F. Martello, Jr. to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of Hmmma PA LLP and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

McGourty
MARIA R. CARRICATO
Notary Public, State of New York
No. 4988975
Qualified in Suffolk County 2021
Commission Expires Nov 25, 19

Maria R. McGourty

Notary Public, State of New York

Qualified in Suffolk County

Commission Expires 11/25/2021

X

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME HMM, CPAs LLP	3. IDENTIFICATION NUMBERS a) FEIN # 46-5416249 b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable) www.horanmm.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 527 Townline Rd. Ste 203 Hauppauge NY 11788	7. TELEPHONE NUMBER 631 265 6289	8. FAX NUMBER 631 265 6523
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Joseph Martello Title President Telephone Number 631-265-6289 Fax Number 631-265-6523 e-mail jmartello@horanmm.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. Joseph Martello, President/Partner Peter Voogel Partner		
a) NAME Wayne Robinson	TITLE Partner	b) NAME James Budd
c) NAME Suzanne Breit	TITLE Partner	d) NAME Brian Lee
TITLE Partner		
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.		
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No		
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No		

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
 County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business HMMCPALLP
 Address 527 Town Cove Rd
 City, State, Zip Hampden
NY, 11768

Signature of Owner

Printed Name of Signatory

Title

Sworn before me this 2nd day of June, 2021
Maria R. Carricato
 Notary Public

mcgarr
 MARIA R. CARRICATO
 Notary Public, State of New York
 No. 4988975
 Qualified in Suffolk County
 Commission Expires Nov 25, 2021

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

6/2/2021
 Date

Joseph F. M. [Signature]
 Signature
President
 Title
HMM CPAS LLP
 Company Name

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Financial Consulting Services
RFP Number: 2021-075

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

None

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:
- Himm CPAS LLP
- 527 Townline Rd - Suite 203 - Hauppauge NY 11788
- Attn: Mr. Joseph Martello
- Phone: 631 265 6289
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Financial Consulting Services
RFP Number: 2021-075

TOTAL COST FOR FINANCIAL CONSULTING SERVICES FOR THREE YEARS

\$ 140,700

OPTIONAL YEARS:

TOTAL COST FOR YEAR FOUR (4) \$ 48,100

TOTAL COST FOR YEAR FIVE (5) \$ 48,700

COMPANY:

HMM CPAs LLP

ADDRESS:

527 Townline Rd Ste 203

CITY, STATE, ZIP:

Hampange NY 11788

TEL. NO.:

631 265 6289

FAX NO.:

631 265 6523

E-MAIL:

jmartello@hcranmm.com

FEDERAL TAX ID NO.:

46 - 541 6249

REPRESENTATIVE:

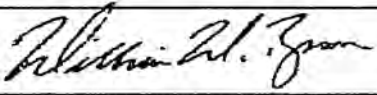
Joseph F Martello Jr

SIGNATURE AND TITLE

Joseph F Martello Jr

DATE

6/2/2021

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE					DATE: 09/22/2020	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.						
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.						
NAMED INSURED: HMM CPAs LLP 527 Townline Rd Ste 203 Hauppauge NY 11788				CERTIFICATE HOLDER: County of Albany Albany County Nursing Home Albany Shaker Road Albany NY 11211-1086		
IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES.						
THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY	
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE	APLP10386-28	6/26/2020	6/26/2021	6/26/1988	EACH CLAIM	\$2,000,000
LIABILITY					AGGREGATE	\$2,000,000
CLAIMS MADE						
DEDUCTIBLE: \$10,000 PER CLAIM THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.						
ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION: Named Insured includes: Horan Martello Morrone PC. CyberProtect Endorsement, CP-01, \$250,000						
AGENCY OFFICE LOCATED: 						
CPA MUTUAL INSURANCE 4923 NW 43 St. Ste C, Gainesville, FL 32606				 AUTHORIZED REPRESENTATIVE CPA MUTUAL INS COMPANY OF AMERICA, RRG		



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/22/2020

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

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

PRODUCER MARK A SMITH AGENCY, INC. STATE FARM INSURANCE COMPANIES 141 CONKLIN STREET FARMINGDALE, NY 11735	CONTACT NAME: NICOLE CAIOLA PHONE (A/C No. Ext.): 516-293-8684 FAX (A/C No.): 844-548-2851 E-MAIL ADDRESS: TEAM@MARKASMITHAAGENCY.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Farm Fire and Casualty Company	25143														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED HMM CPAS LLP 527 TOWNLINE RD STE 203 HAUPPAUGE, NY 11788-2833															

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		92-B1-G444-1	07/06/2020	07/06/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 Business Property \$ 109,200
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ACCOUNTING SERVICES

ADDITIONAL INSURED: HORAN, MARTELLO, MORRONE, P.C. 527 TOWNLINE RD STE 203 HAUPPAUGE, NY 11788-2833

CERTIFICATE HOLDER
CANCELLATION

 COUNTY OF ALBANY
 ALBANY COUNTY NURSING HOME
 780 ALBANY SHAKER RD
 ALBANY, NY 12211

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

9/23/2020

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9/26/2020

County of Albany
Albany County Nursing Home
Albany Shaker Road
Albany, NY 12211

RE: Insured: HMM CPAs LLP
Policy # WC 027129125
Form # C105.2

Dear Certificate Holder,

Please note the attached certificate of insurance is issued as a matter of information only and confers no rights upon you.

- This document does not amend, extend or alter the coverage terms, exclusions and conditions afforded by the referenced policies.
- This document does not specify all endorsements, coverages, terms, conditions, and exclusions of the policies shown. All limits shown are as requested, and a self insured retention may apply to the limits shown per terms and conditions of the policy.
- The policies of insurance are in effect only for the policy periods indicated, and aggregate limits shown in the certificate may have been reduced by paid claims.

Sincerely,

ADP TotalSource Certificate Center

Attachment – Certificate of NYS Workers' Compensation Insurance Coverage-C105.2



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) ADP TotalSource FL XVI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F HMM CPAs LLP 527 Townline Rd Suite 203 Hauppauge, NY 11788 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 631/265-6289 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4735300 2 1d. Federal Employer Identification Number of Insured or Social Security Number 465416249
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany Albany County Nursing Home Albany Shaker Road Albany, NY 12211	3a. Name of Insurance Carrier New Hampshire Ins Co 3b. Policy Number of Entity Listed in Box "1a" WC 027129125 3c. Policy effective period 07/01/2020 to 07/01/2021 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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

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

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

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

Approved by: Adriana Sanchez
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Adriana Sanchez* 9/26/2020
(Signature) (Date)

Title: Account Specialist II

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-743-8130

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 733

AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 11/12/24

By Elder Care Committee:

WHEREAS, By Resolution No. 260 for 2021, this Honorable Body authorized an agreement with Horan, Martello and Morrone, CPAs, LLP, for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$131,700 for a term commencing November 1, 2021 and ending October 31, 2024, with two one-year options to renew, and

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Horan, Martello and Morrone, CPAs, LLP for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$44,200 for a term commencing November 1, 2024 and ending October 31, 2025, the first of two one-year options to renew, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Horan, Martello and Morrone, CPAs, LLP, Hauppauge, NY 11788 for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$44,200 commencing November 1, 2024 and ending October 31, 2025, 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.

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND HORAN, MARTELLO AND MORRONE, CPAS, LLP
FOR
ACCOUNTING AND CONSULTING SERVICES

Pursuant to Res. 733 of 2024; adopted 11/12/2024
(Contract No. 2024-2274)

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Horan, Martello and Morrone, CPAs, LLP, a New York corporation with a principal place of business located at 527 Townline Road, Suite 203, Happague, New York 11788 (hereinafter, the "Consultant" and with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Shaker Place Rehabilitation and Nursing Center (hereinafter, the "Shaker Place") has a need for a Consultant to provide financial accounting and consulting services; and

WHEREAS, Shaker Place issued a request for proposals for such financial accounting and consulting services, said request having been denominated as RFP #2021-075, and having been issued by through the Albany County Purchasing Division on May 14, 2021 and published on May 21, 2021 (hereinafter, the "RFP"); and

WHEREAS, in response thereto, Consultant submitted a proposal on June 3, 2021 to provide the requested financial accounting and consulting services for Shaker Place (hereinafter, the "Proposal"); and

WHEREAS, the Albany County Legislature accepted the Proposal to provide the aforesaid financial accounting and consulting services by Resolution 260 of 2021, adopted August 9, 2021 and entered into an agreement (Contract No. 6514-2021, incorporated herein by reference.); and

WHEREAS, the County wishes to enter into its first of two one-year (1) optional contract renewal terms with the Consultant; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a one-year (1) renewal agreement with the Consultant pursuant to Resolution No. 733 of 2024, adopted November 12, 2024 regarding the aforesaid financial accounting and consulting services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; Contract No. 6514-2021, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as “the Agreement”).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) Contract No. 6514-2021; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide financial accounting and consulting services as described in Article 2, Contract No. 6514-2021 (hereinafter, the “Scope of Services”). The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.2 In addition to the Scope of Services described in Paragraph 2.1, the Consultant shall provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP and Addendum 1.

2.3 The Consultant shall not perform any services beyond those described in this Agreement (hereinafter, the “extra service(s)”) unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed FORTY FOUR THOUSAND TWO HUNDRED AND 00/100 (\$44,200.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a quarterly basis upon the Consultant’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to Shaker Place. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on November 1, 2024 and shall continue in effect through October 31, 2025. The Agreement may be renewed for (1) additional one-year term, said term to run consecutively to the current term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such sub consultant shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved sub consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. 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 under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received 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 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic

and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any sub consultant authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its 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 Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

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

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that the Consultant is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Consultant 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 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 25. MISCELLANEOUS PROVISIONS

25.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow any and all of the other policies and procedures contained in the RFP.

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

25.3 The Consultant 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.

25.4 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, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

25.5 The County shall bear no responsibility other than that set forth in this Agreement.

ARTICLE 26. HIPAA COMPLIANCE

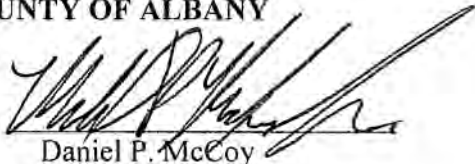
The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof.

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

COUNTY OF ALBANY

Dated: 12/17/24

By:


Daniel P. McCoy

County Executive

or

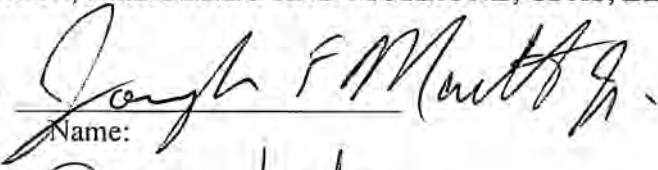
Michael P. McLaughlin

Deputy County Executive

HORAN, MARTELLO AND MORRONE, CPAS, LLP

Dated: Dec 3, 2024

By:


Name:

Pres. dent

Title:

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

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 17th day of December, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, 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, 2025

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

On the 3rd day of December, 2024, before me, the undersigned, personally appeared Joseph F. Martello Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARIA R. MCGOURTY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC4988975
Qualified in Suffolk County
Commission Expires NOVEMBER 25, 2025

Maria R. McGourty
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 or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits not less than \$1,00,000 per occurrence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

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

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

PRODUCER	CONTACT NAME: Marc Beckman	
RSC Insurance Brokerage, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
333 Earle Ovington Blvd.	E-MAIL ADDRESS: mbeckman@risk-strategies.com	
Suite 510		
Uniondale NY 11553	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company (CNA)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
HMM, CPAs LLP
527 Townline Road, Suite 203

Hauppauge NY 11788

COVERAGES

CERTIFICATE NUMBER: CL2462664451

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Accountants Professional Liability			APL-713721616	06/26/2024	06/26/2025	Per Claim / Aggregate \$2,000,000 / \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

County of Albany Albany County Nursing Home
Albany Shaker Road

Albany NY 12211

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2024

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

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

PRODUCER  Mark Smith 141 Conklin Street Farmingdale NY 117352505	CONTACT NAME: Mark Smith PHONE (A/C, No, Ext): 516-293-8684 FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25143
INSURED HMM CPAS LLP 527 TOWNLINE RD STE 203 HAUPPAUGE NY 11788-2833	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			92-AP-4113-9	07/06/2024	07/06/2025	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

County of Albany/Albany County Nursing Home Albany Shaker Road Albany NY 12211	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 This form was system-generated on 12/3/2024
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2024

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

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

PRODUCER OneGroup NY, Inc. 706 N. Clinton St. Syracuse NY 13204	CONTACT NAME: Craig Duncan PHONE (A/C, No, Ext): 315-457-1830 FAX (A/C, No): 315-457-7902 E-MAIL ADDRESS: cduncan@onegroup.com
INSURED HMM & CO., LLP 527 Townline Road Suite 203 Hauppauge NY 11788	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Ind Co INSURER B: HANOVER INSURANCE Co. INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-925801 HMMCPAS-01	NAIC # 22357 22292

COVERAGES

CERTIFICATE NUMBER: 1392988492

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐	SCHEDULED AUTOS ☐				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐	NON-OWNED AUTOS ONLY ☐				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐	OCCUR ☐				EACH OCCURRENCE \$
	EXCESS LIAB ☐	CLAIMS-MADE ☐				AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	01WECBG0EYZ	6/1/2024	6/1/2025	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	employment Practices Liability		LHY-J735845-01	6/1/2024	6/1/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						25k Retention 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

County of Albany
Albany County Nursing Home
Albany Shaker Road
Albany NY 12211

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

AUTHORIZED REPRESENTATIVE

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 3, 2024

County of Albany
Albany County Nursing Home
Albany Shaker Road
ALBANY NY 12211

Account Information:

Policy Holder Details :	HMM CPA's LLP
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



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

1a. Legal Name and address of Insured (use street address only) HMM CPAS LLP 527 TOWNLINE RD STE 203 HAUPPAUGE NY 11788-2833 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (631) 265-6289 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 46-5416249
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany Albany County Nursing Home Albany Shaker Road ALBANY NY 12211	3a. Name of Insurance Carrier Hartford Accident and Indemnity Company 22357 3b. Policy Number of Entity Listed in Box "1a" 01 WEC BG0EYZ 3c. Policy effective period: 06/01/2024 to 06/01/2025 3d. The Proprietor, Partners or Executive Officers are ☒ Included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

Approved by: Sara Seier
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 12/03/2024
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-457-1830

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

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 318

AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, By Resolution No. 260 for 2021, this Honorable Body authorized an agreement with Horan, Martello and Morrone, CPAs, LLP, for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$131,700 for a term commencing November 1, 2021 and ending October 31, 2024, with two one-year options to renew, and

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested authorization to continue this agreement in an amount not to exceed \$44,600 for a term commencing November 1, 2025 and ending October 31, 2026, the second of two one-year options to renew, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Horan, Martello and Morrone, CPAs, LLP, Hauppauge, NY 11788 for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$44,600 for a term commencing November 1, 2025 and ending October 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

The Albany County Department for Aging is seeking authorization to accept grant funding and enter into an MOU with the Department of Social Services for EISEP services. EISEP home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

The purpose of the EISEP program is to provide eligible seniors with assistance with activities of daily living so that they are able to stay at home and be independent as long as they desire to do so. EISEP services are non-medical in-home services meant to address the needs of seniors who are not eligible to receive support from Medicaid or other programs. For many, EISEP services supplement informal family caregiver efforts by providing needed supportive services that allow seniors to continue to live in the comfort of familiar surroundings in their own community. The non-medical in-home services include non-hands on care such as Light Housekeeping; Laundry; Meal Preparation; Escort Assistance; Errands and Shopping, and hands on personal care including Bathing; Grooming; Dressing; Toileting; Transferring and Ambulation; Feeding; Self-Administration of Medication.

Grant funding shall be spent on direct care for seniors: in-home supportive non-medical services will be provided to Albany County residents.

The Albany County Department for Aging will work in coordination with the Department of Social Services to provide:

- An initial screening of individuals eligible for the EISEP program
- An in-home assessment
- Case management
- Individualized care plan development
- The arrangement and coordination of in-home services

- Ongoing client monitoring and follow up

Case management services and assessments will be provided by Department of Social Services staff.

Grant Award Amount – \$947,694.00

Grant Term – 4/1/2025 – 3/31/2026

Funding Source – 75% - State, 25% - County

Budget Amendment – No Mandate – No

Prior Resolution – No. 544

Revenue Account – Aging -AA6772.03781

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6733, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging and enter into a Memorandum of Understanding with Department of Social Services to provide Expanded In Home Services for Elderly Program (EISEP) Services

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 1263592.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 25%

State: 75% Local: 0

County Budget Accounts:

Revenue Account and Line: A36772 0382

Revenue Amount: 947694.00

Appropriation Account and Line: A96772 44046

Appropriation Amount: 1263592.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 544, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Albany County Department for Aging is seeking authorization to accept grant funding and enter into an MOU with the Department of Social Services for EISEP services. EISEP home care services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care.

The purpose of the EISEP program is to provide eligible seniors with assistance with activities of daily living so that they are able to stay at home and be independent as long as they desire to do so. EISEP services are non-medical in-home services meant to address the needs of seniors who are not eligible to receive support from Medicaid or other programs. For many, EISEP services supplement informal family caregiver efforts by providing needed supportive services that allow seniors to continue to live in the comfort of familiar surroundings in their own community. The non-medical in-home services include non-hands on care such as Light Housekeeping; Laundry; Meal Preparation; Escort Assistance; Errands and Shopping, and hands on personal care including Bathing; Grooming; Dressing; Toileting; Transferring and Ambulation; Feeding; Self-Administration of Medication.

Grant funding shall be spent on direct care for seniors: in-home supportive non-medical services will be provided to Albany County residents.

The Albany County Department for Aging will work in coordination with the Department of Social Services to provide:

- An initial screening of individuals eligible for the EISEP program
- An in-home assessment
- Case management
- Individualized care plan development
- The arrangement and coordination of in-home services
- Ongoing client monitoring and follow up

Case management services and assessments will be provided by Department of Social Services staff.

New York State Office For The Aging
EISEP Program
State Fiscal Year 4/1/25-3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Administration</u>	<u>Services</u>	<u>COLA</u>	<u>Supplement</u>	<u>Total Allocation</u>	<u>Local Match- 25%</u>
Albany	74,030	\$74,030	\$765,477	\$21,425	\$86,762	\$947,694	\$255,159
Allegany	12,340	\$20,000	\$155,281	\$4,346	\$15,027	\$194,654	\$51,761
Broome	51,850	\$51,850	\$536,134	\$15,006	\$64,118	\$667,108	\$178,712
Cattaraugus	20,975	\$20,975	\$216,883	\$6,070	\$22,943	\$266,871	\$72,295
Cayuga	20,920	\$20,920	\$216,315	\$6,054	\$24,592	\$267,881	\$72,105
Chautauqua	35,930	\$35,930	\$371,520	\$10,398	\$44,055	\$461,903	\$123,840
Chemung	21,720	\$21,720	\$224,587	\$6,286	\$27,874	\$280,467	\$74,863
Chenango	13,815	\$20,000	\$155,281	\$4,346	\$17,004	\$196,631	\$51,761
Clinton	19,505	\$20,000	\$201,684	\$5,645	\$22,416	\$249,745	\$67,228
Columbia	19,930	\$20,000	\$206,078	\$5,768	\$23,377	\$255,223	\$68,693
Cortland	10,750	\$20,000	\$155,281	\$4,346	\$13,327	\$192,954	\$51,761
Delaware	14,900	\$20,000	\$155,281	\$4,346	\$18,661	\$198,288	\$51,761
Dutchess	75,050	\$75,000	\$776,024	\$21,720	\$82,246	\$954,990	\$258,675
Erie	237,175	\$75,000	\$2,452,412	\$68,640	\$284,300	\$2,880,352	\$817,471
Essex	11,935	\$20,000	\$155,281	\$4,346	\$14,176	\$193,803	\$51,761
Franklin	10,750	\$20,000	\$155,281	\$4,346	\$13,488	\$193,115	\$51,761
Fulton	14,850	\$20,000	\$155,281	\$4,346	\$18,000	\$197,627	\$51,761
Genesee	15,570	\$20,000	\$160,995	\$4,506	\$18,605	\$204,106	\$53,665
Greene	14,965	\$20,000	\$155,281	\$4,346	\$17,254	\$196,881	\$51,761
Herkimer	17,255	\$20,000	\$178,418	\$4,994	\$21,652	\$225,064	\$59,473
Jefferson	22,445	\$22,445	\$232,083	\$6,496	\$26,532	\$287,556	\$77,361
Lewis	7,345	\$20,000	\$155,281	\$4,346	\$8,010	\$187,637	\$51,761
Livingston	15,925	\$20,000	\$164,666	\$4,609	\$18,507	\$207,782	\$54,889
Madison	18,320	\$20,000	\$189,431	\$5,302	\$20,793	\$235,526	\$63,144
Monroe	183,715	\$75,000	\$1,899,630	\$53,168	\$209,918	\$2,237,716	\$633,210
Montgomery	12,830	\$20,000	\$155,281	\$4,346	\$16,423	\$196,050	\$51,761
Nassau	344,485	\$75,000	\$3,562,007	\$99,696	\$408,781	\$4,145,484	\$1,187,336
Niagara	57,455	\$57,455	\$594,090	\$16,628	\$68,667	\$736,840	\$198,030
Oneida	59,555	\$59,555	\$615,804	\$17,236	\$75,357	\$767,952	\$205,268
Onondaga	116,700	\$75,000	\$1,206,689	\$33,774	\$131,402	\$1,446,865	\$402,230
Ontario	31,390	\$31,390	\$324,576	\$9,084	\$34,308	\$399,358	\$108,192
Orange	79,965	\$75,000	\$826,846	\$23,142	\$86,384	\$1,011,372	\$275,616
Orleans	10,265	\$20,000	\$155,281	\$4,346	\$12,537	\$192,164	\$51,761
Oswego	27,615	\$27,615	\$285,542	\$7,992	\$32,141	\$353,290	\$95,181
Otsego	16,785	\$20,000	\$173,558	\$4,858	\$20,644	\$219,060	\$57,853
Putnam	25,115	\$25,115	\$259,691	\$7,268	\$26,563	\$318,637	\$86,564
Rensselaer	39,420	\$39,420	\$407,606	\$11,408	\$44,905	\$503,339	\$135,869
Rockland	71,375	\$71,375	\$738,024	\$20,656	\$85,260	\$915,315	\$246,008
St. Lawrence	26,415	\$26,415	\$273,134	\$7,645	\$31,576	\$338,770	\$91,045
Saratoga	59,740	\$59,740	\$617,717	\$17,289	\$63,337	\$758,083	\$205,906
Schenectady	38,295	\$38,295	\$395,974	\$11,083	\$45,774	\$491,126	\$131,992
Schoharie	8,940	\$20,000	\$155,281	\$4,346	\$10,897	\$190,524	\$51,761
Schuyler	5,405	\$20,000	\$155,281	\$4,346	\$6,322	\$185,949	\$51,761
Seneca	9,030	\$20,000	\$155,281	\$4,346	\$11,123	\$190,750	\$51,761
Steuben	25,320	\$25,320	\$261,811	\$7,328	\$31,587	\$326,046	\$87,271
Suffolk	365,855	\$75,000	\$3,782,975	\$105,880	\$410,886	\$4,374,741	\$1,260,992
Sullivan	20,685	\$20,685	\$213,885	\$5,986	\$24,021	\$264,577	\$71,295
Tioga	13,690	\$20,000	\$155,281	\$4,346	\$16,173	\$195,800	\$51,761
Tompkins	21,540	\$21,540	\$222,726	\$6,234	\$23,122	\$273,622	\$74,242
Ulster	50,120	\$50,120	\$518,245	\$14,505	\$56,290	\$639,160	\$172,749
Warren/Hamilton	22,635	\$40,598	\$368,266	\$10,307	\$25,196	\$444,367	\$122,756
Washington	16,430	\$20,000	\$169,888	\$4,755	\$19,650	\$214,293	\$56,630
Wayne	24,280	\$24,280	\$251,057	\$7,027	\$27,858	\$310,222	\$83,686
Westchester	237,080	\$75,000	\$2,451,429	\$68,612	\$277,184	\$2,872,225	\$817,143
Wyoming	10,525	\$20,000	\$155,281	\$4,346	\$11,835	\$191,462	\$51,761
Yates	6,965	\$20,000	\$155,281	\$4,346	\$8,523	\$188,150	\$51,761
New York City	1,822,605	\$375,000	\$18,845,903	\$527,475	\$2,028,889	\$21,777,267	\$6,281,969
Seneca Nation	375	\$20,000	\$155,281	\$4,346	\$2,318	\$181,945	\$51,761
St. Regis Mohawk	960	\$20,000	\$155,281	\$4,346	\$644	\$180,271	\$51,761
Total	4,641,810	\$2,381,788	\$49,110,119	\$1,374,529	\$5,310,214	\$58,176,650	\$16,370,065

RESOLUTION NO. 544

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE
FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL
SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE
ELDERLY PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Expanded In-Home Services for the Elderly Program (EISEP) in the amount of \$845,907 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used by the Department for Aging in conjunction with the Department of Social Services to provide assessments, case management, and non-medical home care services for older adults in Albany County who are eligible for EISEP services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding EISEP in the amount of \$845,907 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and, be it further

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

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

Adopted by unanimous vote - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.

A handwritten signature in black ink, which appears to read "Michael Chambers". The signature is written in a cursive style with a large initial "M".

Clerk, Albany County Legislature

RESOLUTION NO. 319

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Expanded In-Home Services for the Elderly Program (EISEP) in the amount of \$1,263,592 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used by the Department for Aging in conjunction with the Department of Social Services to provide assessments, case management, and non-medical home care services for older adults in Albany County who are eligible for EISEP services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding EISEP in the amount of \$1,263,592 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide EISEP case management services and assessments, 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

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Community Services for the Elderly (CSE) grant from New York State Office for Aging. This grant funding is used to support programs and services within Albany County that provide transportation for seniors and support social adult daycare programs. In the past contract year adults 60 years and older residing in Albany County received transportation services to and from medical appointments, pharmacies, congregate meal sites, and trips to the grocery store. This grant funding is also used to support the Home Delivered Meal Program.

Grant Award Amount – \$886,381.33
Grant Term – 4/1/2025 – 3/31/2026
Funding Source – 75% - State, 25% - County
Budget Amendment – No Mandate – No
Prior Resolution – No. 263
Revenue Account – Aging -AA6772.03782

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6734, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging for the Community Services for the Elderly Program (CSE)

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 927570.67

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 25%

State: 75% Local: 0

County Budget Accounts:

Revenue Account and Line: A6772.03782

Revenue Amount: 695678.00

Appropriation Account and Line: 44046, 44453

Appropriation Amount: 927570.67

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 542, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

To accept the Community Services for the Elderly (CSE) grant from New York State Office for Aging. This grant funding is used to support programs and services within Albany County that provide transportation for seniors and support social adult daycare programs. In the past contract year adults 60 years and older residing in Albany County received transportation services to and from medical appointments, pharmacies, congregate meal sites, and trips to the grocery store. This grant funding is also used to support the Home Delivered Meal Program.

New York State Office For The Aging
Community Services For The Elderly Program
State Fiscal Year- 4/1/25-3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population</u> <u>60+</u>	<u>Administration</u>	<u>Matched</u> <u>Services</u>	<u>Unmatched</u> <u>Services</u>	<u>COLA</u>	<u>Allocation</u>	<u>Local Match-</u> <u>25%</u>
Albany	74,030	\$74,030	\$549,116	\$55,389	\$17,143	\$695,678	\$183,039
Allegany	12,340	\$20,000	\$91,532	\$9,233	\$2,858	\$123,623	\$30,511
Broome	51,850	\$51,850	\$384,596	\$38,794	\$12,007	\$487,247	\$128,199
Cattaraugus	20,975	\$20,975	\$155,582	\$15,693	\$4,857	\$197,107	\$51,861
Cayuga	20,920	\$20,920	\$155,174	\$15,652	\$4,844	\$196,590	\$51,725
Chautauqua	35,930	\$35,930	\$266,510	\$26,883	\$8,320	\$337,643	\$88,837
Chemung	21,720	\$21,720	\$161,108	\$16,251	\$5,030	\$204,109	\$53,703
Chenango	13,815	\$20,000	\$102,473	\$10,336	\$3,199	\$136,008	\$34,158
Clinton	19,505	\$20,000	\$144,678	\$14,594	\$4,517	\$183,789	\$48,226
Columbia	19,930	\$20,000	\$147,830	\$14,912	\$4,615	\$187,357	\$49,277
Cortland	10,750	\$20,000	\$79,738	\$8,043	\$2,489	\$110,270	\$26,580
Delaware	14,900	\$20,000	\$110,520	\$11,148	\$3,450	\$145,118	\$36,840
Dutchess	75,050	\$75,000	\$556,682	\$56,152	\$17,379	\$705,213	\$185,561
Erie	237,175	\$75,000	\$1,759,241	\$177,454	\$54,922	\$2,066,617	\$586,414
Essex	11,935	\$20,000	\$88,528	\$8,930	\$2,764	\$120,222	\$29,510
Franklin	10,750	\$20,000	\$79,738	\$8,043	\$2,489	\$110,270	\$26,580
Fulton	14,850	\$20,000	\$110,150	\$11,111	\$3,439	\$144,700	\$36,717
Genesee	15,570	\$20,000	\$115,490	\$11,649	\$3,605	\$150,744	\$38,497
Greene	14,965	\$20,000	\$111,003	\$11,197	\$3,465	\$145,665	\$37,001
Herkimer	17,255	\$20,000	\$127,989	\$12,910	\$3,996	\$164,895	\$42,663
Jefferson	22,445	\$22,445	\$166,485	\$16,793	\$5,198	\$210,921	\$55,495
Lewis	7,345	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
Livingston	15,925	\$20,000	\$118,123	\$11,915	\$3,688	\$153,726	\$39,375
Madison	18,320	\$20,000	\$135,888	\$13,707	\$4,242	\$173,837	\$45,296
Monroe	183,715	\$75,000	\$1,362,703	\$137,455	\$42,542	\$1,617,700	\$454,235
Montgomery	12,830	\$20,000	\$95,166	\$9,599	\$2,971	\$127,736	\$31,722
Nassau	344,485	\$75,000	\$2,555,211	\$257,744	\$79,771	\$2,967,726	\$851,737
Niagara	57,455	\$57,455	\$426,171	\$42,988	\$13,305	\$559,919	\$142,057
Oneida	59,555	\$59,555	\$441,748	\$44,559	\$13,791	\$559,653	\$147,250
Onondaga	116,700	\$75,000	\$865,620	\$87,315	\$27,024	\$1,054,959	\$288,540
Ontario	31,390	\$31,390	\$232,835	\$23,486	\$7,269	\$294,980	\$77,612
Orange	79,965	\$75,000	\$593,139	\$59,830	\$18,517	\$746,486	\$197,713
Orleans	10,265	\$20,000	\$76,140	\$7,680	\$2,377	\$106,197	\$25,380
Oswego	27,615	\$27,615	\$204,834	\$20,662	\$6,395	\$259,506	\$68,278
Otsego	16,785	\$20,000	\$124,502	\$12,559	\$3,887	\$160,948	\$41,501
Putnam	25,115	\$25,115	\$186,290	\$18,791	\$5,816	\$236,012	\$62,097
Rensselaer	39,420	\$39,420	\$292,397	\$29,494	\$9,128	\$370,439	\$97,466
Rockland	71,375	\$71,375	\$529,423	\$53,403	\$16,528	\$670,729	\$176,475
St. Lawrence	26,415	\$26,415	\$195,933	\$19,764	\$6,117	\$248,229	\$65,311
Saratoga	59,740	\$59,740	\$443,120	\$44,697	\$13,834	\$561,391	\$147,707
Schenectady	38,295	\$38,295	\$284,052	\$28,652	\$8,868	\$359,867	\$94,684
Schoharie	8,940	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
Schuyler	5,405	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
Seneca	9,030	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
Steuben	25,320	\$25,320	\$187,811	\$18,944	\$5,863	\$237,938	\$62,604
Suffolk	365,855	\$75,000	\$2,713,723	\$273,733	\$84,720	\$3,147,176	\$904,575
Sullivan	20,685	\$20,685	\$153,431	\$15,477	\$4,790	\$194,383	\$51,144
Tioga	13,690	\$20,000	\$101,545	\$10,243	\$3,170	\$134,958	\$33,849
Tompkins	21,540	\$21,540	\$159,773	\$16,116	\$4,988	\$202,417	\$53,258
Ulster	50,120	\$50,120	\$371,764	\$37,500	\$11,606	\$470,990	\$123,922
Warren/Hamilton	22,635	\$40,598	\$224,312	\$22,626	\$7,003	\$294,539	\$74,771
Washington	16,430	\$20,000	\$121,869	\$12,293	\$3,805	\$157,967	\$40,623
Wayne	24,280	\$24,280	\$180,096	\$18,166	\$5,622	\$228,164	\$60,032
Westchester	237,080	\$75,000	\$1,758,537	\$177,383	\$54,900	\$2,065,820	\$586,179
Wyoming	10,525	\$20,000	\$78,069	\$7,875	\$2,437	\$108,381	\$26,023
Yates	6,965	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
New York City	1,822,605	\$375,000	\$13,519,141	\$1,363,672	\$422,054	\$15,679,867	\$4,506,381
Seneca Nation	375	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
St. Regis Mohawk	960	\$20,000	\$71,526	\$7,215	\$2,233	\$100,974	\$23,842
Total	4,641,810	\$2,381,788	\$34,698,211	\$3,500,000	\$1,083,245	\$41,663,244	\$11,566,085

RESOLUTION NO. 542

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE
ELDERLY PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly Program in the amount of \$664,786 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used to support transportation services, social adult daycare programs, and the home-delivered meals program for adults 60 years and older who reside in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly Program in the amount of \$664,786 for the term commencing April 1, 2024 and ending March 31, 2025, 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.

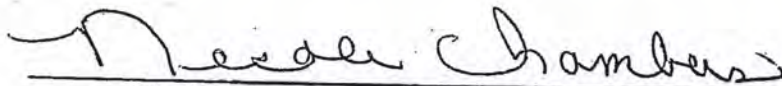
Adopted by unanimous vote - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.



Clerk, Albany County Legislature

RESOLUTION NO. 320

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE COMMUNITY SERVICES FOR THE ELDERLY PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly Program in the amount of \$927,571 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used to support transportation services, social adult daycare programs, and the home-delivered meals program for adults 60 years and older who reside in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Community Services for the Elderly Program in the amount of \$927,571 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding previously known as Supplemental Nutrition Assistance Program, (SNAP) funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. This service shall be provided through a Memorandum of Understanding with Albany County Department of Social Services.

Grant Award Amount – \$706533.00
Grant Term – 4/1/2025 – 3/31/2026
Funding Source – 100% - State
Budget Amendment – No Mandate – No
Prior Resolution – No. 543
Revenue Account – Aging -AA6772.03783

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6735, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant money from New York State Office for Aging for the Wellness In Nutrition (WIN) and approve a Memorandum of Understanding between the Department for Aging and Department of Social Services to provide Central Assessment Services

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 706533.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 0

State: 100% Local: 0

County Budget Accounts:

Revenue Account and Line: 706533.00

Revenue Amount: A6772.03783

Appropriation Account and Line: 706533.00

Appropriation Amount: 44046, 44453

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 543, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

To accept the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding previously known as Supplemental Nutrition Assistance Program, (SNAP) funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. This service shall be provided through a Memorandum of Understanding with Albany County Department of Social Services.

New York State Office For The Aging
Wellness In Nutrition program
State Fiscal Year- 4/1/25-3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Base Allocation</u>	<u>COLA</u>	<u>Final Allocation</u>
Albany	74,030	\$688,163	\$18,370	\$706,533
Allegany	12,340	293,353	7,831	301,184
Broome	51,850	381,613	10,187	391,800
Cattaraugus	20,975	307,689	8,213	315,902
Cayuga	20,920	303,651	8,106	311,757
Chautauqua	35,930	369,023	9,851	378,874
Chemung	21,720	311,032	8,303	319,335
Chenango	13,815	293,415	7,832	301,247
Clinton	19,505	297,700	7,947	305,647
Columbia	19,930	299,683	8,000	307,683
Cortland	10,750	291,482	7,781	299,263
Delaware	14,900	295,689	7,893	303,582
Dutchess	75,050	382,493	10,210	392,703
Erie	237,175	1,587,448	42,375	1,629,823
Essex	11,935	291,657	7,785	299,442
Franklin	10,750	296,463	7,914	304,377
Fulton	14,850	299,254	7,988	307,242
Genesee	15,570	294,803	7,869	302,672
Greene	14,965	293,937	7,846	301,783
Herkimer	17,255	304,429	8,126	312,555
Jefferson	22,445	308,056	8,223	316,279
Lewis	7,345	203,084	5,421	208,505
Livingston	15,925	208,287	5,560	213,847
Madison	18,320	294,931	7,873	302,804
Monroe	183,715	854,267	22,804	877,071
Montgomery	12,830	300,963	8,034	308,997
Nassau	344,485	1,519,501	40,562	1,560,063
Niagara	57,455	387,413	10,342	397,755
Oneida	59,555	681,510	18,192	699,702
Onondaga	116,700	723,560	19,315	742,875
Ontario	31,390	300,967	8,034	309,001
Orange	79,965	671,914	17,936	689,850
Orleans	10,265	288,868	7,711	296,579
Oswego	27,615	309,002	8,249	317,251
Otsego	16,785	298,321	7,963	306,284
Putnam	25,115	208,013	5,553	213,566
Rensselaer	39,420	362,499	9,677	372,176
Rockland	71,375	374,469	9,996	384,465
St. Lawrence	26,415	314,778	8,403	323,181
Saratoga	59,740	312,254	8,335	320,589
Schenectady	38,295	363,891	9,714	373,605
Schoharie	8,940	204,379	5,456	209,835
Schuyler	5,405	199,495	5,325	204,820
Seneca	9,030	204,224	5,452	209,676
Steuben	25,320	311,748	8,322	320,070
Suffolk	365,855	1,410,205	37,644	1,447,849
Sullivan	20,685	303,832	8,110	311,942
Tioga	13,690	206,024	5,500	211,524
Tompkins	21,540	294,790	7,869	302,659
Ulster	50,120	368,264	9,830	378,094
Warren/Hamilton	22,635	297,773	7,949	305,722
Washington	16,430	295,347	7,884	303,231
Wayne	24,280	301,161	8,039	309,200
Westchester	237,080	1,505,401	40,185	1,545,586
Wyoming	10,525	205,646	5,490	211,136
Yates	6,965	202,741	5,412	208,153
New York City	1,822,605	15,564,918	415,490	15,980,406
Seneca Nation	375	99,407	2,654	102,061
St. Regis Mohawk	960	99,452	2,655	102,107
Total	4,641,810	39,244,332	1,047,590	\$40,291,920

RESOLUTION NO. 543

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE
FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL
SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$665,533 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding will be used by the Department for Aging in conjunction with the Department of Social Services to provide home-delivered meal services to eligible seniors in Albany County, as well as the assessments required for the provision of those meals, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$665,533 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

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

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

Adopted by unanimous vote - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.

A handwritten signature in cursive script, reading "Nicole Chamberlain", written in dark ink over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 321

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY DEPARTMENT OF SOCIAL SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$706,533 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has indicated that the funding will be used by the Department for Aging in conjunction with the Department of Social Services to provide home-delivered meal services to eligible seniors in Albany County, as well as the assessments required for the provision of those meals, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$706,533 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for a term commencing April 1, 2025 and ending March 31, 2026, 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

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

To accept grant funding and for Albany County Department for Aging to enter into a Memorandum of Understanding with the Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program. NY Connects is an essential component of the State's efforts to rebalance the long-term services and support systems so that people can live independently and remain at home and in their communities.

NY Connect services are available to older adults and their caregivers. The core functions of NY Connects include; the provision of the NY Connects No Wrong Door Screening Process, information and assistance, application and enrollment assistance for public benefit programs, coordination with other agencies to guide individuals through the eligibility processes, counseling options, care transitions, and data collection and reporting.

Grant Award Amount – \$400,821.00
Grant Term – 4/1/2025 – 3/31/2026
Budget Amendment – No Mandate – No

Funding Source – 100% - State
Revenue Account – Aging -AA6772, 03789
Prior Resolution – No. 548

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6736, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging and enter into a Memorandum of Understanding with Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 400821.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 0

State: 100% Local: 0

County Budget Accounts:

Revenue Account and Line: A6772.03789

Revenue Amount: 400821.00

Appropriation Account and Line: 44046

Appropriation Amount: 400821.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☒
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 548, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Enter text.To accept grant funding and for Albany County Department for Aging to enter into a Memorandum of Understanding with the Albany County Department of Social Services for the NY Connects Expansion and Enhancement Program. NY Connects is an essential component of the State's efforts to rebalance the long-term services and support systems so that people can live independently and remain at home and in their communities.

NY Connect services are available to older adults and their caregivers. The core functions of NY Connects include: the provision of the NY Connects No Wrong Door Screening Process, information and assistance, application and enrollment assistance for public benefit programs, coordination with other agencies to guide individuals through the eligibility processes, counseling options, care transitions, and data collection and reporting.

New York State Office for the Aging
New York Connects Expansion and Enhancement Program
Final Allocation Schedule
Program Period - 4/1/25-3/31/26

<u>Area Agency on Aging</u>	<u>Total Allocation</u>
Albany	\$400,821
Allegany	255,522
Broome	446,202
Cattaraugus	303,619
Cayuga	239,769
Chautauqua	448,594
Chemung	306,812
Chenango	241,982
Clinton	307,611
Columbia	163,196
Cortland	255,522
Delaware	196,202
Dutchess	502,514
Eric	665,595
Essex	255,522
Franklin	246,752
Fulton	254,724
Genesee	254,724
Greene	254,724
Herkimer	308,407
Jefferson	201,117
Lewis	256,318
Livingston	224,517
Madison	199,221
Monroe	727,943
Montgomery	219,326
Nassau	505,514
Niagara	308,534
Oneida	501,715
Onondaga	737,510
Ontario	307,611
Orange	498,524
Orleans	217,766
Oswego	286,346
Otsego	195,256
Putnam	272,402
Rensselaer	325,202
Rockland	501,715
St. Lawrence	261,485
Saratoga	447,794
Schenectady	448,594
Schoharie	255,522
Schuyler	159,095
Seneca	257,822
Steuben	239,846
Suffolk	707,204
Sullivan	307,611
Tioga	159,095
Tompkins	308,407
Ulster	283,888
Warren/Hamilton	224,678
Washington	254,724
Wayne	307,611
Westchester	721,562
Wyoming	194,167
Yates	201,664
New York City	4,140,423
Seneca Nation	134,779
St. Regis	69,678
Total Allocation	\$22,881,000

RESOLUTION NO. 548

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE
FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL
SERVICES REGARDING THE NY CONNECTS EXPANSION AND
ENHANCEMENT PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging (NYSOFA) regarding the NY Connects Expansion and Enhancement Program in the amount of \$400,821 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services in the amount of \$360,821 for administration of the NY Connects Program, and

WHEREAS, The Commissioner has indicated that the funding from NYSOFA, \$39,460 of which will be retained by the Department for Aging for department administration, will be used by the Department for Aging in conjunction with the Department of Social Services to support the delivery of NY Connects services to older adults and individuals of any age with disabilities who are in need of long-term services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement Program in the amount of \$400,821 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services in the amount of \$360,821 for administration of the NY Connects Program, and, be it further

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

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

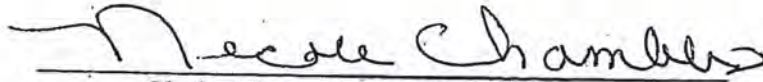
Adopted by unanimous vote – 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.


Clerk, Albany County Legislature

RESOLUTION NO. 322

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES REGARDING THE NY CONNECTS EXPANSION AND ENHANCEMENT PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging (NYSOFA) regarding the NY Connects Expansion and Enhancement Program in the amount of \$400,821 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services in the amount of \$360,821 for administration of the NY Connects Program, and

WHEREAS, The Commissioner has indicated that the funding from NYSOFA, \$39,460 of which will be retained by the Department for Aging for department administration, will be used by the Department for Aging in conjunction with the Department of Social Services to support the delivery of NY Connects services to older adults and individuals of any age with disabilities who are in need of long-term services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement Program in the amount of \$400,821 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services in the amount of \$360,821 for administration of the NY Connects Program, 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

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Health Insurance Information Counseling and Assistance Program (HIICAP) grant from the New York State Office for Aging. This grant funding provides assistance and guidance in understanding the benefits available under Health Insurance Plans for older adults 60 years and older and their caregivers residing in Albany County. HIICAP services also include health insurance counseling and information on individual needs on Medicare, EPIC plans, Medicare Supplement coverage and Long Term Care insurance and planning.

Grant Award Amount – \$34,043.00
Grant Term – 4/1/2025 to 3/31/2026
Funding Source – Federal - 100%
Budget Amendment – No Mandate – No
Prior Resolution – No. 545
Revenue Account – A6772.03411

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6737, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging for the Health Insurance Information Counseling and Assistance Program (HIICAP)

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 34043.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 0

State: 100% Local: 0

County Budget Accounts:

Revenue Account and Line: A6772.03411

Revenue Amount: 34043.00

Appropriation Account and Line: 44046

Appropriation Amount: 34043.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 545, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

To accept the Health Insurance Information Counseling and Assistance Program (HIICAP) grant from the New York State Office for Aging. This grant funding provides assistance and guidance in understanding the benefits available under Health Insurance Plans for older adults 60 years and older and their caregivers residing in Albany County. HIICAP services also include health insurance counseling and information on individual needs on Medicare, EPIC plans, Medicare Supplement coverage and Long Term Care insurance and planning.

New York State Office for the Aging
Health Insurance Information, Counseling and Assistance Program
State Fiscal Year 4/1/25-3/31/26
Final Allocation Schedule

Area Agency on Aging		Federal Allocation	Total
Albany	\$14,697	\$19,346	\$34,043
Allegany	\$14,697	\$19,346	\$34,043
Broome	\$14,697	\$19,346	\$34,043
Cattaraugus	\$14,697	\$19,346	\$34,043
Cayuga	\$14,697	\$19,346	\$34,043
Chautauqua	\$14,697	\$19,346	\$34,043
Chemung	\$14,697	\$19,346	\$34,043
Chenango	\$14,697	\$19,346	\$34,043
Clinton	\$14,697	\$19,346	\$34,043
Columbia	\$14,697	\$19,346	\$34,043
Cortland	\$14,697	\$19,346	\$34,043
Delaware	\$14,697	\$19,346	\$34,043
Dutchess	\$14,697	\$19,346	\$34,043
Erie	\$14,697	\$46,335	\$61,032
Essex	\$14,697	\$19,346	\$34,043
Franklin	\$14,697	\$19,346	\$34,043
Fulton	\$14,697	\$19,346	\$34,043
Genesee	\$14,697	\$19,346	\$34,043
Greene	\$14,697	\$19,346	\$34,043
Herkimer	\$14,697	\$19,346	\$34,043
Jefferson	\$14,697	\$19,346	\$34,043
Lewis	\$14,697	\$19,346	\$34,043
Livingston	\$14,697	\$19,346	\$34,043
Madison	\$14,697	\$19,346	\$34,043
Monroe	\$14,697	\$35,260	\$49,957
Montgomery	\$14,697	\$19,346	\$34,043
Nassau	\$17,031	\$57,032	\$74,063
Niagara	\$14,697	\$19,346	\$34,043
Oneida	\$14,697	\$19,346	\$34,043
Onondaga	\$14,697	\$22,527	\$37,224
Ontario	\$14,697	\$19,346	\$34,043
Orange	\$14,697	\$19,346	\$34,043
Orleans	\$14,697	\$19,346	\$34,043
Oswego	\$14,697	\$19,346	\$34,043
Otsego	\$14,697	\$19,346	\$34,043
Putnam	\$14,697	\$19,346	\$34,043
Rensselaer	\$14,697	\$19,346	\$34,043
Rockland	\$14,697	\$19,346	\$34,043
St. Lawrence	\$14,697	\$19,346	\$34,043
Saratoga	\$14,697	\$19,346	\$34,043
Schenectady	\$14,697	\$19,346	\$34,043
Schoharie	\$14,697	\$19,346	\$34,043
Schuyler	\$14,697	\$19,346	\$34,043
Seneca	\$14,697	\$19,346	\$34,043
Steuben	\$14,697	\$19,346	\$34,043
Suffolk	\$18,467	\$61,839	\$80,306
Sullivan	\$14,697	\$19,346	\$34,043
Tioga	\$14,697	\$19,346	\$34,043
Tompkins	\$14,697	\$19,346	\$34,043
Ulster	\$14,697	\$19,346	\$34,043
Warren/Hamilton	\$29,394	\$38,692	\$68,086
Washington	\$14,697	\$19,346	\$34,043
Wayne	\$14,697	\$19,346	\$34,043
Westchester	\$14,697	\$44,477	\$59,174
Wyoming	\$14,697	\$19,346	\$34,043
Yates	\$14,697	\$19,346	\$34,043
New York City	\$141,471	\$473,751	\$615,222
Seneca Nation	\$7,348	\$9,673	\$17,021
St. Regis	\$7,348	\$9,673	\$17,021
Total	\$1,000,000	\$1,747,213	\$2,747,213

RESOLUTION NO. 545

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE HEALTH INSURANCE
INFORMATION, COUNSELING, AND ASSISTANCE PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling, and Assistance Program in the amount of \$34,160 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding will be used to help Albany County seniors and their caregivers understand the benefits available to them under health insurance plans for adults aged 60 years and older, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling, and Assistance Program in the amount of \$34,160 for the term commencing April 1, 2024 and ending March 31, 2025, 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 - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.

Nicole Chambers
Clerk, Albany County Legislature

RESOLUTION NO. 323

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE HEALTH INSURANCE INFORMATION, COUNSELING, AND ASSISTANCE PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling, and Assistance Program in the amount of \$34,043 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has indicated that the funding will be used to help Albany County seniors and their caregivers understand the benefits available to them under health insurance plans, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Health Insurance Information, Counseling, and Assistance Program in the amount of \$34,043 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

Accept the AAA State Transportation grant from New York State Office for Aging. This grant funding provides vital transportation services for older adults residing in Albany County. This will allow transportation services for non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults residing in Albany County. Transportation to vital services includes; medical appointments, pharmacy, grocery shopping and/or food pantry, adult day care, and congregate meal sites. Through this state funded grant, this supplements the transportation services that are primarily funded through the Community Services for the Elderly Program (CSE) grant.

Grant Award Amount – 16455.00

Grant Term – 4/1/2025 – 3/31/2026

Funding Source – 100% - State

Budget Amendment – No Mandate – No

Prior Resolution – No. 541

Revenue Account – Aging -AA6772.03787

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6738, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging for AAA Transportation Program

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah c. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Office for Aging, Two Empire State Plaza, Albany, New York 12223-1251

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026

Amount/Raise Schedule/Fee: 16455.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 0 County: 0

State: 100% Local: 0

County Budget Accounts:

Revenue Account and Line: A6772.03787

Revenue Amount: 16455.00

Appropriation Account and Line: 44046

Appropriation Amount: 16455.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒**Previous requests for Identical or Similar Action:**

Resolution/Law Number and Date: No. 541, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Accept the AAA State Transportation grant from New York State Office for Aging. This grant funding provides vital transportation services for older adults residing in Albany County. This will allow transportation services for non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults residing in Albany County. Transportation to vital services includes; medical appointments, pharmacy, grocery shopping and/or food pantry, adult day care, and congregate meal sites. Through this state funded grant, this supplements the transportation services that are primarily funded through the Community Services for the Elderly Program (CSE) grant.

New York State Office For The Aging
State Transportation Program
State Fiscal Year 4/1/25 - 3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Final Allocation</u>
Albany	74,030	\$16,455
Allegany	12,340	\$5,600
Broome	51,850	\$11,525
Cattaraugus	20,975	\$5,600
Cayuga	20,920	\$5,600
Chautauqua	35,930	\$7,986
Chemung	21,720	\$5,600
Chenango	13,815	\$5,600
Clinton	19,505	\$5,600
Columbia	19,930	\$5,600
Cortland	10,750	\$5,600
Delaware	14,900	\$5,600
Dutchess	75,050	\$16,682
Erie	237,175	\$52,718
Essex	11,935	\$5,600
Franklin	10,750	\$5,600
Fulton	14,850	\$5,600
Genesee	15,570	\$5,600
Greene	14,965	\$5,600
Herkimer	17,255	\$5,600
Jefferson	22,445	\$5,600
Lewis	7,345	\$5,600
Livingston	15,925	\$5,600
Madison	18,320	\$5,600
Monroe	183,715	\$40,835
Montgomery	12,830	\$5,600
Nassau	344,485	\$76,570
Niagara	57,455	\$12,771
Oneida	59,555	\$13,238
Onondaga	116,700	\$25,939
Ontario	31,390	\$6,977
Orange	79,965	\$17,774
Orleans	10,265	\$5,600
Oswego	27,615	\$6,138
Otsego	16,785	\$5,600
Putnam	25,115	\$5,600
Rensselaer	39,420	\$8,762
Rockland	71,375	\$15,865
St. Lawrence	26,415	\$5,871
Saratoga	59,740	\$13,279
Schenectady	38,295	\$8,512
Schoharie	8,940	\$5,600
Schuyler	5,405	\$5,600
Seneca	9,030	\$5,600
Steuben	25,320	\$5,628
Suffolk	365,855	\$81,320
Sullivan	20,685	\$5,600
Tioga	13,690	\$5,600
Tompkins	21,540	\$5,600
Ulster	50,120	\$11,140
Warren/Hamilton	22,635	\$11,200
Washington	16,430	\$5,600
Wayne	24,280	\$5,600
Westchester	237,080	\$52,697
Wyoming	10,525	\$5,600
Yates	6,965	\$5,600
New York City	1,822,605	\$405,118
Seneca Indian Res.	375	\$5,600
St. Regis Mohawk	960	\$5,600
Total	4,641,810	1,121,000

RESOLUTION NO. 541

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION
PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding will be used to support vital transportation services for adults 60 years and older residing in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,926 for the term commencing April 1, 2024 and ending March 31, 2025, 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.

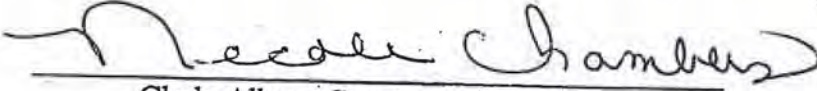
Adopted by unanimous vote - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.


Clerk, Albany County Legislature

RESOLUTION NO. 324

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE AAA STATE TRANSPORTATION PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,455 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has indicated that the funding will be used to support vital transportation services for adults 60 years and older residing in Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of \$16,455 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following:
To accept the Congregate Services Initiative (CSI) grant from the New York State Office for Aging. This grant funding allows the ACDFA to provide beneficial congregate services initiatives for our older adults attending congregate meal sites in Albany County. The services provided respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the community and which seek to prevent the well elderly from requiring more intensive services such as those provided under expanded non-medical in-home services and non-institutional respite service.

Grant funding is used to support a range of services supported by the CSI grant which include but are not limited to; information and assistance, transportation, socialization, education, and health and wellness activities as well as caregiver support for families. These service initiatives promote wellness and ensure that older adults do not face unnecessary isolation and deterioration.

Grant Award Amount – \$6,350.00	Funding Source – 75% - State, 25% - County
Grant Term – 4/1/2025 – 3/31/2026	Revenue Account – Aging -AA6772.03785
Budget Amendment – No	Mandate – No
Prior Resolution – No. 546	

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6740, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from New York State Office for Aging for Congregate Services Initiative (CSI)

Date: 7/28/2025

Department: Aging

Attending Meeting: Deborah C. Riitano, Commissioner

Submitted By: Patrick Dillon

Title: Contract Administrator

Phone: 518 447 7733

Purpose of Request: Contract Authorization Grant Acceptance

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) 4/1/2025 - 3/31/2026
Amount/Raise Schedule/Fee: 8466.67

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0 County: 25%
State: 75% Local: 0

County Budget Accounts:

Revenue Account and Line: A6772.03785
Revenue Amount: 6350.00
Appropriation Account and Line: 44046
Appropriation Amount: 8466.67

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒**Previous requests for Identical or Similar Action:**

Resolution/Law Number and Date: No. 546, 9/9/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department for Aging is requesting the Legislature's approval for the following; To accept the Congregate Services Initiative (CSI) grant from the New York State Office for Aging. This grant funding allows the ACDFA to provide beneficial congregate services initiatives for our older adults attending congregate meal sites in Albany County. The services provided respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the community and which seek to prevent the well elderly from requiring more intensive services such as those provided under expanded non-medical in-home services and non-institutional respite service.

Grant funding is used to support a range of services supported by the CSI grant which include but are not limited to; information and assistance, transportation, socialization, education, and health and wellness activities as well as caregiver support for families. These service initiatives promote wellness and ensure that older adults do not face unnecessary isolation and deterioration.

New York State Office For The Aging
Congregate Services Initiative Program
State Fiscal Year 4/1/25-3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Allocation</u>	<u>Local Match- 25%</u>
Albany	74,030	\$6,350	\$2,118
Allegany	12,340	\$1,058	\$354
Broome	51,850	\$4,447	\$1,483
Cattaraugus	20,975	\$1,799	\$601
Cayuga	20,920	\$1,794	\$599
Chautauqua	35,930	\$3,082	\$1,028
Chemung	21,720	\$1,863	\$622
Chenango	13,815	\$1,185	\$396
Clinton	19,505	\$1,673	\$559
Columbia	19,930	\$1,709	\$571
Cortland	10,750	\$1,000	\$334
Delaware	14,900	\$1,278	\$427
Dutchess	75,050	\$6,437	\$2,147
Erie	237,175	\$20,344	\$6,782
Essex	11,935	\$1,024	\$342
Franklin	10,750	\$1,000	\$334
Fulton	14,850	\$1,274	\$426
Genesee	15,570	\$1,336	\$446
Greene	14,965	\$1,284	\$429
Herkimer	17,255	\$1,480	\$494
Jefferson	22,445	\$1,925	\$643
Lewis	7,345	\$1,000	\$334
Livingston	15,925	\$1,366	\$456
Madison	18,320	\$1,571	\$525
Monroe	183,715	\$15,758	\$5,254
Montgomery	12,830	\$1,100	\$368
Nassau	344,485	\$29,548	\$9,850
Niagara	57,455	\$4,928	\$1,644
Oneida	59,555	\$5,108	\$1,704
Onondaga	116,700	\$10,010	\$3,338
Ontario	31,390	\$2,692	\$898
Orange	79,965	\$6,859	\$2,287
Orleans	10,265	\$1,000	\$334
Oswego	27,615	\$2,369	\$791
Otsego	16,785	\$1,440	\$481
Putnam	25,115	\$2,154	\$719
Rensselaer	39,420	\$3,381	\$1,128
Rockland	71,375	\$6,122	\$2,042
St. Lawrence	26,415	\$2,266	\$756
Saratoga	59,740	\$5,124	\$1,709
Schenectady	38,295	\$3,285	\$1,096
Schoharie	8,940	\$1,000	\$334
Schuyler	5,405	\$1,000	\$334
Seneca	9,030	\$1,000	\$334
Steuben	25,320	\$2,172	\$725
Suffolk	365,855	\$31,381	\$10,461
Sullivan	20,685	\$1,774	\$592
Tioga	13,690	\$1,174	\$392
Tompkins	21,540	\$1,848	\$617
Ulster	50,120	\$4,299	\$1,434
Warren/Hamilton	22,635	\$2,767	\$924
Washington	16,430	\$1,409	\$471
Wayne	24,280	\$2,083	\$695
Westchester	237,080	\$20,335	\$6,779
Wyoming	10,525	\$1,000	\$334
Yates	6,965	\$1,000	\$334
New York City	1,822,605	\$156,335	\$52,113
Seneca Nation	375	\$1,000	\$334
St. Regis Mohawk	960	\$1,000	\$334
Total	4,641,810	\$403,000	\$134,390

RESOLUTION NO. 546

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
FOR THE AGING REGARDING CONGREGATE SERVICES INITIATIVE
FUNDING

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding Congregate Services Initiative funding in the amount of \$6,512 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used to support a range of services including, but not limited to, information and assistance, transportation, socialization, education, and health and wellness activities for older adults in Albany County as well as caregiver support for families, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding Congregate Services Initiative funding in the amount of \$6,512 for the term commencing April 1, 2024 and ending March 31, 2025, 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 – 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers", written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 325

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING CONGREGATE SERVICES INITIATIVE FUNDING

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding Congregate Services Initiative funding in the amount of \$6,350 for a term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Commissioner has indicated that the funding, which requires a 25% County match, will be used to support a range of services including, but not limited to, information and assistance, transportation, socialization, education, and health and wellness activities for older adults in Albany County as well as caregiver support for families, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding Congregate Services Initiative funding in the amount of \$6,350 for a term commencing April 1, 2025 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
112 STATE STREET
ALBANY, NEW YORK 12207
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

July 28, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department for Aging is requesting the Legislature's approval for the following;

To amend the Memorandum of Understanding with Albany County Department of Social Services (DSS) which is funded through the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. DSS has advised that there has been a steady increase in the amount of assessments/reassessments in the program.

Grant Award Amount – \$50,001.00
Grant Term – 4/1/2024 – 3/31/2025
Funding Source – 100% - State
Budget Amendment – No Mandate – No
Prior Resolution – No. 543
Revenue Account – Aging -AA6772.03783

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6742, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Amend Department of Social Services Central Assessment Memorandum of Understanding for the provision of additional case management units

Date: 7/28/2025
Department: Aging
Attending Meeting: Deborah C. Riitano, Commissioner
Submitted By: Patrick Dillon
Title: Contract Administrator
Phone: 518 447 7733

Purpose of Request: Contract Authorization Amendment

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Department of Social Services, 162 Washington Avenue, Albany, New York 12210

Term: (Start/end date or duration) 4/1/2024 - 3/31/2025
Amount/Raise Schedule/Fee: 50001.00

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 100% County: 0
State: 0 Local: 0

County Budget Accounts:

Revenue Account and Line: A36772.03783
Revenue Amount: 50001.00
Appropriation Account and Line: 44453
Appropriation Amount: 50001.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: No. 543

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

To amend the Memorandum of Understanding with Albany County Department of Social Services (DSS) which is funded through the Wellness in Nutrition (WIN), grant from New York State Office for Aging. This grant funding funds the home delivered meal program to eligible older adults residing in Albany County. The Home Delivered Meal Program requires qualified professionals to assess program eligibility and perform a Minimum Data Set (MDS) Assessment. DSS has advised that there has been a steady increase in the amount of assessments/reassessments in the program.

New York State Office For The Aging
Wellness In Nutrition program
State Fiscal Year- 4/1/25-3/31/26
Final Allocation Schedule

<u>Area Agency on Aging</u>	<u>Population 60+</u>	<u>Base Allocation</u>	<u>COLA</u>	<u>Final Allocation</u>
Albany	74,030	\$688,163	\$18,370	\$706,533
Allegany	12,340	293,353	7,831	301,184
Broome	51,850	381,613	10,187	391,800
Cattaraugus	20,975	307,689	8,213	315,902
Cayuga	20,920	303,651	8,106	311,757
Chautauqua	35,930	369,023	9,851	378,874
Chemung	21,720	311,032	8,303	319,335
Chenango	13,815	293,415	7,832	301,247
Clinton	19,505	297,700	7,947	305,647
Columbia	19,930	299,683	8,000	307,683
Cortland	10,750	291,482	7,781	299,263
Delaware	14,900	295,689	7,893	303,582
Dutchess	75,050	382,493	10,210	392,703
Erie	237,175	1,587,448	42,375	1,629,823
Essex	11,935	291,657	7,785	299,442
Franklin	10,750	296,463	7,914	304,377
Fulton	14,850	299,254	7,988	307,242
Genesee	15,570	294,803	7,869	302,672
Greene	14,965	293,937	7,846	301,783
Herkimer	17,255	304,429	8,126	312,555
Jefferson	22,445	308,056	8,223	316,279
Lewis	7,345	203,084	5,421	208,505
Livingston	15,925	208,287	5,560	213,847
Madison	18,320	294,931	7,873	302,804
Monroe	183,715	854,267	22,804	877,071
Montgomery	12,830	300,963	8,034	308,997
Nassau	344,485	1,519,501	40,562	1,560,063
Niagara	57,455	387,413	10,342	397,755
Oneida	59,555	681,510	18,192	699,702
Onondaga	116,700	723,560	19,315	742,875
Ontario	31,390	300,967	8,034	309,001
Orange	79,965	671,914	17,936	689,850
Orleans	10,265	288,868	7,711	296,579
Oswego	27,615	309,002	8,249	317,251
Otsego	16,785	298,321	7,963	306,284
Putnam	25,115	208,013	5,553	213,566
Rensselaer	39,420	362,499	9,677	372,176
Rockland	71,375	374,469	9,996	384,465
St. Lawrence	26,415	314,778	8,403	323,181
Saratoga	59,740	312,254	8,335	320,589
Schenectady	38,295	363,891	9,714	373,605
Schoharie	8,940	204,379	5,456	209,835
Schuyler	5,405	199,495	5,325	204,820
Seneca	9,030	204,224	5,452	209,676
Steuben	25,320	311,748	8,322	320,070
Suffolk	365,855	1,410,205	37,644	1,447,849
Sullivan	20,685	303,832	8,110	311,942
Tioga	13,690	206,024	5,500	211,524
Tompkins	21,540	294,790	7,869	302,659
Ulster	50,120	368,264	9,830	378,094
Warren/Hamilton	22,635	297,773	7,949	305,722
Washington	16,430	295,347	7,884	303,231
Wayne	24,280	301,161	8,039	309,200
Westchester	237,080	1,505,401	40,185	1,545,586
Wyoming	10,525	205,646	5,490	211,136
Yates	6,965	202,741	5,412	208,153
New York City	1,822,605	15,564,918	415,490	15,980,406
Seneca Nation	375	99,407	2,654	102,061
St. Regis Mohawk	960	99,452	2,655	102,107
Total	4,641,810	39,244,332	1,047,590	\$40,291,920

RESOLUTION NO. 543

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE
FOR THE AGING AND THE ALBANY COUNTY DEPARTMENT OF SOCIAL
SERVICES REGARDING THE WELLNESS IN NUTRITION PROGRAM

Introduced: 9/9/24

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$665,533 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has also requested authorization to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner has indicated that the funding will be used by the Department for Aging in conjunction with the Department of Social Services to provide home-delivered meal services to eligible seniors in Albany County, as well as the assessments required for the provision of those meals, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office for the Aging regarding the Wellness in Nutrition Program in the amount of \$665,533 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an interdepartmental agreement with the Department of Social Services to provide assessment services in the amount of \$52,500 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

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

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

Adopted by unanimous vote - 9/9/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of September, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of September, 2024.

A handwritten signature in cursive script, reading "Nicole Chamberlain", written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 326

AMENDING RESOLUTION NO. 543 FOR 2024 REGARDING THE WELLNESS IN NUTRITION PROGRAM

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, By Resolution No. 543 for 2024, this Honorable Body authorized an agreement with the New York State Office for Aging regarding the Wellness in Nutrition Program in the amount of \$665,533 for a term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the aforementioned agreement in the amount of \$50,001 for a new total grant amount of \$715,534 regarding the Home Delivered Meals Program, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 543 for 2024 is amended to reflect an increase of \$50,001 for a new total grant amount of \$715,534 regarding the Home Delivered Meals Program, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

August 5, 2025

Hon. Joanne Cunningham,
Chairwoman Albany County Legislature
112 State Street.,
Rm 710 Albany, NY 12207

Chairwoman Cunningham,

I am respectfully requesting to amend the budget of the Department of Aging to create the necessary lines for the Albany County Community and Senior Center.

Amendment as follows:

Increase A6772.1.1029.001	\$22,500
Increase A6772.1.9970	\$20,000
Increase A6772.2.2999	\$15,000
Increase A6772.4.4046	\$20,000
Decrease A6772.1.9900	\$8,000
Decrease A6772.1.2180.001	\$20,000
Decrease A6772.4.4425	\$39,500

This amendment will afford the County the personnel and resources to adequately create and maintain a center that will contribute to the community.

Please do not hesitate to reach out with any questions.

Sincerely,

Daniel P. McCoy Albany County Executive

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6765, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment to create positions and additional lines within Aging Dept. for the Albany County Community and Senior Center

Date: 08/05/2025
Department: County Executive
Attending Meeting: Jack Rosenzweig
Submitted By: Jack Rosenzweig
Title: Policy Analyst
Phone: 518-447-7043

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: 100
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A6772 02770
Revenue Amount: 10,000
Appropriation Account and Line: Multiple Lines
Appropriation Amount: 77,500

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This budget amendment is to create positions and additional lines within the County Department for Aging for the Albany County Community and Senior Center. This center will be on the former St. Rose campus, repurposing the college's library.

APPROPRIATIONS														
BUDGET LINE					DESCRIPTION		INCREASE		DECREASE		UNIT COST		DEPARTMENT NAME	
FUND	ORG	OBJ	PROJ	FOR POSITIONS ONLY										
				STATE POS. CODE	POSITION CONTROL									
A	6772	11029	SRCTR	001	520128	Executive Director		\$22,500			\$90,000.00		Aging	
A	6772	19970	SRCTR			Temp Help		\$20,000			\$20,000.00		Aging	
A	6772	22999	SRCTR			Miscellaneous Equipment		\$15,000			\$15,000.00		Aging	
A	6772	44046	SRCTR			Fees for Services		\$20,000			\$20,000.00		Aging	
A	6772	19900				Overtime			\$8,000		\$3,589.00			
A	6772	12180		001	500019	Registered Dietician in Aging			\$20,000		\$71,891.00			
A	6772	44425				EISEP			\$39,500		\$1,272,896.00			
TOTAL APPROPRIATIONS								\$77,500			\$67,500			

ESTIMATED REVENUES												
BUDGET LINE			DESCRIPTION			DECREASE		INCREASE		UNIT COST		DEPARTMENT NAME
FUND	ORG	OBJ	FOR POSITIONS ONLY									
			STATE POS. CODE	POSITION CONTROL								
A	6772	02770	SRC			Other Unclassified Revenue			\$10,000	\$10,000.00		Aging
TOTAL REVENUES												
						\$0		\$10,000				
GRAND TOTAL												
						\$77,500		\$77,500				

RESOLUTION NO. 327

AMENDING THE 2025 DEPARTMENT FOR AGING BUDGET: ALBANY COUNTY COMMUNITY AND SENIOR CENTER

Introduced: 9/8/25

By Rosano, Laurilliard, Ricard and Conway:

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the 2025 Department for Aging Budget to create positions and additional budget lines for the creation and maintenance of the Albany County Community and Senior Center, and

WHEREAS, The Commissioner indicated that the new Community and Senior Center will repurpose the former St. Rose College campus library, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2025 Department for Aging Budget is hereby amended as follows:

APPROPRIATIONS											
BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
FUND	ORG	OBJ	PROJ	FOR POSITIONS ONLY							
				POS. CODE	POSITION CONTROL						
	A	6772	11029	SRCTR	001	520128	Executive Director	\$22,500		\$90,000.00	Aging
	A	6772	19970	SRCTR			Temp Help	\$20,000		\$20,000.00	Aging
	A	6772	22999	SRCTR			Miscellaneous Equipment	\$15,000		\$15,000.00	Aging
	A	6772	44046	SRCTR			Fees for Services	\$20,000		\$20,000.00	Aging
	A	6772	19900				Overtime		\$8,000	\$3,589.00	
	A	6772	12180		001	500019	Registered Dietician in Aging		\$20,000	\$71,891.00	
	A	6772	44425				EISEP		\$39,500	\$1,272,896.00	
							TOTAL APPROPRIATIONS	\$77,500	\$67,500		
ESTIMATED REVENUES											
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
FUND	ORG	OBJ		FOR POSITIONS ONLY							
				POS. CODE	POSITION CONTROL						
	A	6772	02770	SRCTR			Other Unclassified Revnue		\$10,000	\$10,000.00	Aging
							TOTAL REVENUES	\$0	\$10,000		
							GRAND TOTAL	\$77,500	\$77,500		

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

MICHAEL P. McLAUGHLIN JR
DEPUTY COUNTY EXECUTIVE

COUNTY of ALBANY
CRIME VICTIM and SEXUAL VIOLENCE CENTER

112 State Street, Room 1010
Albany, New York 12207-2077
Office: (518) 447-7100 Fax: (518) 447-7102
24-Hour Sexual Assault Hotline: (518) 447-7716
cvsvc@albanycountyny.gov
www.albanycounty.com/cvsvc
e-mail: cvsvc@albanycounty.com

AMANDA WINGLE
DIRECTOR

KENDRA WALL
DEPUTY DIRECTOR

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

July 29, 2025

Dear Chairwoman Cunningham:

The Crime Victim and Sexual Violence Center (CVSVC) has been awarded a grant from the New York State Office of Victim Services (OVS). We are requesting authorization to accept these funds and enter into a multi-year agreement with OVS in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028 (\$829,892.65/year for each of the three years). We are also requesting authorization to enter into the first year of the multi-year agreement in the amount of \$829,892.65 for the term commencing October 1, 2025 and ending September 30, 2026. This funding will be utilized to support staff positions providing direct services to crime victims as well as operational costs during the duration of the three-year term.

If any further information is required or if you have any questions regarding this request, please contact me. I appreciate your consideration in this matter.

Respectfully Submitted,

Amanda Wingle

Amanda Wingle
Director

Cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader

Rebekah Kennedy, Esq. Majority Counsel
James Curran, Esq. Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6747, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Albany County Crime Victim & Sexual Violence Center (CVSVC) and the New York State Office of Victim Services

Date: 07/29/25

Department: CVSVC

Attending Meeting: Amanda Wingle and/or Kendra Wall

Submitted By: Amanda Wingle

Title: Director

Phone: 518-447-4911

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: New York State Office of Victim Services
80 S. Swan St. 2nd Floor
Albany, NY 12210

Term: (Start/end date or duration) 10/01/2025-09/30/2028

Amount/Raise Schedule/Fee: \$2,489,678 (\$829,892.65/year for 3 years)

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.

State: 100 Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.

Revenue Amount: Enter text.

Appropriation Account and Line: Enter text.

Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Res. 291 of 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Crime Victim and Sexual Violence Center (CVSVC) has been awarded a grant from the New York State Office of Victim Services (OVS). We are requesting authorization to accept these funds and enter into a multi-year contract with OVS in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028 (\$829,892.65/year for each of the three years). We are also requesting authorization to enter into the first year of the multi-year agreement in the amount of \$829,892.65 for the term commencing October 1, 2025 and ending September 30, 2026. This funding will be utilized to support staff positions providing direct services to crime victims as well as operational costs during the duration of the three-year term.



Amanda Wingle
County of Albany - CVSVC
112 State St Room 1010
Albany, NY, 12207-1080

June 30, 2025

Dear Amanda Wingle,

Congratulations. It is my pleasure to inform you that the New York State Office of Victim Services (OVS) has awarded your Victim Assistance Program funding for the period October 1, 2025 through September 30, 2028 under the 2025 OVS VOCA Victim Assistance Grant Program. Your contract number is C00047GM and your tentative award amounts are:

- **2025-2026: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**
- **2026-2027: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**
- **2027-2028: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**

Please note that funding sources may be subject to change based on funding availability and the timing of disbursements against federal awards. In the event that an award's funding source is updated by OVS, you will be issued a revised letter to reflect this information for your organization's accounting and recordkeeping purposes.

As always, award amounts are considered tentative until successful contract negotiations are completed. Award amounts are dependent on the availability of funds and final Office of the State Comptroller (OSC) procurement record approval.

Also please note:

OVS will do everything possible to maintain the three-year funding commitment outlined in this letter. However, the level of Federal VOCA funding that New York State will receive in future years is unclear at this time. Grant recipients should be mindful that if federal funding levels are reduced, OVS may have to reduce funding during this grant period. Grant recipients will be given notice of any changes to future funding levels as soon as practicable, but we wanted to ensure that our grantees are aware of the potential for funding levels to be impacted during this grant period of 2025-2028.

Additional OVS documents required to execute your agency's grant contract can be found on <https://ovs.ny.gov/2025-voca-rfa>. Completed documents should be emailed to your OVS Contract Management Specialist. Please contact your OVS Contract Management Specialist (CMS) Sydne Baron at sydne.baron@ovs.ny.gov or (518) 485-9104 should you need assistance.



Office of Victim Services

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

Please note that the contract negotiation process will be completed in the Statewide Financial System (SFS). Your CMS will notify you when the contract is available in SFS. Resources to assist with navigating SFS can be found on our OVS 2025 RFA website, <https://ovs.ny.gov/2025-voca-rfa>. We ask that you please submit all required documents and make all budget adjustments by the close of business on **8/15/2025**.

On behalf of the Office of Victim Services, we look forward to continuing our shared efforts to provide critical services to victims and survivors of crime in communities across New York State.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bea Hanson", with a long horizontal flourish extending to the right.

Bea Hanson, PhD., Director

RESOLUTION NO. 291

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM AND WITNESS ASSISTANCE GRANT PROGRAM AND AMENDING THE 2022 CRIME VICTIM AND SEXUAL VIOLENCE CENTER BUDGET

Introduced: 8/8/22

By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into a multi-year agreement with the New York State Office of Victim Services regarding the federal Victims of Crime Act (VOCA) Victim and Witness Assistance grant program in a total amount of \$2,596,869 over a three-year term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The Director has also requested authorization to enter into the first year of the multi-year agreement in the amount of \$865,623 for the term commencing October 1, 2022 and ending September 30, 2023, and

WHEREAS, The Director indicated that the funding will be used to support staff positions providing direct services to crime victims as well as operational costs throughout the duration of the three-year term, and,

WHEREAS, The Director has also requested a budget amendment to incorporate a portion of the funding into the 2022 Crime Victim and Sexual Violence Center Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is to enter into an agreement with the New York State Office of Victim Services regarding the VOCA Victim and Witness Assistance program in a total amount of \$2,596,869 over a three-year term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the County Executive is further authorized to enter into the first year of the multi-year agreement in the amount of \$865,623 for the term commencing October 1, 2022 and ending September 30, 2023, and, be it further

RESOLVED, That the 2022 Crime Victim and Sexual Violence Center Budget is hereby amended as follows:

Increase Revenue Account A3496 NYS OVS Victim Assistance Grant by \$10,806

Increase Revenue Account A3661 NYS OCFS Safe Harbour Grant by \$10,838

Decrease Appropriation Account A4610.4 by \$30,368 by decreasing Line Item A4610 4 4046 Fees for Services by \$30,368

Increase Appropriation Account A4610.1 by \$33,731 by increasing the following line items:

Increase Line Item A4610 1 2231 001 450033 Human Trafficking Services Coordinator by \$12,304 with an annual salary of \$49,216

Increase Line Item A4610 1 2237 002 450009 Crime Victim Caseworker by \$10,866 with an annual salary of \$43,462

Increase Line Item A4610 1 2244 001 450032 Community Engagement Liaison by \$10,561 with an annual salary of \$42,245

Increase Appropriation Account A4610.8 by \$18,281 by increasing the following line items:

Increase Line Item A4610 8 9010 State Retirement by \$6,341

Increase Line Item A4610 8 9030 Social Security by \$2,580

Increase Line Item A4610 8 9060 Hospital and Medical Insurance by \$9,360

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 – 8/8/22

Increase Revenue Account A3661 NYS OCFS Safe Harbour Grant by \$10,838

Decrease Appropriation Account A4610.4 by \$30,368 by decreasing Line Item A4610 4 4046 Fees for Services by \$30,368

Increase Appropriation Account A4610.1 by \$33,731 by increasing the following line items:

Increase Line Item A4610 1 2231 001 450033 Human Trafficking Services Coordinator by \$12,304 with an annual salary of \$49,216

Increase Line Item A4610 1 2237 002 450009 Crime Victim Caseworker by \$10,866 with an annual salary of \$43,462

Increase Line Item A4610 1 2244 001 450032 Community Engagement Liaison by \$10,561 with an annual salary of \$42,245

Increase Appropriation Account A4610.8 by \$18,281 by increasing the following line items:

Increase Line Item A4610 8 9010 State Retirement by \$6,341

Increase Line Item A4610 8 9030 Social Security by \$2,580

Increase Line Item A4610 8 9060 Hospital and Medical Insurance by \$9,360

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 – 8/8/22

RESOLUTION NO. 328

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM ASSISTANCE GRANT PROGRAM

Introduced: 9/8/25

By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into a multi-year agreement with the New York State Office of Victim Services regarding the Victim Assistance Grant Program in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028, and

WHEREAS, The Director has also requested authorization to enter into the first year of the three-year agreement in the amount of \$829,893 for a term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, The Director indicated that the funding will be used to support staff positions to provide direct services to crime victims as well as operational costs throughout the duration of the three-year term, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is to enter into an agreement with the New York State Office of Victim Services regarding the Victim Assistance Grant Program in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028, and, be it further

RESOLVED, That the County Executive is further authorized to enter into the first year of the three-year agreement in the amount of \$829,893 for a term commencing October 1, 2025 and ending September 30, 2026, 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

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

STEPHEN W. HERRICK
PUBLIC DEFENDER

July 14, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization for a one-year, no cost extension to the Fourth Counsel at First Appearance grant contract with the New York State Office of Indigent Legal Services. Since it took two years for the County to implement a counsel at first appearance program after receiving the first Counsel at First Appearance grant, an extension to the grant term is needed to fully utilize the funds provided.

If you require any supplemental information, please feel free to contact me.

Sincerely,

Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6701, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with New York State Office of Indigent Legal Services regarding a One-Year, No Cost Extension of the Fourth Counsel at First Appearance Grant

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Indigent Legal Services, A.E. Smith Building, 11th Floor, 80 South Swan Street, Albany, NY 12210

Term: (Start/end date or duration) January 1, 2023 to December 31, 2026
Amount/Raise Schedule/Fee: \$749,700.00

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3337
Revenue Amount: \$749,700.00
Appropriation Account and Line: A.1170.1.9954
Appropriation Amount: \$749,700.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 23-217 on 6/12/23

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Public Defender's Office requests authorization for a one-year, no cost extension to the Fourth Counsel at First Appearance grant contract with the New York State Office of Indigent Legal Services. Since it took two years for the County to implement a counsel at first appearance program after receiving the first Counsel at First Appearance grant, an extension to the grant term is needed to fully utilize the funds provided.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: CAFA401 CONTRACT TYPE (select one): ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Albany, County of	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods): ☒ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: Fourth Counsel at First Appearance ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 112 State Street, 2nd Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Albany County Dept. of Management and Budget 112 State Street, Room 1200 Albany, NY 12207 CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: Daniel.McCoy@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 10100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 AMENDED TERM: From: January 1, 2023 To: December 31, 2026	CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i> CURRENT: \$ 749,700.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	--

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☐ Appendix A

☐ Attachment A:

☐ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☐ Attachment B:

☐ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting

☒ Other:

Attachment E: Limitation on Contract Extensions

Contract Number: # CAFA401
 Page 2 of 2, Contract for Grants - Face Page

January 2025

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IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

ATTACHMENT E
LIMITATION ON CONTRACT EXTENSIONS
FOURTH COUNSEL AT FIRST APPEARANCE
COUNTY OF ALBANY

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: CAFA401 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Fourth Counsel at First Appearance
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State St., Room 900 Albany, NY 12207 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: CAFA401

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

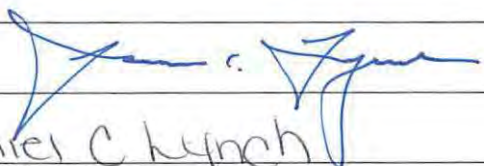
CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$749,700.00 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other																														
FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 25%;">CURRENT PERIOD</th> <th style="width: 25%;">CURRENT AMOUNT</th> <th style="width: 25%;">AMENDED PERIOD</th> <th style="width: 20%;">AMENDED AMOUNT</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>		#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT	1					2					3					4					5				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT																											
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2																															
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ATTACHMENTS PART OF THIS AGREEMENT: ☒ Attachment A: ☒ A-1 Program-Specific Terms and Conditions ☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws ☒ Attachment B: ☒ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget ☐ B-3 Capital Budget ☐ B-4-Net Deficit Budget ☐ B-1(A) Expenditure Based Budget (Amendment) ☐ B-2(A) Performance Based Budget (Amendment) ☐ B-3(A) Capital Budget (Amendment) ☐ B-4(A) Net Deficit Budget (Amendment) ☒ Attachment C: Work Plan ☒ Attachment D: Payment and Reporting Schedule ☐ Other:																															

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Albany County

By:



Daniel C. Lynch
Printed Name

Title: Deputy County Executive

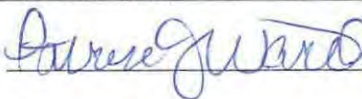
Date:

7/25/2023

STATE AGENCY:

NYS Office of Indigent Legal Services

By:



Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date:

8/4/2023

STATE OF NEW YORK

County of

Albany

On the 25th day of July, 2023, before me personally appeared

Daniel C. Lynch, to me known, who being by me duly sworn, did depose and say that he/she resides at County of Albany New York, that he/she is the Deputy County Executive of the County of Albany New York, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)



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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title:

Date:

Printed Name

Title:

Date:

APPROVED

DEPT. OF AUDIT & CONTROL

Aug 17 2023
Chris Richards

FOR THE STATE COMPTROLLER

Contract Number: CAFA401

Page 1 of 1

Master Contract for Grants, Signature Page

Office of Indigent Legal Services

JUL 28 2023

RECEIVED

Martell, Kimberly (ILS)

From: Robinson, Leslie <Leslie.Robinson@ag.ny.gov>
Sent: Wednesday, August 9, 2023 8:49 AM
To: Martell, Kimberly (ILS); Contract Approval
Cc: ogs.sm.APOGrantsUnit; Courcelle, Matthew (OGS)
Subject: Approved - RE: ILS – CAFA401- Albany County

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 8/9/2023 by Leslie Robinson
Received: 8/8/2023

OAG: CAS please file and enter. “G” Amount: 749,700.00

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller’s EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Leslie A. Robinson
Associate Attorney
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Martell, Kimberly (ILS) <Kimberly.Martell@ils.ny.gov>
Sent: Tuesday, August 8, 2023 1:36 PM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: ogs.sm.APOGrantsUnit <APOGrantsUnit@ogs.ny.gov>; Courcelle, Matthew (OGS) <Matthew.Courcelle@ogs.ny.gov>
Subject: ILS – CAFA401- Albany County

[EXTERNAL]

Dear Sir or Madam:

Enclosed for review is a proposed grant contract between Albany County and the NYS Office of Indigent Legal Services for the purpose of “Fourth Counsel at First Appearance.” Please see the attached Procurement Record Approval letter from OSC.

It would be appreciated if you could affix your approval stamp and email that approval back to me or Ms. Colvin at Jennifer.Colvin@ils.ny.gov. We will then use that approval to upload into EDSS for OSC’s approval.

If you have any questions concerning the Agreement, please feel free to contact me.

Sincerely,



Kimberly Martell

Grants Administrator

New York State Office of Indigent Legal Services

80 S Swan St, Ste 1147, Albany, NY 12210 | www.ils.ny.gov

(518) 474-4859 | kimberly.martell@ils.ny.gov

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**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor 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 New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
FOURTH COUNSEL AT FIRST APPEARANCE

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

Office of Indigent Legal Services
FOURTH COUNSEL AT FIRST APPEARANCE
January 1, 2023 - December 31, 2025

COUNTY OF ALBANY

Total Contract Amount: \$749,700.00

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
Personnel:			
On-call Attorneys - Stipends (\$1,070 per attorney, per week)	\$222,680.00	\$222,560.00	\$222,560.00
Supervising Attorney, Alternate Public Defender Office - Stipend (\$300/week)	\$15,600.00	\$15,600.00	\$15,600.00
Program Coordinator, Public Defender Office - Stipend (\$225/week)	\$11,700.00	\$11,700.00	\$11,700.00
Subtotal Personnel	\$249,980.00	\$249,860.00	\$249,860.00
TOTAL	\$249,980.00	\$249,860.00	\$249,860.00
THREE-YEAR TOTAL	\$749,700.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
FOURTH COUNSEL AT FIRST APPEARANCE
JANUARY 1, 2023 – DECEMBER 31, 2025
COUNTY OF ALBANY

Goal: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Task #1

Provide funding for a rotation of on-call attorneys to cover after-hour and weekend arraignments in every local court in the county. A total of up to four (4) attorneys from the Public Defender's Office and Alternate Public Defender's Office will be on-call each week and will be compensated at a rate of \$1,070 per attorney per week for a total program cost of \$4,280 per week.

Performance Measure:

- Number of clients who received legal representation at first court appearance
- Increase in quality of representation provided to clients

Program Location:

- Office of the Albany County Public Defender, Albany, NY
- Office of the Albany County Alternate Public Defender, Albany, NY

Task #2

Provide funding for a stipend for the Supervising Attorney position within the Alternative Public Defender Office to act as a liaison between the Public Defender's Office, the Alternative Public Defender's Office, and the courts. The Supervising Attorney will be responsible for recruiting and coordinating the on-call arraignment teams and assignment calendar with assistance from the Program Coordinator and will receive a stipend of \$300/week for such services.

Performance Measure:

- Number of clients who received legal representation at first court appearance
- Increase in quality of representation provided to clients

Program Location:

- Office of the Albany County Public Defender, Albany, NY
- Office of the Albany County Alternate Public Defender, Albany, NY

Task #3

Provide funding for a stipend for the Program Coordinator position within the Public Defender Office's administrative staff to take on the additional workload of updating and maintaining the CAFA data spreadsheet, data collection, performance measurement tasks, and working with the Supervision Attorney to facilitate meetings, reviews, and communications between the Public Defender, the Supervising Attorney, and CAFA program participants. The Program Coordinator will receive a stipend of \$225/week for such additional work.

Performance Measure:

- Ensure all support staff follow procedures for the creation and transfer of case files to attorneys
- Improved office efficiency and data collection

Program Location:

- Office of the Albany County Public Defender, Albany, NY

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

FOURTH COUNSEL AT FIRST APPEARANCE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

Contract Number: CAFA401

Page 1 of 5, Attachment D – Payment and Reporting Schedule

- ☐ **Monthly Reimbursement**
Due Date: _____
- ☐ **Biannual Reimbursement**
Due Date: _____
- ☐ **Fee for Service Reimbursement**
Due Date: _____
- ☐ **Rate Based Reimbursement**
Due Date: _____
- ☐ **Fifth Quarter Reimbursement**
Due Date: _____
- ☐ **Milestone/Performance Reimbursement**
Due Date: _____
- ☐ **Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- ☐ **Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

RESOLUTION NO. 217

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
OF INDIGENT LEGAL SERVICES REGARDING THE FOURTH COUNSEL
AT FIRST APPEARANCE GRANT

Introduced: 6/12/23

By Law Committee and Simpson:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Fourth Counsel at First Appearance grant in the amount of \$749,700 for the term commencing January 1, 2023 and ending December 31, 2025, and

WHEREAS, The Public Defender has indicated that this grant will allow for the continuation of the Counsel at First Appearance program, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into an agreement with the New York State Office of Indigent Legal Services regarding the Fourth Counsel at First Appearance grant in the amount of \$749,700 for the term commencing January 1, 2023 and ending December 31, 2025, 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 – 6/12/23

RESOLUTION NO. 329

AMENDING RESOLUTION NO. 217 FOR 2023 REGARDING THE FOURTH COUNSEL AT FIRST APPEARANCE GRANT

Introduced: 9/8/25
By Law Committee:

WHEREAS, By Resolution No. 217 for 2023, this Honorable Body authorized an agreement with the New York State Office of Indigent Legal Services regarding the Fourth Counsel at First Appearance Grant in the amount of \$749,700 for a term commencing January 1, 2023 and ending December 31, 2025, and

WHEREAS, The Public Defender has requested an amendment to the aforementioned agreement to reflect an ending date of December 31, 2026 rather than December 31, 2025 to fully utilize the funds provided, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 217 for 2023 is amended to reflect an ending date of December 31, 2026 rather than December 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 14, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Aid to Defense Program. The Aid to Defense Program funds enhanced defense services designed to expedite the processing of serious and violent felony cases through the courts. The funds to be accepted are for two annual awards of \$42,738 each, covering the time period of 4/1/24 through 3/31/26. This is a recurring, direct award based on a DCJS formula, and there is no County match.

Please do not hesitate to contact me with any questions.

Sincerely,

Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6702, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing Acceptance of Aid to Defense Program Grant Funds from New York State Division of Criminal Justice Services

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210

Term: (Start/end date or duration) April 1, 2024 to March 31, 2026
Amount/Raise Schedule/Fee: Two awards of \$42,738.00 each

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3336
Revenue Amount: \$85,476.00
Appropriation Account and Line: Various in A.1170
Appropriation Amount: \$85,476.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 24-180 on 4/8/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Aid to Defense Program. The Aid to Defense Program funds enhanced defense services designed to expedite the processing of serious and violent felony cases through the courts. The funds to be accepted are for two annual awards of \$42,738 each, covering the time period of 4/1/24 through 3/31/26.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Public Defender	Date: July 11, 2024
Program Name: Aid to Defense	Award Amount: \$42,738
Agency Head: Name and Title: Public Defender, Stephen Herrick Email: Stephen.Herrick@albanycountyny.gov	Term Dates: April 1, 2024 – March 31, 2025
Additional Information: I am pleased to advise you that your county will receive funding under the Aid to Defense Program for the State Fiscal Year (FY) 2024-25. The award amount is consistent with the amount your county received last year. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment. It is important to note that this funding is provided to the county to provide support to defense services in your county in the same manner it was provided in prior years. DCJS will evaluate this process next year for its effectiveness prior to making subsequent grant awards. The above reference to the SFY 2024-25 date of April 1, 2024 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar. Should you have any questions, please email the DCJS contacts provided on this Award Notice. Thank you in advance for your cooperation and support. Questions: NYS Division of Criminal Justice Services, Finance Office dcjsgrantsunitvoucherinquiry@dcjs.ny.gov NYS Division of Criminal Justice Services, Law Enforcement & Legal Services dcjs.sm.lelsunit@dcjs.ny.gov	



Division of Criminal Justice Services

KATHY HOCHUL

Governor

ROSSANA ROSADO

Commissioner

CILLIAN FLAVIN

Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Public Defender	Date: June 11, 2025
Program Name: Aid to Defense	Award Amount: \$42,738 ¹
Signatory Name and Title: Stephen Herrick Public Defender	Term Dates: 4/1/2025 - 3/31/2026
Email: Stephen.Herrick@albanycountyny.gov	
SFS Vendor ID No.: 1000002428	
Additional Information: I am pleased to advise you that your county will receive funding under the Aid to Defense Program for the State Fiscal Year (FY) 2025-26. The award amount is consistent with the amount your county received last year. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment. It is important to note that this funding is provided to the county to provide support to defense services in your county in the same manner it was provided in prior years. DCJS will evaluate this process next year for its effectiveness prior to making subsequent grant awards. The funding must be used to help offset the cost of public defense services that your county incurred on or after the start of SFY 2025-26 (April 1, 2025). DCJS requires that the funded agency(s) be able to fully account for every dollar expended. Should you have any questions, please email the DCJS contacts provided on this Award Notice. Thank you in advance for your cooperation and support. Questions: NYS Division of Criminal Justice Services, Finance Office dcjsgrantsunitvoucherinquiry@dcjs.ny.gov NYS Division of Criminal Justice Services, Law Enforcement & Legal Services dcjs.sm.lelsunit@dcjs.ny.gov	

We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

RESOLUTION NO. 180

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO DEFENSE PROGRAM

Introduced: 4/8/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Aid to Defense Program in the amount of \$42,738 for the term commencing April 1, 2023 and ending March 31, 2024, and

WHEREAS, The Public Defender has indicated that the funding will be used to support enhanced defense services designed to expedite the processing of serious and violent felony cases through the court system, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Aid to Defense Program in the amount of \$42,738 for the term commencing April 1, 2023 and ending March 31, 2024, 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 – 4/8/24

RESOLUTION NO. 330

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO DEFENSE PROGRAM

Introduced: 9/8/25
By Law Committee:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Aid to Defense Program in the amount of \$85,476 for a term commencing April 1, 2024 and ending March 31, 2026, and

WHEREAS, The Public Defender has indicated that the funding will be used to support enhanced defense services designed to expedite the processing of serious and violent felony cases through the court system, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Aid to Defense Program in the amount of \$85,476 for a term commencing April 1, 2024 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 14, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office, Alternate Public Defender's Office and Assigned Counsel Plan request authorization for a one-year, no cost extension to the Distribution #11 grant contract with the New York State Office of Indigent Legal Services. Since there were periods of vacancies in the Assistant Public Defender positions funded by the grant, the extension is needed to fully utilize the funds provided by the grant.

If you require any supplemental information, please feel free to contact me.

Sincerely,

Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6703, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with New York State Office of Indigent Legal Services regarding a One-Year, No Cost Extension of the Distribution #11 Grant

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Indigent Legal Services, A.E. Smith Building, 11th Floor, 80 South Swan Street, Albany, NY 12210

Term: (Start/end date or duration) January 1, 2021 to December 31, 2026
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3025, A.1171.0.3025, and A.1172.0.3025
Revenue Amount: \$1,573,455.00
Appropriation Account and Line: Various in A.1170, A.1171, and A.1172
Appropriation Amount: \$1,573,455.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 24-122 on 3/11/24, 24-184 on 4/8/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Public Defender's Office, Alternate Public Defender's Office and Assigned Counsel Plan request authorization for a one-year, no cost extension to the Distribution #11 grant contract with the New York State Office of Indigent Legal Services. Since there were periods of vacancies in the Assistant Public Defender positions funded by the grant, the extension is needed to fully utilize the funds provided by the grant.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: C110001 CONTRACT TYPE (select one): ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Albany, County of	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods): ☒ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: Distribution #11 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 112 State Street, 2nd Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207 CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: Daniel.McCoy@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 10100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: January 1, 2021 To: December 31, 2023

AMENDED TERM:

From: January 1, 2021 To: December 31, 2026

CONTRACT FUNDING AMOUNT

(*Fixed Term* - enter current period amount;
Simplified Renewal - enter cumulative amount
to date; *Multi-year* - enter total projected
amount of the contract):

CURRENT: \$ 1,573,455.00

AMENDED:

FUNDING SOURCE(S)

- ☒ State
☐ Federal
☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- ☐ Appendix A
- ☐ Attachment A:
- ☐ Attachment B:
- ☐ Attachment C: Work Plan
- ☐ Attachment D: Payment and Reporting
- ☒ Other: Attachment E: Limitation on Contract Extensions
- ☐ A-1 Agency Specific Terms and Conditions
- ☐ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated
by Federal Laws
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director - Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

ATTACHMENT E
LIMITATION ON CONTRACT EXTENSIONS
DISTRIBUTION #11
COUNTY OF ALBANY

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: C110001 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Distribution #11
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State St., Room 900 Albany, NY 12207 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: C110001

Page 1 of 2

Master Grant Contract, Face Page

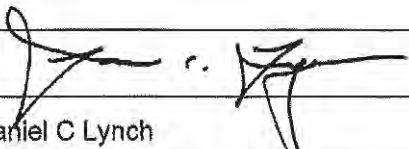
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2021 To: December 31, 2023 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$1,573,455.00 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other			
<i>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:</i> (Out years represent projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				
ATTACHMENTS PART OF THIS AGREEMENT: ☒ Attachment A: ☒ A-1 Program-Specific Terms and Conditions ☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws ☒ Attachment B: ☒ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget ☐ B-3 Capital Budget ☐ B-4-Net Deficit Budget ☐ B-1(A) Expenditure Based Budget (Amendment) ☐ B-2(A) Performance Based Budget (Amendment) ☐ B-3(A) Capital Budget (Amendment) ☐ B-4(A) Net Deficit Budget (Amendment) ☒ Attachment C: Work Plan ☒ Attachment D: Payment and Reporting Schedule ☐ Other:				

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Albany County

By: 

Daniel C Lynch

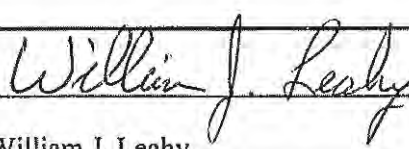
Printed Name

Title: Deputy County Executive

Date: 5/4/2021

STATE AGENCY:

NYS Office of Indigent Legal Services

By: 

William J. Leahy

Printed Name

Title: Director - Office of Indigent Legal Services

Date: 5/11/21

STATE OF NEW YORK

County of Albany

On the 4th day of May, 2021, before me personally appeared Daniel C. Lynch, to me known, who being by me duly sworn, did depose and say that he/she resides at Albany County, New York, that he/she is the Deputy County Executive of the County of Albany, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) 

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title:

Title:

Date:

Date:

APPROVED
DEPT. OF AUDIT & CONTROL

May 25 2021
Amy M. Wines

FOR THE STATE COMPTROLLER

Contract Number: C110001

Page 1 of 1

Master Contract for Grants, Signature Page

O'Hara, Hannah (ILS)

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Thursday, May 13, 2021 11:21 AM
To: O'Hara, Hannah (ILS); Contract Approval
Cc: Corning, Paige (OGS); Schenkman, Daniel (OGS); Flint, Alicia (OGS); Colvin, Jennifer (ILS)
Subject: Approved - RE: ILS OLS01 Contract No. C110001, Distribution 11, Albany County

Follow Up Flag: Follow up
Flag Status: Completed

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 5/13/2021 by Benjamin Maggi
Received: 5/13/2021

OAG: CAS please file and enter. "G" Amount: 1,573,455

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Assistant Attorney General
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: O'Hara, Hannah (ILS) <Hannah.OHara@ils.ny.gov>
Sent: Thursday, May 13, 2021 9:45 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: Corning, Paige (OGS) <Paige.Corning@ogs.ny.gov>; Schenkman, Daniel (OGS) <Daniel.Schenkman@ogs.ny.gov>; Flint, Alicia (OGS) <Alicia.Flint@ogs.ny.gov>; Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>
Subject: ILS OLS01 Contract No. C110001, Distribution 11, Albany County

[EXTERNAL]

Dear Sir or Madam:

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor 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 New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

DISTRIBUTION #11

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1**BUDGET****Office of Indigent Legal Services****DISTRIBUTION #11****January 1, 2021 - December 31, 2023****COUNTY OF ALBANY****Total Contract Amount: \$1,573,455.00**

Budget Expenditure Item	Year 1 1/1/21 - 12/31/21	Year 2 1/1/22 - 12/31/22	Year 3 1/1/23 - 12/31/23
Personnel:			
Assistant Public Defender (Criminal) - Salary	\$67,626.00	\$68,978.52	\$70,358.09
Assistant Public Defender (Criminal) - Fringe	\$35,841.78	\$36,558.62	\$37,008.36
Assistant Public Defender (Family) - Salary	\$74,285.00	\$75,770.70	\$77,286.10
Assistant Public Defender (Family) - Fringe	\$39,371.05	\$40,158.47	\$40,652.50
Alternate Asst. Public Defender (Family) - Salary	\$86,594.00	\$88,325.88	\$90,092.40
Alternate Asst. Public Defender (Family) - Fringe	\$45,894.82	\$46,812.72	\$47,388.60
Alternate Asst. Public Defender (Family) - Salary	\$75,770.00	\$77,285.40	\$78,831.11
Alternate Asst. Public Defender (Family) - Fringe	\$40,158.10	\$40,961.26	\$41,445.52
(PT) Assigned Counsel Admin - Salary	\$50,000.00	\$50,000.00	\$50,000.00
Subtotal Personnel	\$515,540.75	\$524,851.57	\$533,062.68
TOTAL	\$515,540.75	\$524,851.57	\$533,062.68
THREE-YEAR TOTAL	\$1,573,455.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #11
JANUARY 1, 2021 – DECEMBER 31, 2023
COUNTY OF ALBANY

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding of salary and fringe benefits for an Assistant Public Defender position focusing on representing clients in the local criminal courts and County Court with a mix of misdemeanor and felony cases.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads because of this position

Program Location:

- Office of the Public Defender, Albany County

Task #2

Provide funding of salary and fringe benefits for an Assistant Public Defender position focusing on representing clients in the Albany County Family Court.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads because of this position

Program Location:

- Office of the Public Defender, Albany County

Task #3

Provide funding of salary and fringe benefits for an Alternate Assistant Public Defender position to alleviate caseload concerns in the Alternate Public Defender's Family Court office.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads resulting from this position as well as ability to assign attorneys to a single judge.

Program Location:

- Office of the Alternate Public Defender, Albany County

Task #4

Provide funding of salary and fringe benefits of a full-time Assistant Alternate Public Defender position to reduce the reliance on 18-B Attorneys currently covering the overflow from the existing Family Court attorneys. This addition of a Family Court attorney in the Alternate Public Defender's allows each Family Court attorney in the office to be assigned exclusively to one Family Court Judge, which will provide each judge with the familiarity that comes with a dedicated attorney and allows for continuity of representation of clients.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads resulting from this position as well as ability to assign attorneys to a single judge.

Program Location:

- Office of the Alternate Public Defender, Albany County

Task #5

Provide funding of salary for a part-time Assigned Counsel Administrator position to manage the 18-B Assigned Counsel program and ensure clients receive representation in a timely manner.

Performance Measure:

- Enhanced quality because of better oversight and support of 18-B attorneys
- Ability to recruit and cultivate quality defense attorneys to the panel

Program Location:

- Assigned Counsel Program, Albany County

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE
DISTRIBUTION #11 GRANT

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

☐ **Monthly Reimbursement**

Due Date: _____

☐ **Biannual Reimbursement**

Due Date: _____

☐ **Fee for Service Reimbursement**

Due Date: _____

☐ **Rate Based Reimbursement**

Due Date: _____

☐ **Fifth Quarter Reimbursement**

Due Date: _____

☐ **Milestone/Performance Reimbursement**

Due Date/Frequency: _____

☐ **Scheduled Reimbursement**

Due Date/Frequency: _____

☐ **Interim Reimbursement as Requested by Contractor** _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☐ **Narrative/Qualitative Report**

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ **Statistical/Quantitative Report**

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ **Expenditure Report**

The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**

The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:

RESOLUTION NO. 122

EXTENDING DISTRIBUTION GRANT #11 AND AMENDING THE 2024 ALBANY COUNTY BUDGET

Introduced: 3/11/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to amend an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant to reflect a term commencing January 1, 2021 and ending December 31, 2025 rather than a term commencing January 1, 2021 and ending December 31, 2023, and

WHEREAS, The Public Defender has indicated that a two-year term extension is necessary to fully utilize the funding, and

WHEREAS, The Public Defender has also requested amendments to the 2024 Albany County Budget related to the extension, now, therefore, be it

RESOLVED, By the Albany County Legislature that the agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant is hereby amended to reflect a term commencing January 1, 2021 and ending December 31, 2025, and, be it further

RESOLVED, That the 2024 Albany County Budget is amended as follows:

APPROPRIATIONS									
ACCOUNT NO.					RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9	1170	4	4046	10000	Fees For Services	103,525.00		139,775.00	Public Defender
A9	1171	2	2001	10000	Office Equipment	10,000.00		13,000.00	Alternate Public Defender
A9	1171	4	4020	10000	Office Supplies	5,000.00		8,000.00	Alternate Public Defender
A9	1171	4	4121	10000	Specialized Services	14,024.00		34,024.00	Alternate Public Defender
A9	1171	4	4122	10000	Legal Reference	17,500.00		35,000.00	Alternate Public Defender
TOTAL Appropriations						150,049.00	0.00		
ESTIMATED REVENUES									
ACCOUNT NO.					RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A3	1170	0	3025		Indigent Legal Funds (Dist.)		103,525.00	(1,031,501.00)	Public Defender
A3	1171	0	3025		Indigent Legal Funds (Dist.)		46,524.00	(413,593.00)	Alternate Public Defender
TOTAL Revenue						0.00	150,049.00		
GRAND TOTALS						150,049.00	150,049.00		

and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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 – 3/11/24

RESOLUTION NO. 184

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE DISTRIBUTION #11 GRANT

Introduced: 4/8/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant in the amount of \$1,573,455 for the term commencing January 1, 2021 and ending December 31, 2023, and

WHEREAS, The Public Defender has indicated that the funding is used to support salary and fringe for three attorneys representing indigent clients in family court proceedings, salary and fringe for one attorney representing indigent clients in criminal court proceedings, and salary for the Assigned Counsel Program Administrator, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant in the amount of \$1,573,455 for the term commencing January 1, 2021 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 appropriate County Officials.

Adopted by unanimous vote – 4/8/24

RESOLUTION NO. 331

AMENDING RESOLUTION NO. 184 FOR 2024 REGARDING THE DISTRIBUTION #11 GRANT

Introduced: 9/8/25

By Law Committee:

WHEREAS, By Resolution No. 184 for 2024, this Honorable Body authorized an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant in the amount of \$1,573,455 for a term commencing January 1, 2021 and ending December 31, 2023, and

WHEREAS, The Public Defender has requested an amendment to the aforementioned agreement to reflect an ending date of December 31, 2026 rather than December 31, 2023, to fully utilize the funds provided, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 184 for 2024 is amended to reflect an ending date of December 31, 2026 rather than December 31, 2023, and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 15, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

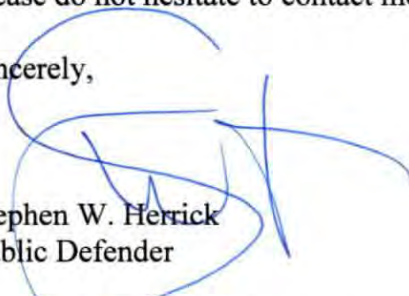
Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Article 13-A Classification/Alternatives to Incarceration Program. The Alternatives to Incarceration Program provides funding toward criminal defense Assistant Public Defender salaries, with the goal of reducing unnecessary incarceration by identifying eligible clients and advocating for community-based, rehabilitative alternatives to jail or prison.

The funds to be accepted for the Public Defender's Office are for an annual award of \$19,921, covering the time period of 7/1/25 through 6/30/26. The total annual award of \$49,037 is shared with and distributed to the County's Department of Probation through a block grant. This is a recurring, direct award based on a DCJS formula, and there is no County match.

Please do not hesitate to contact me with any questions.

Sincerely,


Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6708, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing Acceptance of Alternatives to Incarceration Grant Funds from New York State Division of Criminal Justice Services

Date: 7/15/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210

Term: (Start/end date or duration) July 1, 2025 to June 30, 2026
Amount/Raise Schedule/Fee: \$19,921.00

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3340
Revenue Amount: \$19,921.00
Appropriation Account and Line: Various in A.1170
Appropriation Amount: \$19,921.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 24-410 on 7/8/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Article 13-A Classification/Alternatives to Incarceration Program. The Alternatives to Incarceration Program provides funding toward criminal defense Assistant Public Defender salaries, with the goal of reducing unnecessary incarceration by identifying eligible clients and advocating for community-based, rehabilitative alternatives to jail or prison.

The funds to be accepted for the Public Defender's Office are for an annual award of \$19,921, covering the time period of 7/1/24 through 6/30/25. The total annual award of \$49,037 is shared with and distributed to the County's Department of Probation through a block grant. This is a recurring, direct award based on a DCJS formula, and there is no County match.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

DCJS is pleased to inform you that your County is eligible to receive the below noted amount for your county's Article 13-A Classification/Alternatives to Incarceration (ATI) program(s) for term of July 1, 2025, to June 30, 2026. This funding provides localities the opportunity to examine their criminal justice and jail populations, to consider possible program implications as a result of legislative changes, and to conduct planning for effective ATI programs.

Grantee: Albany County	Date: 3/13/25
Program Name: County 13A Classification	Award Amount: \$49,037
Name of Official: Deputy County Executive, Daniel P. McCoy	Term Dates: 07/01/2025 - 06/30/2026
Email: county_executive@albanycountyny.gov	SFS ID: 1000002428

Article 13-A Funding- Additional Information: This funding is contingent upon the submission and subsequent DCJS approval of, the Article 13-A Classification/Alternatives to Incarceration (ATI) Service Plan Application completed by the county. Article 13-A programs run by probation departments in the 2024-2025 term will find their application as an Appendix to the Probation Annual Plan. For non-probation run 13-A programs in 2024-2025, a separate application will be sent to the program contact. This funding is contingent on the availability of state funds and any state agency review as required.

The 13-A Service Plan application(s) should be submitted to DCJS via email to dcjsopcaati@dcjs.ny.gov. Once plans are approved by DCJS, grantees will be notified and shall receive payment for their entire award in the Fall of 2025. The county shall subsequently and promptly make this funding available to the recipient agencies (e.g., Public Defenders, probation department, pretrial services agencies, sheriff's offices, local county, not-for-profits, or any other agencies contracted with to provide services to the county) within 60 days of receipt.

Quarterly Progress Reports will continue to be required and should be submitted to OPCA at dcjsopcaati@dcjs.ny.gov for each program utilizing Article 13-A funding as identified below:

July 1 - September 30 DUE October 31

January 1 - March 31 DUE April 30

October 1 - December 31 DUE January 31

April 1 - June 30 DUE July 31

PRIMARY CONTACT (Block Grant/Funding) NYS Division of Criminal Justice Services, Finance Office dcjsGrantsUnitVoucherInquiry@dcjs.ny.gov	PRIMARY CONTACT (Program) Nicole Aldi Nicole.aldi@dcjs.ny.gov Community Corrections Representative 3 NYS Division of Criminal Justice Services Office of Probation and Correctional Alternatives
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Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.

CC: William Connors, Director

RESOLUTION NO. 410

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Introduced: 7/8/24

By Public Safety Committee:

WHEREAS, New York State law requires that counties develop and submit a Comprehensive Alternatives to Incarceration (ATI) Service Plan to identify and provide eligible programs which afford alternatives to incarceration to suitable persons, and

WHEREAS, The Director of the Probation Department has indicated that the New York State Division of Criminal Justice Services (NYS DCJS) has determined that the County is eligible to receive funding for the Probation Department and the Public Defender's Office which will be provided through the New York State Executive Law Article 13-A Classification/ATI Programs in the total amount of \$49,037 for the term commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, The Director has further indicated that the aforementioned grant funds will be divided between the Public Defender's Office in the amount of \$19,921 to support Defender Based Advocacy Services, and the Department of Probation in the amount of \$29,116 to provide Pre Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under program criteria as required for funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to renew the annual ATI Service Plan application to the NYS DCJS and renew agreements on behalf of the aforementioned departments in the amounts of \$29,116 for the Alternatives to Incarceration Initiative and \$19,921 for the Defender Based Advocacy Program for a total agreement amount not to exceed \$49,037 for the term commencing July 1, 2024 and ending June 30, 2025, and, be it further

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

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

Adopted by unanimous vote – 7/8/24

RESOLUTION NO. 332

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Introduced: 9/8/25

By Law Committee:

WHEREAS, New York State law requires that counties develop and submit a Comprehensive Alternatives to Incarceration (ATI) Service Plan to identify and provide eligible programs which afford alternatives to incarceration to suitable persons, and

WHEREAS, The Director of the Probation Department has indicated that the New York State Division of Criminal Justice Services has determined that the County is eligible to receive funding for the Probation Department and the Public Defender's Office which will be provided through the New York State Executive Law Article 13-A Classification/ATI Programs in the total amount of \$49,037 for a term commencing July 1, 2025 and ending June 30, 2026, and

WHEREAS, The Director has further indicated that the aforementioned grant funds will be divided between the Public Defender's Office in the amount of \$19,921 to support Defender Based Advocacy Services, and the Department of Probation in the amount of \$29,116 to provide Pre-Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under program criteria as required for funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to renew the annual ATI Service Plan application to the New York State Department of Criminal Justice Services and renew agreements on behalf of the aforementioned departments in the amounts of \$29,116 for the Alternatives to Incarceration Initiative and \$19,921 for the Defender Based Advocacy Program for a total agreement amount not to exceed \$49,037 for a term commencing July 1, 2025 and ending June 30, 2026, and, be it further

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

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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$6,165 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP#2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds to support the purchase of virtual reality hardware and software for their Alternatives to Opioids Pain Management Program.

In 2024, AMC received an Opioid Settlement Funded Community Grant help launch the Alternative to Opioids program, which uses a Pain Management Coach, tablet-based music and mindfulness therapy, art therapy, transcutaneous electrical nerve stimulation and canine-assisted interventions to assist individuals in managing chronic pain without the use of opioids. The proposed VR-base therapy will provide participants with another option for managing their pain and will license existing pain management software. The requested funding will support the purchase of VR equipment and a one-year software license.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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



County of Albany

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

Legislation Text

File #: TMP-6726, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an \$6,165 Opioid Settlement Fund mini grant to Albany Medical Center

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Alan S. Boulos, MD Albany Medical College, 47 New Scotland Ave, Albany NY 12208

Term: (Start/end date or duration) 1 Year
Amount/Raise Schedule/Fee: \$6,165

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$6,165
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$6,165

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	3
# of MWBE:	0
# of Veteran Business:	0
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$6,165 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP#2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds to support the purchase of virtual reality hardware and software for their Alternatives to Opioids Pain Management Program.

In 2024, AMC received an Opioid Settlement Funded Community Grant help launch the Alternative to Opioids program, which uses a Pain Management Coach, tablet-based music and mindfulness therapy, art therapy, transcutaneous electrical nerve stimulation and canine-assisted interventions to assist individuals in managing chronic pain without the use of opioids. The proposed VR-base therapy will provide participants with another option for managing their pain and will license existing pain management software. The requested funding will support the purchase of VR equipment and a one-year software license.

Albany County Department of Mental Health										2025 Budget Amendment			
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9	4320	44489	TPM01						Albany Medical College / Center 1	\$6,165	\$0	\$6,165	Opioid Settlement Fund
									TOTAL APPROPRIATIONS	\$6,165	\$0		
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A	A	00759							Opioid Settlement Fund	\$0	\$6,165	\$ 6,500,179	Opioid Settlement Fund
									TOTAL REVENUES	\$0	\$6,165		
									GRAND TOTAL	\$6,165	\$6,165		

RFP# 2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants

Proposal title: **Virtual Reality for Non-Opioid Pain Management**

Proposer: Alan S. Boulos, MD
47 New Scotland Ave
Albany, NY 12208
518-262-9038
researchadmin@amc.edu

Contact person: Bill Hammer
Assistant Director
Office of Research Affairs

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Opioid Settlement Funded Treatment Provider Mini-Grants

RFP Number: 2025-084

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
06-10-2025	RFP- 2025-084
06-10-2025 - 06-13-25	All Addendum

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
- 7. Communication concerning this Proposal shall be addressed to:
William D. Hammer, Asst. Dir., ORA

Albany Medical College, MC-1 (express R-102)

47 New Scotland Ave, Albany, NY 12208

Phone: (518)262-9038

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Opioid Settlement Funded Treatment Provider Mini-Grants
RFP Number: 2025-084

COMPANY: Albany Medical College

ADDRESS: 47 New Scotlan Ave.

CITY, STATE, ZIP: Albany, NY 12208

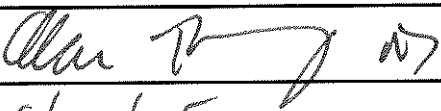
TEL. NO.: (518) 262-9038

FAX NO.: (518) 262-5890

FEDERAL TAX ID NO.: 14-1338310

REPRESENTATIVE: Alan Boulos, M.D.

E-MAIL: researchadmin@amc.edu

SIGNATURE AND TITLE: 

DATE: 6/12/25

Title: Virtual Reality for Non-Opioid Pain Management in the Emergency Department

Table of Contents

Section 2: Qualification / Experience	page 1,2
Section 3: Resumes, Expertise	page 1,2
Section 4: Describe the problem	page 2,3
Section 4: Plan Implementation, performance measures	page 2,3
Section 4: Performance measures	page 3

Agency / Organization:

Albany Medical College and Albany Medical Center comprise a major academic medical center located in Albany, New York. With a history of over 130 years of service, Albany Medical Center's Emergency Department (ED) handles more than 80,000 visits annually. Within the Department of Emergency Medicine, the Division of Toxicology and Addiction Medicine provides comprehensive inpatient and outpatient care for individuals with opioid use disorder (OUD).

Statement of Proposer qualifications:

Dr. Michael Waxman, the principal proposer on this grant application, is an emergency physician, addiction medicine physician, and preventive medicine physician at Albany Medical Center. Dr. Waxman's office is located at 47 New Scotland Ave. in Albany. Dr. Waxman completed a Preventive Medicine Residency at the University of Albany School of Public Health, which included a 3-month rotation at the Albany County Department of Health practices addiction medicine providing medication for opioid use disorder for those in recovery. Dr. Waxman is the principal investigator for the above-mentioned Albany County Grant for the Pain Management Coach and for a federally funded SAMHSA grant for Alternatives to Opioids for Emergency Department Patients with Painful Conditions.____

Michael Waxman, MD, MPH
Department of Emergency Medicine
Albany Medical College
47 New Scotland Ave
Albany, NY 12208
401.429.3045
waxmanm@amc.edu

Project Coordinator: Martha Kowalik has 35 years' experience in ED nursing and nursing leadership and is the co-project director on the AMC Alternative Opioids in the ED SAMHSA award. Ms. Kowalik has implemented dozens of initiatives in the AMC ED and has supervised many ED personnel.

Pain Management Coach: Rose Godfrey is a Credentialed Alcoholism and Substance Abuse Counselor with extensive experience working as an addiction counselor. Since joining the Albany Medical ED in September 2024, she has provided over 1000 patients with alternatives to opioid interventions.

Expertise:

The Albany Medical Health System has made addressing the opioid epidemic a strategic priority, implementing a range of primary, secondary, and tertiary prevention initiatives. In October 2023, the system received a three-year federal grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) to expand its "Alternatives to Opioids" program to reduce opioid prescribing in

emergency settings through provider and patient education, alternative pharmacologic treatments, and non-pharmacological therapies (NPT).

Complimenting the SAMHSA grant, we received an Albany County Opioid Settlement Fund Grant to establish the Pain Management Coach program; that delivers Non-Pharmacological Therapies to Emergency Department patients with painful conditions. This Pain Management Coach program has been running successfully for nine months and has provided alternatives to opioids pain management thus far to over 1,000 persons with painful conditions.

Description of the problem:

The opioid epidemic in the United States has persisted for over two decades and continues to profoundly affect communities nationwide. Its origins can be traced to the aggressive marketing of opioids by pharmaceutical companies in the 1990s and 2000s. We now understand that even medically appropriate exposure to opioids carries a risk for developing opioid use disorder (OUD), contributing to the scale of the current crisis.(1) The recent opioid settlement funds stem directly from this chain of events, acknowledging the harm caused by these practices.

Among public health strategies, **primary prevention**—which aims to prevent disease before it occurs—is often the most impactful and cost-effective approach.(2) Lessons from other major health challenges, such as hypertension and HIV, have demonstrated that early interventions yield the greatest long-term benefits and cost savings. In the context of the opioid epidemic, primary prevention focuses on reducing initial exposure to opioids. This may include initiatives such as provider education, safer prescribing practices, and the use of non-opioid and non-pharmacological therapies for pain management.

Description of approach:

We propose to enhance the Albany Medical Center Emergency Department's Alternatives to Opioids and Pain Management Coach programs by integrating a virtual reality (VR)-based adjunct for pain management in patients experiencing acute pain. VR-based therapy is now a well-established non-pharmacological therapy (NPT) for treating painful conditions, with specific evidence supporting its use in the ED setting.(3-6)

Leveraging activities from the SAMHSA grant, our team has previously developed an NPT platform that includes a tablet-based delivery of music therapy and mindfulness applications. Current NPT options at Albany Medical Center include music therapy, the UCLA mindfulness app, art therapy, transcutaneous electrical nerve stimulation, and canine-assisted interventions. (Since September 2024, we have implemented these interventions in over 1,000 ED patients, with preliminary data indicating a 10.7% relative reduction in reported pain levels.)

However, we would like to expand our NPT options by incorporating immersive VR technology as an additional NPT modality to further reduce opioid exposure and improve pain outcomes in this high-risk population.

Performance Measures:

- Patient Participation Rate
 - Measure: Eligible patients who agree to and complete at least one VR pain management session, with a goal of 100 participants in a one-year period.
- Reduction in Reported Pain and Anxiety Scores
 - Measure: Average percentage reduction in patient-reported pain and anxiety scores (e.g., via Numeric Rating Scale) immediately before and after VR sessions.
- Patient Satisfaction with VR Experience

- Measure: Percentage of patients reporting satisfaction with the VR experience (e.g., rating ≥ 4 out of 5 on a post-session survey).

Cost Proposal

Expense Breakdown	Quantity	Amount	Rationale
VR headsets (Meta Quest 3)	2	\$1000	For patient use, allowing multiple simultaneous sessions.
VR Pain Relief Software License (annual)	1	\$2000	Subscription to a reputable therapeutic VR platform.
Patient Comfort Items (disposable VR covers, headphones)	1000	\$1000	Enhances patient experience and hygiene.
High-Performance PC (for VR content)	1	\$1500	Needed for running demanding VR applications smoothly – AMC
Additional VR experiences (one-time purchase)	3	\$300	Diverse content for varied patient needs.
Other costs (Computer stand, cable lock, air tags)		\$300	Unforeseen costs, Additional VR experiences (one-time purchase)
Sub-Total		\$6100	
Agency Administration Albany Medical Health System Overhead Rate (5%)		\$65	
Total expenses		\$6165	

References

1. Barnett ML, Olenski AR, Jena AB. Opioid-Prescribing Patterns of Emergency Physicians and Risk of Long-Term Use. *N Engl J Med*. 2017;376(7):663-73.
2. McDonald R, Eide D, Skurtveit S, Clausen T. Pills and the damage done: the opioid epidemic as man-made crisis. *Front Public Health*. 2023;11:1241404.
3. Viderman D, Tapinova K, Dossov M, Seitenov S, Abdildin YG. Virtual reality for pain management: an umbrella review. *Front Med (Lausanne)*. 2023;10:1203670.
4. Smith V, Warty RR, Sursas JA, Payne O, Nair A, Krishnan S, et al. The Effectiveness of Virtual Reality in Managing Acute Pain and Anxiety for Medical Inpatients: Systematic Review. *J Med Internet Res*. 2020;22(11):e17980.
5. Sikka N, Shu L, Ritchie B, Amdur RL, Pourmand A. Virtual Reality-Assisted Pain, Anxiety, and Anger Management in the Emergency Department. *Telemed J E Health*. 2019;25(12):1207-15.
6. Birrenbach T, Buhlmann F, Exadaktylos AK, Hautz WE, Muller M, Sauter TC. Virtual Reality for Pain Relief in the Emergency Room (VIPER) - a prospective, interventional feasibility study. *BMC Emerg Med*. 2022;22(1):113.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

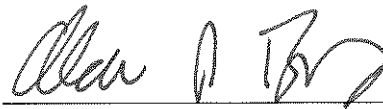
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Date



Signature

EVP & Dean

Title

Albany Medical College

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 12 day of June, 2025, before me personally appeared Alan Boulos, M.D. to me known, who, being by me sworn, did say that he resides at (give address) 47 New Scotland Ave, Albany, NY 12208; that he is the (give title) EVP & Dean of the (name of corporation) Albany Medical College, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Susan M. Swain
Notary Public, State of NY

Qualified in Albany County

Commission Expires May 4, 2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

SUSAN M. SWAIN
Notary Public, State of New York
Registration No. 01SW6324283
Qualified In Albany County
Commission Expires May 4, 2027

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Albany Medical College		3. IDENTIFICATION NUMBERS a) FEIN # 1141338310A1 b) DUNS # 190592162 UEI: G6VVMPPNK4Y48	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.amc.edu	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 47 New Scotland Ave., Albany, NY 12208		10. TELEPHONE NUMBER (518) 262-9038	11. FAX NUMBER (518) 262-5890
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name William D. Hammer Title Asst. Dir, ORA Telephone Number (518) 262-9038 Fax Number (518) 262-5890 e-mail hammerw@amc.edu			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:	☒ Yes ☐ No
	1. federal, state or local health laws, rules or regulations.	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☒ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ Yes ☒ No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 1141338310a1

State of:)
) ss:
County of:)

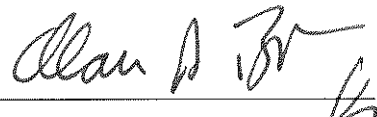
CERTIFICATION:

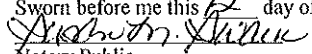
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

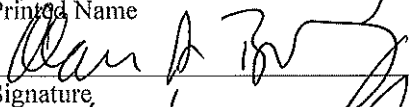
- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Type text here
Address 47 New Scotland Ave
City, State, Zip Albany, NY 12208

Signature of Owner 
Printed Name of Signatory Alan S. Boulos, MD
Title EVP & Dean

Sworn before me this 12 day of June, 2025.

Notary Public

SUSAN M. SWAIN
Notary Public, State of New York
Registration No. 01SW6324283
Qualified in Albany County
Commission Expires May 4, 2027


Printed Name

Signature
6/12/25
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

EVP & Dean

Title

Albany Medical College

Company Name

Date

6/12/25

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Albany Medical College 47 New Scotland Avenue Albany, NY 12208 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-262-9038 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1338310
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany (RFP# 2025-084) 112 State Street, Room 100 Albany, NY 12207	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 958489 3c. Policy Effective Period <u>01/01/2025</u> to <u>12/31/2025</u>

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.

☐ B. Disability benefits only.

☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 06/12/2025 By Fiona Black
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-800-247-6875 Name and Title Fiona Black, Small Market Client Advocate

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

- Measure: Percentage of patients reporting satisfaction with the VR experience (e.g., rating ≥ 4 out of 5 on a post-session survey).

Cost Proposal

Expense Breakdown	Quantity	Amount	Rationale
VR headsets (Meta Quest 3)	2	\$1000	For patient use, allowing multiple simultaneous sessions.
VR Pain Relief Software License (annual)	1	\$2000	Subscription to a reputable therapeutic VR platform.
Patient Comfort Items (disposable VR covers, headphones)	1000	\$1000	Enhances patient experience and hygiene.
High-Performance PC (for VR content)	1	\$1500	Needed for running demanding VR applications smoothly – AMC
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Other costs (Computer stand, cable lock, air tags)		\$300	Unforeseen costs, Additional VR experiences (one-time purchase)
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Agency Administration Albany Medical Health System Overhead Rate (5%)		\$65	
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References

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4. Smith V, Warty RR, Sursas JA, Payne O, Nair A, Krishnan S, et al. The Effectiveness of Virtual Reality in Managing Acute Pain and Anxiety for Medical Inpatients: Systematic Review. *J Med Internet Res*. 2020;22(11):e17980.
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DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dr. Stephen Giordano
Mental Health

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 17, 2025

RE: RFP # 2025-084, Opioid Settlement Funded Treatment Provider Mini-Grants,
AMC 1 Virtual Reality for Non-Opioid Pain Management

I am in receipt of your recommendation to award the aforementioned to Albany Medical College in the amount of \$6,165.00.

I have no objection to the selection of Albany Medical College.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 15, 2025

Pamela O'Neill, CPPB
Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207

Re: RFB #2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants

Dear Ms. O'Neill,

After reviewing the proposals submitted in response to RFB #2025-084, Albany County Department of Mental Health has approved the three projects proposed by Albany Medical Center. These include:

- Virtual Reality for Non-Opioid Pain Management: \$6,165
- Pilot randomized controlled trial of oral ketamine and buprenorphine for pain control in emergency department patients: \$14,809
- Supplemental Assistance for Patients of the Albany Med Addiction Clinic: \$15,000

If you have any questions, please contact Adam Kirkman at adam.kirkman@albanycountyny.gov or (518) 447-2057.

Sincerely,

Stephen J. Giordano, Ph.D.
Commissioner
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

RESOLUTION NO. 333

AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING VIRTUAL REALITY FOR PAIN MANAGEMENT AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Introduced: 9/8/25

By McLaughlin, Pedro, Miller and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with Albany Medical Center regarding virtual reality for pain management in the amount of \$6,165 for a one-year term, and

WHEREAS, The Director has also requested authorization to amend the 2025 Albany County Budget to appropriate the funding from the Opioid Settlement Fund, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement Albany Medical Center, Albany, NY 12208 regarding virtual reality for pain management in the amount of \$6,165 for a one-year term, and, be it further

RESOLVED, That the 2025 Albany County Budget is amended as follows:

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A9	4320	44489	TPM01			Albany Medical College / Center 1	\$6,165	\$0	\$6,165	Opioid Settlement Fund
						TOTAL APPROPRIATIONS	\$6,165	\$0		
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A	A	00759				Opioid Settlement Fund	\$0	\$6,165	\$ 6,500,179	Opioid Settlement Fund
						TOTAL REVENUES	\$0	\$6,165		
						GRAND TOTAL	\$6,165	\$6,165		

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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$14,809 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP#2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds to support research on the use of oral ketamine and buprenorphine for pain control in AMC's emergency department.

Based on published research, AMC has begun to use oral ketamine and buprenorphine for pain management in their emergency department. The goal is to reduce the use of opioids for acute pain in the ED (while buprenorphine is an opioid, it has less adverse effects and doesn't lead to tolerance like other opioids). The proposed project will partially fund a research coordinator who will interview patients who were given ketamine and buprenorphine in the ED about how well their pain was managed. AMC hopes to leverage this project to receive a larger research grant and to add to the knowledge base for alternatives to traditional opioids.

In addition to their Alternative to Opioids Pain Management program, which focuses on chronic pain, this project demonstrates AMC's commitment to reducing the number of patients provided with opioids in the hospital, ultimately reducing the number of individuals at risk of developing an opioid use disorder or experiencing an opioid overdose.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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



County of Albany

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

Legislation Text

File #: TMP-6728, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an \$14,809 Opioid Settlement Fund mini grant to Albany Medical Center

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Alan S. Boulos, MD Albany Medical College 47 New Scotland Ave, Albany, NY 12208

Term: (Start/end date or duration) 1 year
Amount/Raise Schedule/Fee: \$14,809

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$14,809
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$14,809

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	3
# of MWBE:	0
# of Veteran Business:	0
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$14,809 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP#2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds to support research on the use of oral ketamine and buprenorphine for pain control in AMC's emergency department.

Based on published research, AMC has begun to use oral ketamine and buprenorphine for pain management in their emergency department. The goal is to reduce the use of opioids for acute pain in the ED (while buprenorphine is an opioid, it has less adverse effects and doesn't lead to tolerance like other opioids). The proposed project will partially fund a research coordinator who will interview patients who were given ketamine and buprenorphine in the ED about how well their pain was managed. AMC hopes to leverage this project to receive a larger research grant and to add to the knowledge base for alternatives to traditional opioids

In addition to their Alternative to Opioids Pain Management program, which focuses on chronic pain, this project demonstrates AMC's commitment to reducing the number of patients provided with opioids in the hospital, ultimately reducing the number of individuals at risk of developing an opioid use disorder or experiencing an opioid overdose.

Albany County Department of Mental Health										2025 Budget Amendment			
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9	4320	44489	TPM02						Albany Medical College / Center 2	\$14,809	\$0	\$14,809	Opioid Settlement Fund
									TOTAL APPROPRIATIONS	\$14,809	\$0		
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A	A	00759							Opioid Settlement Fund	\$0	\$14,809	\$ 6,500,179	Opioid Settlement Fund
									TOTAL REVENUES	\$0	\$14,809		
									GRAND TOTAL	\$14,809	\$14,809		

RFP# 2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants

Proposal title: Pilot randomized controlled trial of oral ketamine and buprenorphine for pain control in emergency department patients

Proposer: Alan S. Boulos, MD
47 New Scotland Ave
Albany, NY 12208
518-262-9038
researchadmin@amc.edu

Contact person: Bill Hammer
Assistant Director
Office of Research Affairs

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Opioid Settlement Funded Treatment Provider Mini-Grants

RFP Number: 2025-084

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
06-12-2025	RFP 2025-084
06-12-2025 - 06-13-25	All addendum

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:
- William D. Hammer, Asst. Dir., ORA
-
- Albany Medical College, MC-1 (express R-102)
-
- 47 New Scotland Ave, Albany, NY 12208
-
- Phone: 518-262-9038
-
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Opioid Settlement Funded Treatment Provider Mini-Grants
RFP Number: 2025-084

COMPANY: Albany Medical College

ADDRESS: 47 New Scotland Ave

CITY, STATE, ZIP: Albany, NY 12208

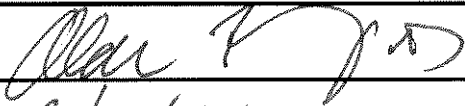
TEL. NO.: (518)262-9038

FAX NO.: (518) 262-5890

FEDERAL TAX ID NO.: 14-1338310

REPRESENTATIVE: Alan S. Boulos, MD

E-MAIL: researchadmin@amc.edu

SIGNATURE AND TITLE: 

DATE: 6/12/25

Title: Pilot randomized controlled trial of oral ketamine and buprenorphine for pain control in emergency department patients

Table of Contents

Section 2: Qualification / Experience	page 1,2
Section 3: Resumes, Expertise	page 1, 2
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Section 4: Plan Implementation, performance measures	page 2,3
Section 4: Performance measures	page 3

Agency / Organization:

Albany Medical College and Albany Medical Center comprise a major academic medical center located in Albany, New York. With a history of over 130 years of service, Albany Medical Center's Emergency Department (ED) handles more than 80,000 visits annually. Within the Department of Emergency Medicine, the Division of Toxicology and Addiction Medicine provides comprehensive inpatient and outpatient care for individuals with opioid use disorder (OUD).

Statement of Proposer qualifications:

Dr. Michael Waxman, the principal proposer on this grant application, is an emergency physician, addiction medicine physician, and preventive medicine physician at Albany Medical Center. Dr. Waxman's office is located at 47 New Scotland Ave. in Albany. Dr. Waxman is the principal investigator for the above-mentioned Albany County Grant for the Pain Management Coach and for a federally funded SAMHSA grant for Alternatives to Opioids for Emergency Department Patients with Painful Conditions.

Michael Waxman, MD, MPH
Department of Emergency Medicine
Albany Medical College
47 New Scotland Ave
Albany, NY 12208
401.429.3045

Expertise:

Dr. Waxman has conducted clinical research in the emergency department setting for 20 years. Dr. Waxman will include on the research team Dr. Eric Silverman (national leader on treating painful conditions with oral ketamine(1)) and Dr. Andrew Chang (national leader on conducting ED-based clinical trials on medicines to treat pain(2)), who will donate their time in kind.

Description of the problem:

The opioid epidemic in the United States has persisted for over two decades and continues to profoundly affect communities nationwide. We now understand that even medically appropriate exposure to opioids carries a risk for developing opioid use disorder (OUD), contributing to the scale of the current crisis.(3) The emergency department (ED) is one location where patients are exposed to opioids when being treated for their acute and/or chronic painful conditions..

Unfortunately, while non-opioid pain medicine (e.g., acetaminophen and NSAIDs) are relatively safe, they are not very effective at treating severe pain. Moreover, while opioids are effective at treating acute pain, they have long-term safety risks including dependence and addiction. Therefore, there exists an ongoing need to develop alternatives to opioids to treat ED patients with painful conditions.

Description of approach:

Ketamine is a dissociative anesthetic with several usages in medicine. Parenteral ketamine (IV form) is currently used for management of acute pain in the ED setting, although current practice and procedures typically require patients to remain on bedside heart monitoring during parenteral ketamine use. Oral ketamine represents another route of administration that is less commonly used for the treatment of acute pain. While oral ketamine was originally thought to have less favorable pain reducing characteristics than parenteral ketamine, clinical experience and some studies suggest that oral ketamine might be a better option in many situations.(1, 4) Specifically, oral ketamine is considered relatively safe and does not require patients to be on bedside heart monitoring because there are relatively few adverse cardiovascular effects or occurrences of emergence phenomenon. While large randomized clinical trials are lacking for oral ketamine, Albany Medical Center's Department of Anesthesiology has been at the forefront of oral ketamine usage, with a recent paper demonstrating safe usage in over 600 patients.(1)

Buprenorphine (traditionally used to treat patients with opioid use disorder) has pharmacological properties that are different than other opioid medications. Because buprenorphine has less full-agonist opioid activity, studies have shown buprenorphine to have less adverse effects (respiratory depression) and development of tolerance than traditional opioids.(5) While buprenorphine has been well-studied for the treatment of acute and chronic pain in other settings, to our knowledge, there are no published studies reporting on the use of buprenorphine for pain control in the ED setting.

The Albany Medical Center Department of Emergency Medicine is currently developing pathways for medicating patients with painful conditions utilizing relatively novel alternatives to opioid medications (oral ketamine and buprenorphine).

While our department has begun utilizing these medicines under the guidance of our medical directors for appropriate patients, **we now plan to perform an observational study on a convenience sample of ED patients who receive either oral ketamine or buprenorphine for pain.**

This study will serve three purposes. First, the study will serve as a quality assurance project to ensure that patients who receive oral ketamine or buprenorphine have good clinical outcomes. This would directly inform our own policy. Second, we intend to disseminate the research results regionally or nationally to share our experience with other similar EDs. Third, the research will provide important preliminary data for our department to apply for a larger federal grant to perform a randomized controlled trial investigating which alternative to opioids regimen is optimal (good pain control and minimal long-term safety effects).

The procedures of the project include the following: The clinical ED staff will contact the research coordinators when an ED patient is being given either oral ketamine or buprenorphine (as determined by the treating provider). The research coordinator will obtain permission/consent and HIPAA authorization, record the patient's pain scores before and after the treatment, record for any adverse events, and obtain the patient's contact information. The research coordinator will then call the patient one month and three months after the ED visit to determine whether patient has any problems related to substance use disorder or is using opioids for pain.

Performance Measures:

- We intend to recruit at least 50 patients for the study over the course of a one-year period.
- For each patient who receives oral ketamine or buprenorphine for pain
 - Primary outcomes of interest: Any problems related to substance use disorder or opioids for pain at one month and three month follow up.
 - Secondary outcome of interest: Adverse events peri-administration
 - Secondary outcome of interest: Pain control during ED visit
 - Secondary outcome of interest: Receipt of 'rescue' opioids during hospital stay

Cost Proposal

Expense Breakdown	Quantity	Amount	Rationale
Research coordinator (\$60,000 per year salary)	0.21 FTE	\$14,104 (includes fringe)	Data collection
Dr. Michael Waxman	0.04 FTE	In kind	Principal investigator on the study
Sub-Total		\$14,104	
Agency Administration Albany Medical Health System Overhead Rate (5%)		\$705	
Total expenses		\$14,809	

References

1. Lucchesi A, Schwenk ES, Silverman ER. Orally administered ketamine and postoperative opioid use in colorectal surgery: a retrospective cohort study. *Reg Anesth Pain Med*. 2024.
2. Chang AK, Bijur PE, Esses D, Barnaby DP, Baer J. Effect of a Single Dose of Oral Opioid and Nonopioid Analgesics on Acute Extremity Pain in the Emergency Department: A Randomized Clinical Trial. *JAMA*. 2017;318(17):1661-7.
3. Barnett ML, Olenski AR, Jena AB. Opioid-Prescribing Patterns of Emergency Physicians and Risk of Long-Term Use. *N Engl J Med*. 2017;376(7):663-73.
4. Gerges L, Fassassi C, Barberan C, Correa Bravo S, Davis A, Drapkin J, et al. Oral Aspirin/ketamine versus oral ketamine for emergency department patients with acute musculoskeletal pain. *Am J Emerg Med*. 2022;58:298-304.
5. Selman K, Perelman S, Blatcher C, Fett D, Adams A, Roberts B. Buprenorphine for acute pain in older adults: a systematic review with meta-analysis. *Pain Med*. 2024.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

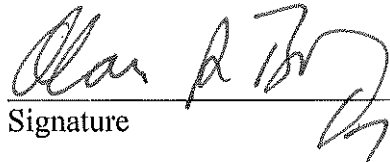
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



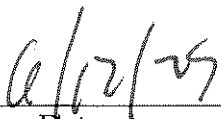
Signature

EVP & Dean

Title

Albany Medical College

Company Name



Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 12 day of June, 2025, before me personally appeared Alan Boulos M.D. to me known, who, being by me sworn, did say that he resides at (give address) 47 New Scotland Ave, Albany, NY 12208; that he is the (give title) EVP & Dean of the (name of corporation) Albany Medical College, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Susan M. Swain

Notary Public, State of NY

Qualified in Albany County

Commission Expires May 4, 2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

SUSAN M. SWAIN
Notary Public, State of New York
Registration No. 01SW6324283
Qualified in Albany County
Commission Expires May 4, 2027

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Albany Medical College		3. IDENTIFICATION NUMBERS a) FEIN # 1141338310A1 b) DUNS # 190592162 UEI: G6VVMPNK4Y48	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.amc.edu/	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 47 New Scotland Ave., Albany, NY 12208		7. TELEPHONE NUMBER (518) 262-9038	8. FAX NUMBER (518) 262-5890
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name William D. Hammer Title Asst. Dir, ORA Telephone Number (518) 262-9038 Fax Number (518) 262-5890 e-mail hammerw@amc.edu			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. This is a 501(c)3 Institution of Higher Learning Senior Leadership attached.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:	☒ Yes ☐ No
	1. federal, state or local health laws, rules or regulations. (Attached NYS VRQ Legal Proceedings for details)	
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☒ Yes ☐ No
	(Attached NYS VRQ Legal Proceedings for details)	
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

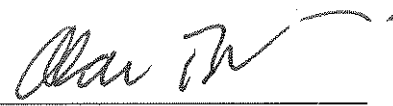
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Albany Medical College

Signature of Owner



Address 47 New Scotland Ave

Printed Name of Signatory Alan S. Boulos, MD

City, State, Zip Albany, NY 12208

Title EVP & Dean

Sworn before me this _____ day of _____, 20____;

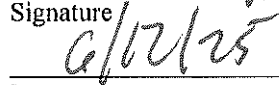
Notary Public



Printed Name



Signature



Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

6/12/25
Date


Signature
EVP & Dean
Title
Albany Medical College
Company Name



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Albany Medical College 47 New Scotland Avenue Albany, NY 12208 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-262-9038 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1338310
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany (RFP# 2025-084) 112 State Street, Room 100 Albany, NY 12207	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 958489 3c. Policy Effective Period 01/01/2025 to 12/31/2025

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 06/12/2025 By Fiona Black
(Signature of Insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-800-247-6875 Name and Title Fiona Black, Small Market Client Advocate

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Cost Proposal

Expense Breakdown	Quantity	Amount	Rationale
Research coordinator (\$60,000 per year salary)	0.21 FTE	\$14,104 (includes fringe)	Data collection
Dr. Michael Waxman	0.04 FTE	In kind	Principal investigator on the study
Sub-Total		\$14,104	
Agency Administration Albany Medical Health System Overhead Rate (5%)		\$705	
Total expenses		\$14,809	

References

1. Lucchesi A, Schwenk ES, Silverman ER. Orally administered ketamine and postoperative opioid use in colorectal surgery: a retrospective cohort study. *Reg Anesth Pain Med*. 2024.
2. Chang AK, Bijur PE, Esses D, Barnaby DP, Baer J. Effect of a Single Dose of Oral Opioid and Nonopioid Analgesics on Acute Extremity Pain in the Emergency Department: A Randomized Clinical Trial. *JAMA*. 2017;318(17):1661-7.
3. Barnett ML, Olenski AR, Jena AB. Opioid-Prescribing Patterns of Emergency Physicians and Risk of Long-Term Use. *N Engl J Med*. 2017;376(7):663-73.
4. Gerges L, Fassassi C, Barberan C, Correa Bravo S, Davis A, Drapkin J, et al. Oral Aspirin/ketamine versus oral ketamine for emergency department patients with acute musculoskeletal pain. *Am J Emerg Med*. 2022;58:298-304.
5. Selman K, Perelman S, Blatcher C, Fett D, Adams A, Roberts B. Buprenorphine for acute pain in older adults: a systematic review with meta-analysis. *Pain Med*. 2024.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dr. Stephen Giordano
Mental Health

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 17, 2025

RE: RFP # 2025-084, Opioid Settlement Funded Treatment Provider Mini-Grants,
AMC 2 Pilot Randomized Controlled Trial of Oral Ketamine and Buprenorphine
for Pain Control in Emergency Department Patients.

I am in receipt of your recommendation to award the aforementioned to Albany Medical College in the amount of \$14,809.00.

I have no objection to the selection of Albany Medical College.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 15, 2025

Pamela O'Neill, CPPB
Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207

Re: RFB #2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants

Dear Ms. O'Neill,

After reviewing the proposals submitted in response to RFB #2025-084, Albany County Department of Mental Health has approved the three projects proposed by Albany Medical Center. These include:

- Virtual Reality for Non-Opioid Pain Management: \$6,165
- Pilot randomized controlled trial of oral ketamine and buprenorphine for pain control in emergency department patients: \$14,809
- Supplemental Assistance for Patients of the Albany Med Addiction Clinic: \$15,000

If you have any questions, please contact Adam Kirkman at adam.kirkman@albanycountyny.gov or (518) 447-2057.

Sincerely,

Stephen J. Giordano, Ph.D.
Commissioner
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

RESOLUTION NO. 334

AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING EMERGENCY DEPARTMENT PAIN MANAGEMENT RESEARCH AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Introduced: 9/8/25

By McLaughlin, Pedo, Miller and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with Albany Medical Center regarding research on the use of oral ketamine and buprenorphine for pain management at the Albany Medical Center Emergency Department in the amount of \$14,809 for a one-year term, and

WHEREAS, The Director has also requested authorization to amend the 2025 Albany County Budget to appropriate the funding from the Opioid Settlement Fund, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany Medical Center, Albany, NY 12208 regarding research on the use of oral ketamine and buprenorphine for pain management at the Albany Medical Center Emergency Department in the amount of \$14,809 for a one-year term, and, be it further

RESOLVED, That the 2025 Albany County Budget is amended as follows:

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A9	4320	44489	TPM02			Albany Medical College / Center 2	\$14,809	\$0	\$14,809	Opioid Settlement Fund
						TOTAL APPROPRIATIONS	\$14,809	\$0		
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A	A	00759				Opioid Settlement Fund	\$0	\$14,809	\$ 6,500,179	Opioid Settlement Fund
						TOTAL REVENUES	\$0	\$14,809		
						GRAND TOTAL	\$14,809	\$14,809		

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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$15,000 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP #2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds establish a fund that will provide needed assistance to clients of the AMC Addiction Clinic. This assistance will focus on three key areas: 1) phones and basic phone plans; 2) government identification and, 3) transportation. These areas often serve as barriers to treatment access and stability and removing them will help ensure clients remain engaged in their treatment services.

Protocols will be established regarding who will be provided cell phones and phone plans. For those lacking IDs, grant funds will be used to cover the cost of a state-issued IDs as well as any supporting documentation that is missing. Transportation assistance will be provided through ride-sharing services like Uber and Lyft, as cab companies and Medicaid transportation have often refused calls from AMC.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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



County of Albany

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

Legislation Text

File #: TMP-6729, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an \$15,000 Opioid Settlement Fund mini grant to Albany Medical Center

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Alan S. Boulos, MD Albany Medical College, 47 New Scotland Ave, Albany, NY 12208

Term: (Start/end date or duration) 1 year
Amount/Raise Schedule/Fee: \$15,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$15,000
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$15,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	3
# of MWBE:	0
# of Veteran Business:	0
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$15,000 in Opioid Settlement Funding to Albany Medical College / Center in response to their proposal for funding through RFP #2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants. AMC will use these funds establish a fund that will provide needed assistance to clients of the AMC Addiction Clinic. This assistance will focus on three key areas: 1) phones and basic phone plans; 2) government identification and, 3) transportation. These areas often serve as barriers to treatment access and stability and removing them will help ensure clients remain engaged in their treatment services.

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Albany County Department of Mental Health										2025 Budget Amendment			
BUDGET LINE				DESCRIPTION				INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME		
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY									
A9	4320	44489	TPM03				Albany Medical College / Center 3	\$15,000	\$0	\$15,000		Opioid Settlement Fund	
							TOTAL APPROPRIATIONS	\$15,000	\$0				
BUDGET LINE				DESCRIPTION				DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME		
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY									
A	A	00759					Opioid Settlement Fund	\$0	\$15,000	\$ 6,500,179		Opioid Settlement Fund	
							TOTAL REVENUES	\$0	\$15,000				
							GRAND TOTAL	\$15,000	\$15,000				

RFP# 2025-084 (Opioid Settlement Funded Treatment Provider Mini-Grants)

Proposal title: Supplemental Assistance for Patients of the Albany Med Addiction Clinic

Proposer: Alan S. Boulos, MD
47 New Scotland Ave
Albany, NY 12208
518-262-9038
researchadmin@amc.edu

Contact person: Bill Hammer
Assistant Director
Office of Research Affairs

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Statement of Proposer Qualifications

Albany Medical College is the proposer of this grant. It is one of the nation's oldest medical schools and one of four free-standing medical colleges in the United States. Each year it confers more than 200 degrees, including medical degrees, advanced Nurse Anesthesiology, Physician Assistant Studies, Bioethics, and Biomedical Sciences. The medical college has created an innovative curriculum that integrates basic science and clinical medicine to build a framework for diagnosis, prevention, and treatment that focuses on health equity and holistic, effective medical treatment.

Albany Medical College's commitment to community has been an important part of our identity for many years and is central to our strategic plan, with the goal of using our collective expertise to help our community lead healthier lives. We see this as a call to go beyond providing health care services by focusing on improving social determinants of health. As a result, Albany Medical College partners with dozens of community organizations to improve the region's health and quality of life. In addition, large medical centers are traditionally located centrally in underserved communities, and this is the case with Albany Medical College.

Albany Medical Center is the centerpiece of medicine, research, and medical education in the Capital District region of New York State and is one of the area's largest private employers with 9,000 employees. Albany Medical Center is a 734-bed "safety net" hospital for the community where patients are treated regardless of ability to pay. It is also a destination for specialty services. Albany Medical Center is part of Albany Med Health System, which also includes Saratoga Hospital, Columbia Memorial Health, Glens Falls Hospital, and the Visiting Nurses Association of Albany. Albany Med Health System is locally governed and employs more than 16,000 professionals, including nearly 850 physicians, and can be found in more than 100 locations across a 150 mile catchment area covering 25 Counties.

Albany Med serves incredibly diverse communities, including three million people across 23 urban and rural counties in Northeastern New York and into Western New England. Approximately 70% of adult and pediatric patients are Medicaid or Medicare beneficiaries. In 2022, there were more than 35,000 patient admissions, over 1 million outpatient visits, and 78,300 emergency department visits.

The name and title of the person authorized to bind the Proposer is Dr. Alan S. Boulos who is the Dean of Albany Medical College. His address is 43 New Scotland Ave, MC-1; Office of Research Affairs, Albany NY 12208. Telephone number is 518-262-9038. Email is researchadmin@amc.edu

The professional staff member who will be involved in the County Engagement will be Dr. Andrew K. Chang, an Endowed Professor and Vice Chair of Research and Academic Affairs in the Department of Emergency Medicine. His address is 43 New Scotland Ave MC-139, Albany NY 12208. He has published numerous studies, including 14 randomized clinical trials, the vast majority having to do with pain and/or the opioid crisis. His 2017 publication in JAMA demonstrated no difference in pain relief when using a combination of oral acetaminophen (Tylenol) and oral ibuprofen (Motrin) as compared to 3 commonly used opioids including oxycodone/acetaminophen (Percocet), hydrocodone/acetaminophen (Vicodin), and codeine/acetaminophen (Tylenol with codeine). Dr. Chang's office address is 43 New Scotland Ave, MC-139, Albany, NY 12208 and his direct office phone is 518-262-4936. Dr. Chang works closely with Mr. Danny Resnick, RN, FNP-BC, who is a nurse practitioner in the Division of Medical Toxicology and Addiction Medicine. He staffs our outpatient MAT clinic three times per week and provides consultation on ED patients and inpatients suspected of having OUD as well as other substance use disorders.

CURRICULUM VITAE

Name: **Andrew K. Chang, MD, MS**
40 Aviation Road Apt 214
Albany, NY 12205
Work: 518-262-4936
Email: changa1@mail.amc.edu

Education:

1986-90 B.S. Stanford University, Stanford California
Major: Chemistry with honors

1991-96 M.D., University of California, San Diego, La Jolla, California

2006-08 M.S. (Clinical Research), Albert Einstein College of Medicine, Clinical
Research Training Program, Bronx, New York

Postgraduate training:

1996-00 Intern and Resident, Harvard Affiliated Emergency Medicine Residency
(Massachusetts General Hospital, Brigham and Women's Hospital), Boston,
Massachusetts

Professional employment and Hospital appointments:

2000-03 Assistant Professor, Department of Emergency Medicine, University of California,
Irvine, Orange, California

2003-2016 Attending Physician, Department of Emergency Medicine, Montefiore Medical
Center, Bronx, NY

2003-2008 Assistant Professor of Clinical Emergency Medicine, Albert Einstein College of
Medicine, Bronx, NY

2008-2015 Associate Professor of Clinical Emergency Medicine, Albert Einstein College of
Medicine, Bronx, NY

2015-2018 Professor of Clinical Emergency Medicine, Albert Einstein College of Medicine,
Bronx, NY

2016-present Vincent P. Verdile, MD '84 Endowed Chair in Emergency Medicine, Professor of
Emergency Medicine, Albany Medical Center

Andrew K. Chang, MD, MS

2016-present Vice Chair of Research and Academic Affairs, Department of Emergency Medicine, Albany Medical Center

2018-present Adjunct Clinical Professor, Albert Einstein College of Medicine, Bronx, NY

Board Certification:

2001 Diplomate, American Board of Emergency Medicine, No. 200273

2011 Diplomate, American Board of Emergency Medicine, No 200273

2026 Diplomate, American Board of Emergency Medicine, No 200273

Professional Society Membership:

American College of Emergency Physicians (ACEP) (since 1994)

Society for Academic Emergency Medicine (SAEM) (since 2000)

American Pain Society (APS) (2003-2018)

American Academy of Neurology (AAN) (2000-2004)

American Geriatrics Society (since 2011)

American Academy of Pain Medicine (since 2013)

Healthcare Financial Management Association (since 2018)

American Association for Physician Leadership (since 2019)

Awards and Honors:

2003 EMF (Emergency Medicine Foundation) EMBRS (Emergency Medicine Basic Research Skills) research grant recipient, American College of Emergency Physicians, Dallas, Texas

2006 SAEM (Society of Academic Emergency Medicine) Research Training Grant Recipient, 2006-2008.

Andrew K. Chang, MD, MS

Other Professional Activities:

Peer reviewer, *Academic Emergency Medicine*, *Annals of Emergency Medicine*, *Journal of Emergency Medicine*

Peer reviewer (guest), *AHRQ Effective Health Care Program*, *Journal of Critical Illness*

Peer reviewer (ad hoc), *JAMA*

Advisory Board Member, Foundation for Education and Research in Neurological Emergencies (FERNE)

Society for Academic Emergency Medicine (SAEM) New York State Regional Meeting Planning Committee (2006)

American College of Emergency Physicians (ACEP), Reimbursement Committee (2000-2001)

Research Directors Interest Group, SAEM (2006 – present)

American Pain Society (APS) representative for a multidisciplinary committee discussing pain in the emergency department (2010)

Society for Academic Emergency Medicine (SAEM) Grants Committee (2004-present)

Society for Academic Emergency Medicine (SAEM) Program Committee (2017-present)

SAEM Grant Committee, RTG (Research Training Grant) Subcommittee chair (2012-2016)

Committee on Appointments and Promotions, Albert Einstein College of Medicine (2008-2010)

Society for Academic Emergency Medicine (SAEM) Annual Meeting Abstract Reviewer (2009-present)

Academy of Geriatric Emergency Medicine, Member at Large, 2010-2012

Academy of Geriatric Emergency Medicine, Secretary, 2012-2013

Guest reviewer for AHRQ Effective Health Care Program, 2012

Early Career Reviewer, Center for Scientific Review, National Institute of Health, 2013-present.

Academy of Geriatric Emergency Medicine, Treasurer, 2013-2014

Associate Editor for textbook, “Geriatric Emergencies: A Discussion Based Review”. Wiley, 2015.

Chair, SAEM Grants Committee (2017-2019)

Andrew K. Chang, MD, MS

Ex-officio Trustee, SAEM (Society of Academic Emergency Medicine) Board of Trustees Foundation (2017-2019)

Reviewer, *The Medical Letter*, 2018 (*The Medical Letter* provides unbiased information on new and existing drugs and other therapies).

AMC Departmental APT (Appointments, Promotion and Tenure) Chair, 2016-present

AMC EBHC2 (Evidence-Based Health Care for 2nd year medical students), small group instructor (7 1-hour sessions per year), 2017-present.

AMC Patient Safety Rounds, member, 2017-present, daily

AMC Pain Quality Improvement Team (hospital wide), Chair, 2018- present, monthly

AMC Finance committee (hospital wide), 2018-present, monthly

AMC ED Operations committee, member, 2018-present, weekly

AMC ED Service Quality Improvement Team, member, 2018-present, monthly

AMC Masters of Clinical Investigation (MSCI) Creation Team, 2018-present, monthly

AMC JD FP (Junior Faculty Development Program), faculty mentor, 2018-present

AMC REDCap (Research Electronic Data Capture) committee, founding member, 2018-present

TEP (Technical Expert Panel) member for systematic review “Treatments for Acute Pain” commissioned by AHRQ (Agency for Healthcare Research and Quality), 2019-2020

AMC MEC PIT (Medical Executive Committee Performance Improvement Team), member, 2019 – present, monthly

AMC APTC (Committee on Appointments, Promotion, and Tenure) Committee, 2020- present, monthly

AMC Mentoring Committee, 2020-present, monthly

Guideline Development Group member for FDA sponsored project “Clinical Practice Guidelines for the Assessment and Management of Acute Low Back Pain (ALBP)”, 2023-present.

AMC Scientific Advisory Board, Clinical subcommittee member, 2024-present

Research/Grant Support

- 2006-** “Defining the Role of IV Hydromorphone in ED Patients Presenting with Severe Pain” **2008**
Society for Academic Emergency Medicine, Research Training Grant
\$150,000
Role: Principal Investigator
- 2011-** “Optimizing Emergency Department Treatment of Older Adults with Acute Pain”,
2018 National Institutes of Aging (NIA), K23 award, 1K23AG033100-01A2
\$668,790 (Indirect 8%)
Role: Principal investigator
- 2023-** “Emergency Department Alternatives to Opioids at Albany Med Health System (ED-
2026 ALT AMHS)
SAMHSA (Substance Abuse and Mental Health Services Administration, TI086185-01
\$499,025 (PI: Michael Waxman, MD)
Role: ED-Based Pain Management & Geriatric Pain Expert (5% effort)
- 2024-** “Improving Retention-in-Care for Albany Med Opioid Use Disorder Patients”,
2026 County of Albany, RFP# 2024-010
\$175,000
Role: Principal Investigator

Professional Courses

Chair Development Program, Association of Academic Chairs in Emergency Medicine (AACEM), Class of 2017-2018. (Yearlong leadership training initiative designed to enhance the capabilities and effectiveness of new and aspiring academic emergency medicine department chairs through skill development, advising, and mentorship). <https://www.saem.org/aacem/education/cdp-program>

ACEP EDDA (Emergency Department Directors Academy) Phase 1, February 2019 (One-week course with content including developing leadership/communication skills, dealing with difficult staffing issues, patient satisfaction, preventing errors and malpractice, productivity and compensation, hospital and physician contracts). <https://www.acep.org/edda/PhaseI/AboutPhaseI/>

Institute for Healthcare Improvement Perfecting Emergency Department Operations, June 2019 (3-day course to optimize ED patient flow, operations, and service). <http://www.ihl.org/education/InPersonTraining/Perfecting-ED/Pages/default.aspx>

Harvard T.H. Chan School of Public Health Leadership Development for Physicians in Academic Health Centers, November 2019. (Two-week program to enhance and develop leadership abilities and effectiveness by providing increased understanding of responsibilities as leaders, perspective on the critical leadership and management issues faced, and understanding and awareness of concepts and techniques relevant to management). <https://www.hsph.harvard.edu/ecpe/programs/leadership-development-for-physicians/>

BIBLIOGRAPHY

A. Original Communications in Reviewed Journals:

Arndtsen B, Sleiman H, **Chang A**, et al. Evidence for Ambiphilic Behavior in (CO)₅W=NPH – Conversion of Carbonyl Compounds to N-Phenyl Imines via Metathesis. *Journal of the American Chemical Society* 1991; 113:4871-4876.

Chang A, Edelstein S, Barrett-Connor E. Low Plasma Cholesterol Predicts an Increased Risk of Lung Cancer in Elderly Women. *Prev Med* 1995; 24:557-62.

Chang A, Dunford J, Hoyt D, Rosen P. MAST '96. *J Emerg Med* 1996; 14:419-24.

Chang A. Diplopia in a Patient with Carcinomatous Meningitis: A Case Report and Review of the Literature. *J Emerg Med* 2002; 23(4): 351-354.

Chang A, Schoeman G, Hill MA. A Randomized Trial to Assess the Efficacy of the Epley Maneuver in the Treatment of Acute Benign Positional Vertigo. *Acad Emerg Med* 2004;11:918-924.

Bijur PE, Schechter C, Esses D, **Chang AK**, Gallagher EJ. Intravenous bolus of ultra-low dose naloxone added to morphine does not enhance analgesia in emergency department patients. *J Pain* 2006;7:75-81.

Chang AK, Bijur PE, Meyer R, Kenny MK, Solorzana C, Gallagher EJ. Safety and Efficacy of Hydromorphone as an Analgesic Alternative to Morphine in Acute Pain: A Randomized Clinical Trial. *Ann Emerg Med* 2006;48 :164-172.

Chang AK, Lent GL, Grinberg D. Double Dose External Cardioversion for Refractory Unstable Atrial Fibrillation in the Emergency Department. *Am J Emerg Med* 2008;26:385.

Bijur PE, Esses D, Birnbaum A, **Chang AK**, Schechter C, Gallagher EJ. Response to morphine in male and female patients: analgesia and adverse events. *Clin J Pain* 2008;24:192-198.

Ducharme J, Tanabe P, Homel P, Miner JR, **Chang AK**, Lee J, Todd KH. The influence of triage systems and triage scores on timeliness of ED analgesic administration. *Am J Emerg Med*, 2008;26(8):867-873.

Chang AK, Bijur PE, Campbell CM, Murphy KM, Gallagher EJ. Safety and Efficacy of Rapid Titration Using 1 mg Doses of IV Hydromorphone in ED Patients with Acute Severe Pain: The "1+1" Protocol. *Ann Emerg Med*, 2009;54(2):221-5.

Chang AK, Bijur PE, Napolitano A, Gallagher EJ. 2 mg IV Hydromorphone is efficacious in treating pain but is associated with oxygen desaturation. *J Opioid Manag* 2009;5(2):75-80.

Chang AK, Bijur PE, Baccellieri A, Gallagher EJ. Efficacy and safety profile of a single dose of hydromorphone compared with morphine in older adults with acute, severe pain: a prospective, randomized, double-blind clinical trial. *Am J Geriatr Pharmacother*, 2009;7(1):1-10.

Chang AK, Bijur PE, Gallagher EJ. Randomized clinical trial comparing a patient-driven protocol of intravenous hydromorphone with traditional physician-driven management of emergency department patients with acute severe pain. *Ann Emerg Med*, 2009;54(4):561-567.

Bijur PE, **Chang AK**, Gallagher EJ. Identifying the minimum clinically significant difference in acute pain in elderly ED patients. *Ann Emerg Med*, 2010;56(5):517-521.

Bijur PE, **Chang AK**, Esses D, Gallagher EJ. Problems with measurement of the minimum clinically significant difference in acute pain in elders. *Acad Emerg Med* 2011;18(2):135-9.

Chang AK, Bijur PE, Gallagher EJ. Randomized clinical trial comparing the safety and efficacy of a hydromorphone titration protocol to usual care in the management of adult emergency department patients with acute severe pain. *Ann Emerg Med* 2011;58(4):352-9.

Bijur PE, Esses D, **Chang AK**, Gallagher EJ. Dosing and titration of intravenous opioid analgesics administered to ED patients in acute severe pain. *Am J Emerg Med* 2012;30(7):1241-4.

Chang AK, Lupow JB, Bijur PE, Gallagher EJ. Randomized Clinical Trial of Efficacy and Safety of a Single 2 mg IV Dose of Hydromorphone vs. Usual Care in the Management of Acute Pain. *Acad Emerg Med*; 2013;20(2):185-92.

Chang AK, Bijur PE, Lupow JB, Gallagher EJ. Randomized Clinical Trial of the 2-mg Hydromorphone Bolus Protocol versus the “1+1” Hydromorphone Titration Protocol in Treatment of Acute, Severe Pain in the First Hour of Emergency Department Presentation. *Ann Emerg Med*; 2013;62:304-10.

Chang AK, Bijur PE, Davitt ME, Gallagher EJ. Randomized Clinical Trial of an Intravenous Hydromorphone Titration Protocol Versus Usual Care for Management of Acute Pain in Older Emergency Department Patients. *Drugs Aging*; 2013;30:747-54.

Chang AK, Bijur PE, Munjal, KG, Gallagher EJ. Randomized Clinical Trial of Hydrocodone/Acetaminophen Versus Codeine/Acetaminophen in the Treatment of Acute Extremity Pain After Emergency Department Discharge. *Acad Emerg Med*; 2014;21:228-235.

Musey PI, Linnstaedt SD, Platts-Mills TF, Miner JR, Bortsov AV, Safdar B, Bijur P, Rosenau A, Tsze DS, **Chang AK**, Dorai S, Engel K, Feldman JA, Fusaro AM, Lee DC, Rosenberg M, Keefe FJ, Peak DA, Nam CS, Patel R, Fillingim RB, McLean SA. Gender Differences in Acute and Chronic Pain in the Emergency Department: Results of the 2014 Society for Academic Emergency Medicine Consensus Conference Pain Section. *Acad Emerg Med*. 2014;21:1421-1430.

Chang AK, Bijur PE, Gallagher EJ. Comparative Analgesic Efficacy of Oxycodone/acetaminophen vs. Codeine/acetaminophen for Short-term Pain Management Following ED Discharge. *Pain Med* 2015;16(12):2397-404.

Chang AK, Bijur PE, Gallagher EJ. Comparative Analgesic Efficacy of Oxycodone/acetaminophen vs. Hydrocodone/acetaminophen for Short-term Pain Management In Adults Following ED Discharge. *Acad Emerg Med* 2015;22(11):1254-60.

Chang AK, Bijur PE, Holden L, Gallagher EJ. Efficacy of an Acute Pain Titration Protocol Driven by Patient Response to a Simple Query: Do You Want More Pain Medication? *Ann Emerg Med* 2016;67(5):565-72.

Bijur PE, Mills AM. **Chang AK**, et al. Comparative Effectiveness of Patient-Controlled Analgesia for Treating Acute Pain in the Emergency Department. *Ann Emerg Med* 2017; 70(6):809-818.

Chang AK, Bijur PE, Esses D, Barnaby D, Baer J. Effect of a single dose of oral opioid and nonopioid analgesics on acute extremity pain in the emergency department: a randomized clinical trial. *JAMA* 2017;318(17):1661-1667.

Chang AK, Bijur PE, Ata, A, et al. Randomized Clinical Trial of IV Acetaminophen as an Analgesic Adjunct for Older Adults with Acute Severe Pain. *Acad Emerg Med* 2019; Apr 26(4):402-409; doi: 10.1111/acem.13556.

Hosain F, Lee J, Ata A, Bhullar RK, **Chang AK**. Physician Renewal of Chronically Prescribed Controlled Substances Based on Urine Drug Test Results. *J Prim Care Community Health* 2019; Vol 10: 1-5.

Chang AK, Edwards RR, Morrison RS, Argoff C, Ata A, Holt C, Bijur PE. Disparities in Acute Pain Treatments by Cognitive Status in Older Adults with Hip Fracture. *J Gerontol A Biol Sci Med Sci* 2019; Sep 27

Bijur PE, Friedman BW, White D, Wollowitz A, Campbell C, Jones M, **Chang AK**, Gallagher EJ. Randomized Clinical Trial of IV Acetaminophen as an Adjunct to IV Hydromorphone for Acute Severe Pain in Emergency Department Patients. *Acad Emerg Med* 2020 Feb 20 doi: 10.1111/acem.13947.

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Johnson M, Strait L, Ata A, Barscherer A, Miller C, **Chang A**, Stain SC, Tafen M. Do Lidocaine Patches Reduce Opioid Use in Acute Rib Fractures? *Am Surg* 2020 Sep;86(9):1153-1158.

Chang AK, Chang IY, Lord S, White N, Ata A. Emergency Physicians' Interpretation of 3- and 7-day Supplies of Opioids. *Acad Emerg Med* 2021 May;28(5):586-588. doi: 10.1111/acem.14165. Epub 2020 Nov 23. PMID: 33131116

Griesemer S, Van Slyke G, Ehrbar D, Strle K, Yildirim T, Centurioni D, Walsh A, **Chang AK**, Waxman M, and St. George K. Evaluation of specimen types and saliva stabilization solutions for SARS-CoV-2 testing. *J Clin Microbiol* 2021 Mar 5; JCM.01418-20. doi: 10.1128/JCM.01418-20. Online ahead of print

Abreu C, Jawiche J, Nguyen M, **Chang AK**, Ata A, Reid S, Mason HRC, Rebagliati D, Myers JM, Pinto D, Jeffe DB, Boatright D. Characteristics of medical students interested in emergency medicine with intention to practice in underserved areas. *AEM Educ Train* 2021 Sep 29;5(Suppl 1):S65-S72. doi: 10.1002/aet2.10672. eCollection 2021 Sep.

Chang AK, Lee S, Le R, Ata A, Harland K, Khan A, McMillan M, Mohr N. Influence of Society for Academic Emergency Medicine Foundation's Research Training Grant on Postaward Academic Federal Funding. *Acad Emerg Med* 2022; Feb 2. Doi; 10.1111/acm.14456. Online ahead of print.

Book Editorship

Chief Editor, Medscape, Emergency Medicine (neurology and ophthalmology), 2017-present

Associate Editor for textbook, "Geriatric Emergencies: A Discussion Based Review". Wiley, 2015.

Book Chapters

Chang A. Jaundice. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 1st edition. Baltimore: Williams and Wilkins, 1999

Chang A. Torticollis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 1st edition. Baltimore, Williams and Wilkins, 1999

Chang A. Jaundice. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 2nd edition. Baltimore: Williams and Wilkins, 2003

Chang A. Torticollis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 2nd edition. Baltimore, Williams and Wilkins, 2003

Chang A. Perforated Tympanic Membrane. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 2nd edition. Baltimore, Williams and Wilkins, 2003

Anderson S, **Chang A**. Toxic Epidermal Necrolysis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 2nd edition. Baltimore, Williams and Wilkins, 2003.

Chang A. Falls in the Elderly. In: Hogan TM, ed. *Geriatric Emergencies: An EMT Teaching Manual*, 3rd edition. Turlock, CA: MedicAlert, 2004.

Chang A. Aortic Dissection. In: Meldon S, Ma J, Woolard B, eds. *Geriatric Emergency Medicine*. New York: McGraw-Hill, 2004.

Chang A. Dizziness and Vertigo. In: Ma OJ, Cline DM, eds. *Emergency Medicine Manual*, 6th edition. New York: McGraw-Hill, 2004.

Chang A. Dizziness and Vertigo. In: Ma OJ, Cline DM, eds. *Emergency Medicine: Just the Facts*, 2nd edition. New York: McGraw-Hill, 2004.

Andrew K. Chang, MD, MS

Chang A. Hernia. In: Keim SM, Gomella LG, eds. *Emergency Medicine – On Call*. New York, Lange Medical Books/McGraw-Hill, 2004.

Chang, A. Hypothermia. In: Wolfson AB, Hendey G, Linden C, eds. *The Clinical Practice of Emergency Medicine*, 4th edition. Philadelphia: Lippincott Williams & Wilkins, 2005.

Chang, A. Dizziness and Vertigo. In: Mahadevan SV, Garmel GM, eds. *An Introduction to Clinical Emergency Medicine*. Cambridge University Press, 2005.

Chang A. Jaundice. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 3rd edition. Baltimore: Williams and Wilkins, 2007

Chang A. Torticollis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 3rd edition. Baltimore, Williams and Wilkins, 2007

Chang A. Perforated Tympanic Membrane. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 3rd edition. Baltimore, Williams and Wilkins, 2007

Chang A, Choi H. Toxic Epidermal Necrolysis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 3rd edition. Baltimore, Williams and Wilkins, 2007.

Lent G, **Chang A.** Vertigo. In: Adams J, ed. *Emergency Medicine*. Philadelphia. Saunders Elsevier, 2008.

Chang A, Napolitano AN. Jaundice. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 4rd edition. Baltimore: Williams and Wilkins, 2011.

Chang A, Davitt M Torticollis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 4th edition. Baltimore, Williams and Wilkins, 2011.

Chang A, Choi H. Perforated Tympanic Membrane. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 4th edition. Baltimore, Williams and Wilkins, 2011.

Chang A, Shah, P. Toxic Epidermal Necrolysis. In: Rosen P, Barkin RM, Hayden SR, Schaeider J, Wolfe RE, eds. *The 5 Minute Emergency Medicine Consult*, 4th edition. Baltimore, Williams and Wilkins, 2011.

Chang A. Vertigo. In: Adams J, ed. *Emergency Medicine*, 2nd edition. Philadelphia. Saunders Elsevier, 2012.

Chang, A. Dizziness and Vertigo. In: Mahadevan SV, Garmel GM, eds. *An Introduction to Clinical Emergency Medicine*, 2nd edition. Cambridge University Press, 2012.

Andrew K. Chang, MD, MS

Chang A, Olshaker J. Dizziness and Vertigo. In: Marx J, Hockberger R, and Walls R, ed. *Rosen's Emergency Medicine: Concepts and Clinical Practice*, 8th edition. Philadelphia. Mosby, 2014.

Chang A. Dizziness and Vertigo. In: Marx J, Hockberger R, and Walls R, ed. *Rosen's Emergency Medicine: Concepts and Clinical Practice*, 9th edition. Philadelphia. Mosby. 2018.

Chang AK, Noonan J. Toxic Epidermal Necrolysis. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK, Grajny A. Vertebrobasilar Insufficiency. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK, Duncan, L. Torticollis. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK, Morrissey K. Ruptured tympanic membrane. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK, Geary. Jaundice. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK, Collins K. Cluster headache. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 6th edition. Philadelphia, PA: Wolters Kluwer; 2020.

Chang AK. Dizziness and Vertigo. In: Walls RM, Hockberger RS, Gausche-Hill M, ed. *Rosen's Emergency Medicine: Concepts and Clinical Practice*, 10th edition. Philadelphia. Mosby, expected publication 2021.

Chang AK. Musculoskeletal pain. In: Cisewski DH, ed. *Pain Management Guide*. 1st edition. Irving, TX: EMRA, 2020.

Chang AK. Pain in Older Adult. In: Cisewski DH, ed. *Pain Management Guide*. 1st edition. Irving, TX: EMRA, 2020.

Chang AK. Pain Management in the Emergency Department. In: Benzon, HT, ed. *Practical Management of Pain*, 7th edition. Elsevier, 2022.

Chang AK, Furlano E. NSAIDS in Older Adults. In: Winter, Michael et al: *Avoiding Common Errors in the Emergency Department*, 3rd edition. Wolters Kluwer Health, 2024.

Chang AK, Noonan J. Torticollis. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK, Collins K. Vertebrobasilar Insufficiency. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK, Hanowitz C. Cerebral aneurysm. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK, Feingold D. Ruptured tympanic membrane. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK, Cordi H. Jaundice. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK, Gillespie G. Cluster headache. In: *Rosen & Barkin's 5-Minute Emergency Medicine Consult*. 7th edition. Philadelphia, PA: Wolters Kluwer; expected publication 2025.

Chang AK. Aortic Dissection. In: *Pediatric Emergency Medicine: Chief Complaints and Differential Diagnoses*. 2nd edition. Cambridge University Press; expected publication 2025.

Chang AK. Slipped Capital Femoral Epiphysis. In: *Pediatric Emergency Medicine: Chief Complaints and Differential Diagnoses*. 2nd edition. Cambridge University Press; expected publication 2025.

On-line textbook chapters

Chang A, Samuels M. Benign Positional Vertigo. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A. Osgood-Schlatter Disease. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A. Trauma in Pregnancy. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A, Barton E. Pneumothorax and Pneumomediastinum. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A, Bohan S. Thoracic Outlet Syndrome. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A. Plant Poisoning, Mushroom – Amatoxin. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 1998-2012

Chang A. Spinal Cord Infections. In: Adler JN, Plantz SH, editors. *EMedicine: Emergency Medicine*. Boston: eMedicine Corporation, 2001-2012

Chang A. Trichomoniasis. In: Adler JN, Plantz SH, editors. *EMedicine: AAEM Emergency Medicine and Family Health Guide*. Boston: eMedicine Corporation, 2001-2012

Chang A. Epididymitis. In: Adler JN, Plantz SH, editors. *EMedicine: AAEM Emergency Medical and Family Health Guide*. Boston: eMedicine Corporation, 2001-2012

Reviews

Chang A. Tetanus (revision). In: Honigman B, Klasco R (Eds): Emergindex System, Micromedex, Inc, Englewood, CO; vol 97, December 1997.

Chang A. Penetrating Abdominal Trauma (revision). In Honigman B, Klasco R (Eds): Emergindex System, Micromedex, Inc., Englewood, CO; vol 96, September 1997.

Chang A, Barton E. Pneumothorax. Critical Decisions in Emergency Medicine, Vol. 13, No 5, Lesson 10, 1999.

Calkins T, **Chang A.** Soft-Tissue Wound Management. Critical Decisions in Emergency Medicine, Vol 15, No 11, Lesson 22, 2001.

Miller K, **Chang A.** Acute Inhalation Injury. Emerg Med Clin N Am, 2003, Vol 21 (2), pages 533-557.

Chang A, Shinnar S. Nonconvulsive status epilepticus. Emerg Med Clin N Am, 2011, Vol 29, pages 65-72.

Presentations

International

2003 “As the World Turns: Vertigo in the Emergency Department,” The Second Mediterranean Emergency Medicine Congress, Sitges, Spain

National

2004 “Pelvic Fractures: Update on Evaluation and Management” American College of Emergency Physicians (ACEP) annual conference, San Francisco, CA

2004 “Vertigo Skills Lab”, American College of Emergency Physicians (ACEP) annual conference, San Francisco, CA

2006 “As the World Turns: Peripheral Vertigo in the ED”, “The Subtle Myocardial Infarction and Infarction Mimics”, “Acute Stroke in the ED”, “Electrolytes at Panic Levels”, “Pelvic Fractures”, “Rapid Sequence Intubation: The Basics”, “Rapid Sequence Intubation: an Algorithmic Approach”, “First Trimester Vaginal Bleeding”, “Trauma in the Pregnant Patient”, “Aortic Catastrophes”. American Medical Seminars, Sarasota, Florida

2007 “Assessment and Management of Seizures in the Emergency Department”, American College of Emergency Physicians (ACEP) annual conference, Symposium Chair, Seattle, WA

2007 “As the World Turns: Peripheral Vertigo in the ED”, “The Subtle Myocardial Infarction and Infarction Mimics”, “Acute Stroke in the ED”, “Electrolytes at Panic Levels”, “Headache in Adults”,

- “Aortic Catastrophes”, “Rapid Sequence Intubation: The Basics”, “Rapid Sequence Intubation: an Algorithmic Approach”, “The X-ray is Negative... Common Sprains and Strains in the ED”, “Supraventricular Tachycardias”, American Medical Seminars, Sarasota, Florida
- 2008** “Rapid Sequence Intubation: The Basics”, “As the World Turns: Peripheral Vertigo in the Emergency Department”, “Electrolytes at Panic Levels”, “Supraventricular Tachycardias”, American Medical Seminars, Sarasota, Florida
- 2009** “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Supraventricular Tachycardias”, “Electrolytes at Panic Levels”, American Medical Seminars, Sarasota, Florida
- 2010** “As the World Turns: Dizziness and Vertigo in the Emergency Department.” American College of Emergency Physicians (ACEP) annual conference, Las Vegas, NV. This individual lecture was attended by over 1000 physicians
- 2010** “Stop the Pounding: Update on Headache Assessment and Treatment.” American College of Emergency Physicians (ACEP) annual conference, Las Vegas, NV. This individual lecture was attended by over 750 physicians (the maximum capacity of the lecture hall).
- 2010** “Vertigo Skills Lab.” American College of Emergency Physicians (ACEP) annual conference, Las Vegas, NV.
- 2010** “Seizures in the ED”, “Supraventricular Tachycardias”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2011** “As the World Turns: Dizziness and Vertigo in the Emergency Department.” American College of Emergency Physicians (ACEP) annual conference, San Francisco, CA.
- 2011** “The Thunderclap Headache: Subarachnoid Hemorrhage and Beyond.” American College of Emergency Physicians (ACEP) annual conference, San Francisco, CA.
- 2011** “Vertigo Skills Lab.” American College of Emergency Physicians (ACEP) annual conference, San Francisco, CA.
- 2011** “Seizures in the ED”, “Supraventricular Tachycardias”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2012** “As the World Turns: Dizziness and Vertigo in the Emergency Department.” American College of Emergency Physicians (ACEP) annual conference, Denver, CO.
- 2012** “Vertigo Skills Lab.” American College of Emergency Physicians (ACEP) annual conference, Denver, CO.
- 2012** “Seizures in the ED”, “The Thunderclap Headache”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2013** “SAEM Grant Writing Workshop” Society for Academic Emergency Medicine (SAEM), Atlanta, GA. Invited lecturer, “Writing the Specific Aims Page”.

- 2013** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2013** “As the World Turns: Peripheral Vertigo in the ED”, “Seizures in the ED”, “The Thunderclap Headache”, “Electrolytes at Panic Levels”, Northwest Anesthesia Seminars Inc, Emergency Medicine Update, Maui, Hawaii
- 2014** “Electrolytes at Panic Levels”, “Seizures in the ED”, “The Thunderclap Headache”, “As the World Turns: Peripheral Vertigo in the ED”, American Medial Seminars, Sarasota, Florida
- 2015** “Seizures in the ED”, “The Thunderclap Headache”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2016** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2017** “As the World Turns: Peripheral Vertigo in the ED”, “Seizures in the ED”, “The Thunderclap Headache”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2018** “Electrolytes at Panic Levels”, “Seizures in the ED”, “The Thunderclap Headache”, “As the World Turns: Peripheral Vertigo in the ED”, American Medial Seminars, Sarasota, Florida
- 2019** “Aortic Emergencies”, “The Opioid Epidemic”, “The Thunderclap Headache”, “As the World Turns: Peripheral Vertigo in the ED”, American Medial Seminars, Sarasota, Florida
- 2019** “Vertigo in the Emergency Department”. Grand Rounds lecture. Mount Sinai St. Luke’s West Emergency Medicine Residency Program, August 28, 2019, New York, NY.
- 2020** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Virtual presentation, Sarasota, Florida
- 2021** “The Opioid Epidemic”, “Thunderclap Headache”, “Aortic Emergencies”, “As the World Turns: Peripheral Vertigo in the ED”, American Medial Seminars, Virtual presentation, Sarasota, Florida
- 2021** “Acute Pain in the Emergency Department”. New York State Pain Society 9th Annual Meeting and Scientific Sessions, October 30, 2021, The Culinary Institute of America, Hyde Park, New York
- 2022** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2023** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida
- 2024** “The Thunderclap Headache”, “Seizures in the ED”, “As the World Turns: Peripheral Vertigo in the ED”, “Electrolytes at Panic Levels”, American Medial Seminars, Sarasota, Florida

Local

- 2017** “The Thunderclap Headache” AMC Emergency Medicine Residency, 1 hour lecture. September 13, 2017
- 2017** “Vertigo in the ED”; AMC Emergency Medicine Residency, 1 hour lecture. March 1, 2017.
- 2018** “Vertigo in the ED”; AMC Emergency Medicine Residency, 1 hour lecture, August 1, 2018
- 2020** “Vertigo in the ED”; AMC Emergency Medicine Residency, 1 hour lecture, December 9, 2020
- 2021** “Clinical Trials”; AMC MSCI; 2 hour lecture; May 18, 2021
- 2022** “Clinical Trials”; AMC MSCI, 2 hour lecture, April 13, 2022
- 2022** “Aortic Catastrophies”; AMC Emergency Medicine Residency, 1 hour lecture, August 31, 2022
- 2023** “Documenting your research experiences and presentations”, AMC BNGAP (Building the Next Generation of Academic Physicians) Build-A-CV Workshop, December 13, 2023
- 2024** “Aortic Catastrophies”; AMC Emergency Medicine Residency, 1 hour lecture, January 3, 2024
- 2025** “Personal Finance for graduating medical students”, 1 hour lecture, April 23, 2025
- 2025** “Vertigo in the ED”; AMC Emergency Medicine Residency, 1 hour lecture, April 23, 2025
- 2025** “The Thunderclap Headache” AMC Emergency Medicine Residency, 1 hour lecture. April 23, 2025
- 2025** “Personal finance for residents and junior attendings”, 1.5 hour lecture, July 2, 2025
- 2025** “Vertigo in the clinic”; AMC Family Medicine Residency, 1 hour lecture, July 24, 2025
- 2025** “Aortic Catastrophies”; AMC Emergency Medicine Residency, 1 hour lecture, July 30, 2025

Daniel Resnick, RN, FNP-BC

EDUCATION

University of California, San Francisco

Master of Science in Nursing, Specialty: Family Nurse Practitioner, June 2010

New York University

Bachelor of Science in Nursing, Summa Cum Laude, September 2006

Boston College

Bachelor of Science in Chemistry, May 2003

LICENSURE & CERTIFICATIONS

- American Nurses Credentialing Center, Family Nurse Practitioner, expires January 2026
- Family Nurse Practitioner, New York, expires September 2026
- Registered Nurse, New York, expires September 2026
- DEA License, expires April 2026
- Basic Cardiac Life Support (BCLS), expires April 2027

FAMILY NURSE PRACTITIONER EXPERIENCE

Albany Medical Center, Albany, NY, December 2020 – Present

Nurse Practitioner, Division of Medical Toxicology and Addiction Medicine

- Provide consultation on emergency room patients and inpatients suspected of having opioid use disorder as well as other substance use disorders.
- Provide perioperative and pain management consultation on emergency room patients and inpatients with opioid use disorder.
- Initiate and manage buprenorphine and methadone treatment with emergency room patients, inpatients and outpatients utilizing the latest techniques including microinduction.
- Staff outpatient MAT clinic three times weekly for continuity MAT patients utilizing buprenorphine.
- Participate in multiple grant efforts
- Educate hospital staff about opioid use disorder and MAT.

Sun River Health, Hudson, NY, July 2019 – November 2020

Staff Nurse Practitioner

- Provided comprehensive primary care to a population of vulnerable adults and children often with comorbid mental health and substance abuse diagnoses.
- Managed chronic illnesses including diabetes, hypertension, coronary artery disease, depression, anxiety and hyperlipidemia.
- Assessed, diagnosed, and treated urgent care and crisis issues such as strep throat, cellulitis and suicidality.
- Provided contraception, insertion and removal of Nexplanon.
- Treated chronic infectious diseases, such as HIV and Hepatitis C.
- Provided transgender health care and hormone treatment.
- Managed a caseload of at least 30 MAT patients with buprenorphine.

Health Care for the Homeless, Baltimore, MD, June 2014 – June 2019

Lead Mobile Clinic Provider, November 2017 – June 2019

- Supervised two employees, a nurse and a community health worker.
- Mobile Clinic Site management: Monitored and assessed site utilization. Maintained relationships with sites. Developed new sites as well as entrance and exit strategies for site change.
- Responsible for overseeing infection control, lab practices, vaccine storage and medicine storage on Mobile Clinic.
- Coordinated all mobile clinic activities with Mobile Clinic Coordinator.
- Continued other roles as listed in Staff Nurse Practitioner.

Staff Nurse Practitioner, June 2014 – November 2017

- Provided comprehensive primary care to a population of homeless adults and children often with comorbid mental health and substance abuse diagnoses.
- Managed chronic illnesses including diabetes type 2, hypertension, coronary artery disease, depression, anxiety and hyperlipidemia. Referred to specialty care and community resources.
- Assessed, diagnosed, and treated urgent care and crisis issues such as cellulitis and suicidality.
- Provided substance abuse treatment utilizing buprenorphine and other modalities.
- Provided contraception, insertion and removal of Nexplanon and removal of IUD.
- Treated chronic infectious diseases, such as HIV and Hepatitis C.
- Provided transgender health care and hormone treatment.

Glenwood Life Counseling Center, Baltimore, MD, November 2012 – June 2014

- Initiated and managed adults on methadone maintenance.
- Managed all requests for “take-home” doses of methadone.
- Participated in three, weekly multidisciplinary meetings.
- Participated in monthly executive committee meeting.
- Educated patients through presentations about various health subjects, such as menopause, and prostate cancer.
- Reviewed and updated various policy and procedures.
- Participated in CARF accreditation and developed tools to pass accreditation for our Safety Committee.

BAART Turk Street Clinic, San Francisco, CA, October 2010 – September 2012

Addiction Medicine:

- Initiated and managed adults on methadone and buprenorphine maintenance, and methadone detox.

Internal Medicine:

- Provided comprehensive primary care to a population of primarily homeless and mentally ill people with comorbid substance abuse.
- Managed chronic illnesses including diabetes type 2, hypertension, depression, anxiety and hyperlipidemia. Referred to specialty care and community resources.

- Assessed, diagnosed, and treated urgent care and crisis issues such as cellulitis and suicidality.
- Provided transgender health care and hormone treatment.

RN EXPERIENCE

San Francisco General Hospital, San Francisco, CA

Charge Nurse, Adult Medical-Surgical, January 2008 – October 2010

- Led a team of 7-9 nurses in the care of 34 patients on the floor.
- Collaborated with nursing administration in patient flow and bed control.

Staff Nurse, Adult Medical-Surgical, December 2006 – October 2010

- Collaborated with primary team and specialty teams in providing culturally sensitive care for various chronic diseases, such as ESRD and pneumonia.
- Cared for elderly patients on Acute Care for Elders unit. Focus of care not only curing disease, but also preserving function and preventing decline.

RESEARCH

Cocaine Use Reduction with Buprenorphine (CURB), BAART, June 2011 – Sept 2012

- Consented, and performed history and physicals for potential participants. Monitored randomized participants with frequent chart review and periodic check ins. Reviewed lab and drug screen data.
- Served as resource for and coordinate care with three resource assistants.

References

1. Raven MC, Carrier ER, Lee J, Billings JC, Marr M, Gourevitch MN. Substance use treatment barriers for patients with frequent hospital admissions. *J Subst Abuse Treat* 2010;38:22-30.

Describing the Problem

The opioid epidemic continues unabated with over 46,000 deaths involving opioids in the United States (US) in 2018. The burden is also great locally here in Albany County where preliminary data showed 85 overdose deaths involving opioids in 2021 and 82 deaths in 2022.

Although people with opioid use disorder (OUD) have frequent interactions with the health care system, engagement and retention in OUD care remains low, especially for marginalized populations such as the homeless. People with OUD who are admitted to the hospital report inadequate long-term planning, unsuccessful aftercare, and lack of resources to transition to ongoing OUD care as significant barriers to staying engaged with OUD treatment.¹

The purpose of this mini-grant proposal is to support critical, low-barrier interventions for low-income individuals who use drugs. This funding will directly improve access to essential services and promote stability and dignity for one of the most marginalized populations in our community.

Describing the Approach

The funds from this mini-grant will be used in 3 key areas:

1. **Cell Phones and Basic Service Plans:** Many OUD patients experience homelessness, and a cell phone is often the only link to vital services, including shelters, medical care, caseworkers, harm reduction services, and emergency contacts. Phones also serve as a lifeline for those seeking recovery or treatment programs, job opportunities, and social support systems. Without reliable communication, many individuals fall through the cracks and remain disconnected from life-saving resources.

2. **Government Identification (Petty cash):** Identification is critical for accessing housing, employment, health care, and benefits such as Medicaid or SNAP. Without it, individuals are stuck in a cycle of exclusion and are unable to progress toward stability and recovery. Obtaining valid identification is a significant barrier for OUD patients, many of whom have lost their IDs or have had them stolen. Mini-grant funds will be used to cover the cost of state-issued IDs and any supporting documentation required.
3. **Transportation (Uber):** Lack of reliable transportation is another major hurdle. Many of our patients require Medicaid transport with services such as A+ Meditrans Rehja and others. Our patients have told us that on occasion, transportation does not show up, and that no one picks up the phone when they try to call about their transportation. Our NP has also attempted to call cab companies after such no-shows and confirms that phone calls are not often answered nor can a voicemail be left. In our current Opioid Settlement Grant 2024-010 we budgeted approximately \$3000 per year for 2 years to assist with transportation and wish to use part of this new mini-grant to provide additional funding to support the use of ride-sharing services like Uber and Lyft to help individuals attend medical appointments, court dates, harm reduction programs, housing interviews, and ID appointments. Public transportation may not be available, accessible, or safe for this population, especially during inclement weather or in areas with limited transit coverage. Uber rides ensure individuals can reach essential services on time, reducing the risk of missed opportunities for health and housing.

In total, this \$15,000 investment will remove three of the most immediate and practical barriers to stability—communication, identification, and transportation. These supports are often overlooked, yet they are foundational in helping people access the care and services they need. By funding these essentials, we can reduce harm, improve health outcomes, and increase access to long-term support systems.

Describing Our Experience and Expertise

Danny Resnick is a nurse practitioner (NP) who works on both the outpatient and inpatient settings providing consultations and MOUD treatment. Mr. Resnick has worked with underserved populations with substance use disorders his entire career. He has worked in two methadone clinics, a clinic for people experiencing homelessness, and FQHCs (federally qualified health centers). He is well versed in OUD

treatment, the culture that surrounds it, and the needs of those who suffer from OUD. From 2017 to 2019, Mr. Resnick ran a mobile clinic program at an FQHC dedicated to serving people experiencing homelessness. He supervised two employees, coordinated and managed relationships with outside organizations and provided full scope primary care to a vulnerable population. He currently works closely with our substance abuse case manager.

The PI role will be filled by Andrew Chang, MD, MS, an endowed professor of Emergency Medicine and Vice Chair of Research in the Department of Emergency Medicine. Dr. Chang has a Master's degree in Clinical Research, is a prior recipient of an NIH K23 award, and was the senior author on a recent publication on physician renewal of controlled substances based on urine test results.

Albany Medical Center has significant experience with the target population for this project and we already play a significant role in combating Albany County's opioid epidemic. From February 2023 to February 2024, there were 930 consultations related to opioid use disorder (OUD) on the in-patient hospital floor and emergency department for a total of 304 patients (i.e., some patients were admitted to the hospital and were seen multiple times during their hospital stay). From February 2023 to February 2024, there were 1519 total clinic visits for 248 patients (i.e., many patients are seen on a regular basis).

Performance Measures:

We propose the following metrics:

1. The percentage of OUD consults in our ED or inpatient setting who follow-up in either our outpatient addiction clinic or one similar within 30 days of initial contact.
2. The percentage of patients who are continually retained in care in our addiction clinics.

Budget

We are requesting the maximum of \$15,000. We believe it advantageous to have the flexibility to use the funds as needed within the 3 key areas as delineated earlier since we do not know, for example, how many patients will require cell phone assistance.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Opioid Settlement Funded Treatment Provider Mini-Grants

RFP Number: 2025-084

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
06-10-2025	RFP- 2025-084
06-10-2025 - 06-13-25	All Addendum

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:
- William D. Hammer, Asst. Dir., ORA
-
- Albany Medical College, MC-1 (express R-102)
-
- 47 New Scotland Ave, Albany, NY 12208
-
- Phone: (518)262-9038
-
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY**COST PROPOSAL FORM****PROPOSAL IDENTIFICATION:**

Title: Opioid Settlement Funded Treatment Provider Mini-Grants
RFP Number: 2025-084

COMPANY: Albany Medical College

ADDRESS: 47 New Scotlan Ave.

CITY, STATE, ZIP: Albany, NY 12208

TEL. NO.: (518) 262-9038

FAX NO.: (518) 262-5890

FEDERAL TAX ID NO.: 14-1338310

REPRESENTATIVE: Alan Boulos, M.D.

E-MAIL: researchadmin@amc.edu

SIGNATURE AND TITLE: 

DATE: 6/12/25

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

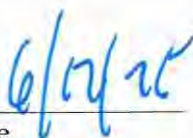
EVP & Dean

Title

Albany Medical College

Company Name

Date



ATTACHMENT "B" **ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 12 day of June, 2025, before me personally appeared Alan Boutos, M.D. to me known, who, being by me sworn, did say that he resides at (give address) 47 New Scotland Ave, Albany, NY 12208; that he is the (give title) EVP & Dean of the (name of corporation) Albany Medical College, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Susan M. Swain

Notary Public, State of NY

Qualified in Albany County

Commission Expires May 4, 2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

SUSAN M. SWAIN
Notary Public, State of New York
Registration No. 01SW6324283
Qualified In Albany County
Commission Expires May 4, 2027

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Albany Medical College		3. IDENTIFICATION NUMBERS a) FEIN # 1141338310A1 b) DUNS # 190592162 UEI: G6VVMPNK4Y48	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.amc.edu	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE NEW YORK STATE, if different from above 47 New Scotland Ave., Albany, NY 12208		10. TELEPHONE NUMBER (518) 262-9038	11. FAX NUMBER (518) 262-5890
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name William D. Hammer Title Asst. Dir, ORA Telephone Number (518) 262-9038 Fax Number (518) 262-5890 Email hammerw@amc.edu			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEAR HAVE SERVED AS: ☐ Yes ☒ No			
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service. ☐ Yes ☒ No			
b) An officer of an official political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates. ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No ☐ Yes ☒ No ☒ Yes ☐ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, price-fixing, collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violation of: 1. federal, state or local health laws, rules or regulations.	☒ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☒ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 1141338310a1

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

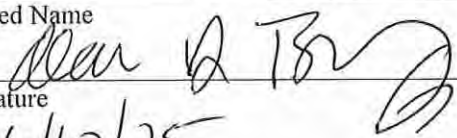
The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Type text here Signature of Owner 
Address 47 New Scotland Ave Printed Name of Signatory Alan S. Boulos, MD
City, State, Zip Albany, NY 12208 Title EVP & Dean

Sworn before me this 12 day of June, 2025;
Susan M. Swain
Notary Public

SUSAN M. SWAIN
Notary Public, State of New York
Registration No. 01SW6324283
Qualified in Albany County 27
Commission Expires May 4, 2027

Alan S. Boulos, MD.
Printed Name

Signature
6/12/25
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



 Signature

EVP & Dean

 Title

Albany Medical College

 Company Name



 Date

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Albany Medical College 47 New Scotland Avenue Albany, NY 12208 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-262-9038 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1338310
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany (RFP# 2025-084) 112 State Street, Room 100 Albany, NY 12207	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 958489 3c. Policy Effective Period <u>01/01/2025</u> to <u>12/31/2025</u>

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.

☐ B. Disability benefits only.

☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 06/12/2025 By Fiona Black
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-800-247-6875 Name and Title Fiona Black, Small Market Client Advocate

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dr. Stephen Giordano
Mental Health

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: July 17, 2025

RE: RFP # 2025-084, Opioid Settlement Funded Treatment Provider Mini-Grants,
AMC 3 Supplemental Assistance for Patients of the Albany Med Addition Clinic

I am in receipt of your recommendation to award the aforementioned to Albany Medical College in the amount of \$15,000.00

I have no objection to the selection of Albany Medical College.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 15, 2025

Pamela O'Neill, CPPB
Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207

Re: RFB #2025-084 Opioid Settlement Funded Treatment Provider Mini-Grants

Dear Ms. O'Neill,

After reviewing the proposals submitted in response to RFB #2025-084, Albany County Department of Mental Health has approved the three projects proposed by Albany Medical Center. These include:

- Virtual Reality for Non-Opioid Pain Management: \$6,165
- Pilot randomized controlled trial of oral ketamine and buprenorphine for pain control in emergency department patients: \$14,809
- Supplemental Assistance for Patients of the Albany Med Addiction Clinic: \$15,000

If you have any questions, please contact Adam Kirkman at adam.kirkman@albanycountyny.gov or (518) 447-2057.

Sincerely,

Stephen J. Giordano, Ph.D.
Commissioner
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

RESOLUTION NO. 335

AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER REGARDING AN ASSISTANCE FUND FOR CLIENTS OF THE ADDICTION CLINIC AT ALBANY MEDICAL CENTER AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Introduced: 9/8/25

By McLaughlin, Pedro, Miller and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with Albany Medical Center regarding an assistance fund for clients of the Addiction Clinic at the Albany Medical Center in the amount of \$15,000 for a one-year term, and

WHEREAS, The Director has also requested authorization to amend the 2025 Albany County Budget to appropriate the funding from the Opioid Settlement Fund, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Albany Medical Center, Albany, NY 12208 regarding an assistance fund for clients of the Addiction Clinic at the Albany Medical Center in the amount of \$15,000 for a one-year term, and, be it further

RESOLVED, That the 2025 Albany County Budget is amended as follows:

BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
A9	4320	44489	TPM03		Albany Medical College / Center 3	\$15,000	\$0	\$15,000	Opioid Settlement Fund
					TOTAL APPROPRIATIONS	\$15,000	\$0		
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
A	A	00759			Opioid Settlement Fund	\$0	\$15,000	\$ 6,500,179	Opioid Settlement Fund
					TOTAL REVENUES	\$0	\$15,000		
					GRAND TOTAL	\$15,000	\$15,000		

and, be it further

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

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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to Second Chance Opportunities in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. SCO will use these funds to expand their highly successful transportation program through the hiring of a new part-time peer driver.

Launched in 2024, the Second Chance Opportunities Outreach Transportation (SCOOT) program uses Certified Recovery Peer Advocates (CRPAs) to provide transportation to individuals in recovery from substance use disorder. SCOOT provides rides to behavioral health and medical treatment appointments, support group meetings, treatment court, job interviews, and Social Services. Rides are scheduled on-line and are generally scheduled a day in advance.

In 2024, SCO received an Albany County Opioid Settlement Funded Community Grant to expand the program by hiring a peer driver. These funds will also be used to hire a driver who will help cover evenings, weekends and peak hours. Additionally, some funds will cover fuel, maintenance, repairs and car washes, as well as the ride scheduling software.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader

Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6727, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an Opioid Settlement Fund Recovery Support Program grant to Second Chance Opportunities

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Kellie Roe, Second Chance Opportunities, 55 Colvin Ave. Albany NY 12206

Term: (Start/end date or duration) 1 year
Amount/Raise Schedule/Fee: \$50,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$50,000
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$50,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to Second Chance Opportunities in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. SCO will use these funds to expand their highly successful transportation program through the hiring of a new part-time peer driver.

Launched in 2024, the Second Chance Opportunities Outreach Transportation (SCOOT) program uses Certified Recovery Peer Advocates (CRPAs) to provide transportation to individuals in recovery from substance use disorder. SCOOT provides rides to behavioral health and medical treatment appointments, support group meetings, treatment court, job interviews, and Social Services. Rides are scheduled on-line and are generally scheduled a day in advance.

In 2024, SCO received an Albany County Opioid Settlement Funded Community Grant to expand the program by hiring a peer driver. These funds will also be used to hire a driver who will help cover evenings, weekends and peak hours. Additionally, some funds will cover fuel, maintenance, repairs and car washes, as well as the ride scheduling software.

Albany County Department of Mental Health										2025 Budget Amendment			
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9	4320	44489	RSP01						Second Chance Opportunities	\$50,000	\$0	\$50,000	Opioid Settlement Fund
									TOTAL APPROPRIATIONS	\$50,000	\$0		
BUDGET LINE													
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A	A	00759							Opioid Settlement Fund	\$0	\$50,000	\$ 6,500,179	Opioid Settlement Fund
									TOTAL REVENUES	\$0	\$50,000		
									GRAND TOTAL	\$50,000	\$50,000		



Second Chance Opportunities, Inc.
55 Colvin Avenue
Albany, NY 12206
(518) 489-1929

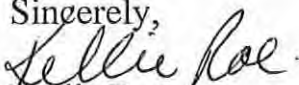
June 18, 2025

To Whom It May Concern,

Second Chance Opportunities, Inc. respectfully submits this proposal requesting \$50,000 in Opioid Settlement Funds to support the expansion of our CRPA-led transportation program for individuals recovering from Substance and Opioid Use Disorders in Albany County. This funding will enable us to increase service capacity, add a part-time Certified Recovery Peer Advocate (CRPA) driver, and improve access to critical appointments and sober support events for individuals in recovery.

We are committed to removing transportation barriers that hinder recovery, treatment access, and successful reintegration. Thank you for considering our request. We look forward to the opportunity to further support recovery-focused services in our community.

Sincerely,



Kellie Roe

Chief Executive Officer
Second Chance Opportunities, Inc.



Second Chance Opportunities, Inc.

1. Recovery Support Program Information

Second Chance Opportunities, Inc. (SCO) is a not-for-profit organization based in Albany, NY, committed to supporting individuals in recovery from Substance Use Disorder (SUD) and Opioid Use Disorder (OUD). Founded in 2001 by individuals in recovery, SCO provides recovery-supportive housing, employment programs, peer support, and the only Recovery Community and Outreach Center in Albany County.

SCO is staffed by Certified Recovery Peer Advocates (CRPAs), recovery coaches, housing managers, administrative professionals, and program directors. Clients are referred through treatment providers, courts, therapists, and community partners or connect through outreach and the Recovery Center.

Staff members involved in the proposed project include:

- CRPA Driver (new hire)
- Kellie Roe, Chief Executive Officer
- Chelsea Bell, Chief Financial Officer
- Dan Whalen, Recovery Center Director
- Erica Cecala, Executive Assistant/Office Manager
- Savannah Powell, Human Resources Director
- Transportation scheduler and dispatcher (in-kind support)

2. Use of Opioid Settlement Funds and Grant Period

SCO requests \$50,000 for a 1-year grant period to expand our CRPA-led transportation services. Funds will be used to:

- Hire a part-time CRPA driver for peak, evening, and weekend coverage
- Cover fuel, repairs, car washes, and routine maintenance costs
- Upgrade Routing Box software and scheduling systems
- Provide recovery-focused incentives and public transit support materials

3. Goals and Performance Measures

Program Goals:

- - Expand transportation access for individuals in recovery
- - Reduce missed appointments and treatment barriers
- - Promote community reintegration and recovery engagement

Performance Measures:



Second Chance Opportunities, Inc.

1. At least 100 individuals served; minimum 600 rides completed
2. 80% of riders report improved access to care via surveys
3. 30% reduction in unmet ride requests vs. previous year

4. Budget for \$50,000 in Opioid Settlement Funds

Item	Cost	Description
Part-time CRPA Driver (salary + fringe)	\$25,000	20–25 hrs/week, evenings/weekends, peer-certified
Driver Onboarding & CRPA Certification Support	\$2,000	Includes naloxone and safe-driving training
Vehicle Operations & Maintenance	\$13,000	Fuel, car washes, repairs, maintenance
Technology & Scheduling Support	\$6,000	Routing Box upgrades, dispatcher hours
Recovery Incentives & Transit Materials	\$4,000	CDTA passes, emergency rides, incentives

Total Request: \$50,000

RESOLUTION NO. 336

AUTHORIZING AN AGREEMENT WITH SECOND CHANCE OPPORTUNITIES REGARDING RECOVERY SUPPORT PROGRAM FUNDING AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Introduced: 9/8/25

By McLaughlin, Pedo, Miller, and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with Second Chance Opportunities regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, and

WHEREAS, The Director has also requested authorization to amend the 2025 Albany County Budget to appropriate the funding from the Opioid Settlement Fund, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Second Chance Opportunities, Albany, NY 12206 regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, and, be it further

RESOLVED, That the 2025 Albany County Budget is amended as follows:

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A9	4320	44489	RSP01			Second Chance Opportunities	\$50,000	\$0	\$50,000	Opioid Settlement Fund
						TOTAL APPROPRIATIONS	\$50,000	\$0		
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
A	A	00759				Opioid Settlement Fund	\$0	\$50,000	\$6,500,179	Opioid Settlement Fund
						TOTAL REVENUES	\$0	\$50,000		
						GRAND TOTAL	\$50,000	\$50,000		

and, be it further

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

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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
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Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to the Hive of Hope in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. The Hive will use these funds to support the continued staffing and operation of their Recovery Center.

The Hive of Hope has been in operation for over two years and operates out of its location at 161 Central Ave in Albany. As of June 2025, membership at the center exceeded 800 with an average of 30-40 new members joining each month. The Hive is a safe and welcoming place for individuals in recovery. Guests can work out on their weight equipment, play basketball in their courtyard, shoot pool, access a computer, watch a movie and attend a recovery meeting or training, all with no charge.

While the Hive receives some foundation support and has agreements with some local treatment providers that host meetings at the location, they are always in need of revenue. Based on their current projections, the Hive will run out of money in the summer of 2026. These funds will help sustain the Hive for at least an additional 6 months.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader

Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6730, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an Opioid Settlement Fund Recovery Support Program grant to the Hive of Hope

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Nathan Writer, Hive of Hope, 161 Central Ave, Albany NY 12209

Term: (Start/end date or duration) 1 year
Amount/Raise Schedule/Fee: \$50,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$50,000
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$50,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to the Hive of Hope in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. The Hive will use these funds to support the continued staffing and operation of their Recovery Center.

The Hive of Hope has been in operation for over two years and operates out of its location at 161 Central Ave in Albany. As of June 2025, membership at the center exceeded 800 with an average of 30-40 new members joining each month. The Hive is a safe and welcoming place for individuals in recovery. Guests can work out on their weight equipment, play basketball in their courtyard, shoot pool, access a computer, watch a movie and attend a recovery meeting or training, all with no charge.

While the Hive receives some foundation support and has agreements with some local treatment providers that host meetings at the location, they are always in need of revenue. Based on their current projections, the Hive will run out of money in the summer of 2026. These funds will help sustain the Hive for at least an additional 6 months.

Hive of Hope's

Albany County Recovery Support Program Funding Application

Submitted by: Nathan Writer
161 Central Ave.
Albany, NY 12209
(518) 573-0549

Dated: June 20, 2026

AGENCY DESCRIPTION

Hive of Hope requests that it be awarded \$50,000 of the County's Opioid Settlement Funds, through the 2025 Recovery Support Program Grant.

Hive of Hope is a sober active community that operates a free community center for people in recovery from substance use disorder known as “The Hive”. Membership at The Hive has exceeded 800 people, and it continues to grow by 30-40 people month to month. The Hive sees an average of 500 visits every month and our members perform hundreds of hours of volunteer work.

Many of our members are first introduced to the Hive while participating in a local treatment program. The Hive has partnered with ACCA, Hope House, Hospitality House, and the Schenectady City Mission to host the organizations as a group on a regular basis. This provides prospective members the opportunity to become acclimated to the facility and get to know the team at The Hive while they are still engaged in treatment. Once they leave treatment, many of these people become regular members of The Hive and continue to utilize the center to better their lives and build relationships with others in recovery. In addition to those coming from treatment, many people find The Hive through word of mouth, social media, or through The Hive’s outreach efforts at other community events.

The Hive’s community center, located conveniently on the bus line, at 161 Central Ave in Albany is completely free to anyone in recovery and consists of a cafe, recreation space, office work station, and gym. It is staffed by founder and CEO, Nathan Writer, and Operations Manager, Shawn Sanders. Both staff members are in recovery from substance use disorder and have completed the CRPA training program. The staff is supported by a host of volunteers that do everything from make coffee and clean the facility, to lead programs such as hikes and exercise classes. These volunteers and The Hive staff are people with lived experience who are happy to share their story with a new member.

The cafe serves coffee, tea, protein shakes, and snacks. It is an ideal area to meet new people in recovery and build relationships while enjoying a hot cup of coffee. There is always a smiling face of someone with lived experience behind the register for those in need of someone to chat with. Want to learn how to eat healthier and prepare healthy meals? The Hive's nutrition experts and dedicated volunteers Bonnie and Lisa host a healthy food tasting monthly where guests can sample a healthy meal, learn how it was created, and get their nutrition questions answered.

The recreation space at The Hive is always buzzing. Equipped with a pool table, foosball table, corn hole boards, basketball hoop, big screen TVs and board games, the recreation space at The Hive is sure to please. The games bring people together and encourage collaboration among the members. In addition to the daily fun at the Hive, the Hive also hosts special events including barbecues, dances, hikes, movie nights, and much more. Sober life can be more fun than the alternative.

The office work station consists of everything you'd find in a traditional office: computer, colored printer, hole punch, ruler, scissors, etc.. Free WIFI throughout the building allows members to bring in their own devices and link to the network. The Hive is the ideal spot to write your resume, search for a job or home, or stay up to date on the latest news. The Hive hosts monthly workshops for CRPAs and weekly recovery meetings. Local lifesaving resources such as Whitney Young's Community Prevention and Treatment Services, Project Safepoint, and MVP Health Insurance can regularly be found tabling at the Hive sharing their resources with our members.

The Hive is known for its state-of-the-art gym that is completely free to anyone in recovery. The gym has everything you need to get a great workout, including, a treadmill, elliptical machine, spin bikes, free weights, and cable machines. Nathan is a certified personal

trainer and is always happy to help anyone looking to get into fitness. Interested in learning how to protect yourself against attack, dedicated Hive volunteer Freddie will show you how in his free self-defense class known as Positive Punches. Freddie has completed the CRPA course and has years of lived experience. He combines martial arts, with breathing exercises, stretching, and striking techniques in a way that motivates, inspires, and builds confidence. All the while, members of the class are building relationships.

PLAN FOR THE FUNDS

Hive of Hope plans to use the funds to ensure the continued operation of our free community center by supporting the operating expenses for the center over the next 1 year. Plans for the funds include covering such things as inventory, rent, utilities, office supplies, accounting and regulatory fees, and more. *See the highlighted section of the attached spreadsheet for the specific plan for funding.*

Hive of Hope's financial future is at a critical state and current projections have funds depleted in the summer of 2026. Funding opportunities for The Hive are limited and despite the incredibly promising results being seen at the Hive, donations have been increasingly more difficult to come by. While we have seen an increase in financial support from our treatment partners, who have seen firsthand the effect that exposure to The Hive provides to their clients, more is needed to keep the doors open. Funding from this program, would ultimately have the effect of sustaining The Hive for an additional 4 months while we continue to pursue sustainable funding opportunities.

GOAL OF THE PROJECT

The goal of the project is to enable The Hive to continue to serve its mission for an additional 4 months. The Hive's mission is to replace the need to use drugs with the desire to

contribute. Through exercise, nutrition, recreation, fellowship, and service, The Hive strives to help people obtain and maintain sobriety by making sober life better than the alternative.

The opposite of addiction is connection. The Hive will know the goal is being reached if connections are being made. When like-minded people are brought together in a healthy environment while doing positive things, a support network is built. The Hive will know that our goal is being met if we are continuing to draw people in the door and offer them opportunities to connect. Some of the metrics that will show the impact of the grant is the number of new members, number of visits to the center, and number of events hosted monthly.

The Hive's moto "Sober Living Through Giving" stresses the importance of service work in recovery. The Hive believes that one of the keys to overcoming the guilt and shame those in early recovery often face is by being of service to others. The Hive offers countless opportunities for volunteering both within the facility and out in the community. The Hive will know that our goal is being met if members continue to capitalize on the service opportunities we offer. Another metric that will show the impact of the grant is the number of volunteer hours performed by members monthly.

CONCLUSION

Funding from this project will have an immediate and lasting effect on the community by allowing Hive of Hope to continue to offer their exemplary recovery services for an additional four months. During that time, countless relationships will be built, lives will be improved, and memories will be created.

<u>Hive of Hope</u>									
Budget 4/25-6/26									
Expenses									
Building & Office Expenses									
	Building Setup	500	500	500	500	500	500	500	500
	Cable & Internet Service	874.91	874.91	874.91	874.91	874.91	874.91	874.91	874.91
	Equipment	100	100	100	100	100	100	100	100
	Office Supplies	845.25	845.25	845.25	845.25	845.25	845.25	845.25	845.25
	Postage & Mailing	31.04	31.04	31.04	31.04	31.04	31.04	31.04	31.04
	Computer Hardware & Software	17.06	17.06	17.06	17.06	17.06	17.06	17.06	17.06
	Rent	3939.5	3939.5	3939.5	3939.5	3939.5	3939.5	3939.5	3939.5
	Materials	425	425	425	425	425	425	425	425
	Repairs and Maintenance	200	200	200	200	200	200	200	200
	Furniture & Appliances	170	170	170	170	170	170	170	170
		7102.76	7102.76	7102.76	7102.76	7102.76	7102.76	7102.76	7102.76
Total Building & Office Expenses									
Contracts & Professional Services									
	Accounting Fees	681.51	681.51	681.51	681.51	681.51	681.51	681.51	681.51
	Professional Services (Audit, Filings, Consultant)	1000	1000	1000	1000	1000	1000	1000	1000
	Disability and PFL Insurance								
	Workers Compensation Insurance	280.25	280.25	280.25	280.25	280.25	280.25	280.25	280.25
	Liability Insurance	852.4	852.4	852.4	852.4	852.4	852.4	852.4	852.4
	Security Services	514	514	514	514	514	514	514	514
		3328.16	3328.16	3328.16	3328.16	3328.16	3328.16	3328.16	3328.16
Total Contracts & Professional Services									
Executive Office									
	Professional Training & Development	41.51	41.51	41.51	41.51	41.51	41.51	41.51	41.51
	Health Insurance Reimbursement								
Total Executive Office									
General Miscellaneous									
	Advertising & marketing	332.72	332.72	332.72	332.72	332.72	332.72	332.72	332.72
	Bank fees & service charges	20.93	20.93	20.93	20.93	20.93	20.93	20.93	20.93
		353.65	353.65	353.65	353.65	353.65	353.65	353.65	353.65
Total General Miscellaneous									
Operating Expenses									
	Cafe Expenses	56.58	56.58	56.58	56.58	56.58	56.58	56.58	56.58
	Inventory & Supplies	1488.48	1488.48	1488.48	1488.48	1488.48	1488.48	1488.48	1488.48
	Fundraising & Events	471.55	471.55	471.55	471.55	471.55	471.55	471.55	471.55
		2016.61	2016.61	2016.61	2016.61	2016.61	2016.61	2016.61	2016.61
Total Operating Expenses									
Programmatic Expenses									
	Recovery	100	100	100	100	100	100	100	100
	Meetings & Events	100	500	500	500	500	500	500	500
	Recreation	100	100	100	100	100	100	100	100
	Fitness	100	100	100	100	100	100	100	100
		400	800	800	800	800	800	800	800
Total Programmatic Expenses									
Payroll Expenses									
	Taxes	2100	2100	2100	2100	2100	2100	2100	2100
	Reimbursements								

RESOLUTION NO. 337

AUTHORIZING AN AGREEMENT WITH THE HIVE OF HOPE REGARDING RECOVERY SUPPORT PROGRAM FUNDING

Introduced: 9/8/25

By McLaughlin, Pedo, Miller and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with the Hive of Hope regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, and

WHEREAS, The Director has indicated that the funding will be used to implement prevention services at the Hive of Hope Recovery Center, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Hive of Hope, Albany, NY 12209 regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, 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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
ADMINISTRATION
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin, Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street
Room 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to the Capital District Recovery Center in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. CDRC will use these funds to implement prevention services at their Recovery Center.

The CDRC Prevention Program will be led by a Community Navigator who will work with individuals at high-risk of a substance use disorder due to current drug use, interest in receiving prevention support, or who come from neighborhoods with high substance use, illegal drug sales and associated crime. The goals of the program will to increase knowledge of the risks of substance use; how substances affect health, relationships and societal functioning; to build resilience and life skills; and to provide early intervention for those showing signs of potential substance misuse and/or underlying mental health issues.

Feel free to contact me or Adam Kirkman if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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



County of Albany

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

Legislation Text

File #: TMP-6731, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to award an Opioid Settlement Fund Recovery Support Program grant to the Capital District Recovery Center

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano and Adam Kirkman
Submitted By: Adam Kirkman
Title: Special Projects Coordinator
Phone: 518-447-2057

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Jihad S. El-Amin, Capital District Recovery Center, 45 Colvin Ave, Albany, NY 12206

Term: (Start/end date or duration) 1 year
Amount/Raise Schedule/Fee: \$50,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: See attached budget amendment
Revenue Amount: \$50,000
Appropriation Account and Line: See attached budget amendment
Appropriation Amount: \$50,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health respectfully requests permission to award \$50,000 in Opioid Settlement Funding to the Capital District Recovery Center in response to their application for funding through a non-competitive Recovery Support Program application released by ACDMH. CDRC will use these funds to implement prevention services at their Recovery Center.

The CDRC Prevention Program will be led by a Community Navigator who will work with individuals at high-risk of a substance use disorder due to current drug use, interest in receiving prevention support, or who come from neighborhoods with high substance use, illegal drug sales and associated crime. The goals of the program will to increase knowledge of the risks of substance use; how substances affect health, relationships and societal functioning; to build resilience and life skills; and to provide early intervention for those showing signs of potential substance misuse and/or underlying mental health issues.

Albany County Opioid Settlement Fund

Albany County Recovery Support Programs Funding Opportunity

Capital District Recovery Center (CDRC) is requesting to be considered for the RFP to obtain a non-competitive grant up to \$50,000 for being a recovery support service center. CDRC is requesting a budget of \$50,000. The center was founded by Barry Levine in 2015, as a not-for-profit organization whose vision was to have the capital region have a hub of recovery support for all types of 12 step support meetings. In 2017 the center found its first home at 45 Colvin Ave in Albany, New York. The center gain popularity due to offering a one stop shop of 12 step meetings- AA, NA, Overeaters, Nicotine, Heroin, Gambling, Hoarding, SLAA (sex and love and alcohol anonymous), SA (sex anonymous) Codependency Anonymous, Young People AA, and CRAYPAA (capital region area of young people in AA). In 2022, the center expanded its services to harm reduction, trauma informed workshops, recovery coach certifications and the family living improvement program.

CDRC mission is providing a support service center that has a safe environment for individuals seeking additional resources to support their recovery, creating pathways to gain long term clean time, and transition into their communities with support with 12 step recovery meetings, family unification support, trauma informed workshops, obtaining certification to become a peer support specialist, recovery coach and a community navigator. Our principles are embedded in the concepts that supportive services are available in a wider continuum of recovery, such as various trauma informed health and wellness groups and activities, prevention programming, improving the social determinants of health challenges and being engaged in workforce initiatives to support them being productive members of society.

Currently, CDRC recovery support services offered are 12- Step meetings 7 days a week, Trauma Informed Workshops, scholarships to obtain recovery coach certification and a peer support specialist, Harm Reduction Programming, Social Determinants of Health programs, The FLIP (family living improvement program), Young Peoples Recovery programs, and Social Club House(every weekend individuals come to CDRC to play games such as chess, spades, Big Whis, are some of the examples), and the children room is open for kids to play and socialize while parents are also socializing. At social club events there is usually music playing, kids laughing and adults having a good time clean. These events are supervised by peer support specialists and recovery coaches. It is also an opportunity to network with other recovering addicts to obtain more information and knowledge on staying clean.

CDRC recovery support services contribute by offering:

- ❖ Continuity of Care- after treatment addicts need continued support to maintain their clean time and sobriety.
- ❖ Reintegration support- addressing formerly incarcerated individuals with navigating housing, employment, and social integration, reduce barriers that could lead to re-offense or relapse.
- ❖ Monitoring accountability- recovery coaches or peer specialists can provide accountability and encouragement, helping them to stay on track with their recovery goals while navigating systems of care and social services.

- ❖ Supporting addicts through trauma issues, misplaced agendas due to addiction to family and community
- ❖ Legislative advocacy to align what is needed to keep real time with laws, legislation to support addicts to thrive and obtain improved health and wellness.

The CDRC staff are the following: The paid staff- Executive Director, Program Manager, Harm Reduction Coordinator and Harm Reduction community engagement specialist and unpaid staff are 1 community navigator volunteer, and 6 volunteers that have scheduled shifts for the center. Some of the unpaid staff are receiving hours to get their peer support or recovery coach certification hours. These positions were just a vision 5 years ago and due to obtaining funding from the ARPA, Broadview Bank, NYS OASAS, Eric King family Equinox companies, Tri-City Rentals, Tut Hill Foundation, Munson Family Foundation, ChangeMakers of United Way and United Way the center has been staffed since 2021. The center has 9 board members who meet bi-monthly to guide, professionally instruct, monitor, and lead CDRC to its ongoing mission and future sustainability.

CDRC new initiative is the Prevention Programming

CDRC definition of the center's prevention program is embedded in concepts that refer to the fundamental ideas and strategies used to design and implement programs aimed at preventing negative outcomes before they occur. These concepts focus on proactive approaches to minimize risks and promote positive behaviors within individuals and communities.

CDRC key principles to having a prevention program are understanding of the sound developmental and prevention theory, having clear goals and objectives, having multiple layers of access and support to address different ages, cultures, recovery timeline, family, and environments of violence. The center has a captivated audience, access to the population and strongly believes that prevention is the key that is missing in our support services. CDRC is capable, reliable, and accountable to the mission that any addict can stop using and find a new way of life.

This prevention program will have a community navigator that will access individuals who are struggling with drug use, seeking prevention services, and accessing the communities that are filled with violence, illegal drug sales, human trafficking, engaging with probation and parole, need support with mental health, and having challenges with trauma and homelessness. CDRC began organically being aligned with the SAMSHA key points to recovery support services (Health, Home, Purpose, and Community) by understanding that recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. An essential part of the continuum of care, recovery support services address an individual's environment and provide emotional and practical support to attain and sustain recovery from substance use disorders. The center has also embarked on other 12 step meetings to help support overeating, gambling, nicotine, and sex.

CDRC mission is embedded in filling the gap with individuals leaving treatment, needing treatment, completing treatment, being released from incarceration, graduating from long term halfway houses, and coming back from a relapse and do not want to go to treatment. These individuals need support to stay on track in their recovery, address their trauma, disappointments, reunification of family challenges, find employment, gain access to mental health or long-term therapy. This is why

CDRC is a one stop shop recovery support service because addiction is multifaceted and needs ongoing support to address the different level of needs of individuals. There is no cookie cutter approach to addiction. Addiction is addressed at CDRC as being person centered and is a non-clinical approach which makes us different from treatment.

Due to CDRC playing a crucial role in bridging the gap between treatment, homelessness, and transitioning out of long term half way houses by providing ongoing, community- based assistance that facilitates sustained recovery and reduces recidivism, over usage of Medicaid or health insurance, and staying in real time about the challenges of the social determinants of health a recovering addict has a higher propensity to not relapse, gain access to resources, connect to professional help, and obtain a passage to various recovery pathways has identified and documented that recovery support works through proving the impact that it makes on addicts lives that are dealing with many systems and have faces many failures before obtaining recovery support.

CDRC has obtained clients in various ways. First, according to the center survey data it has 84 people a day coming through the center in 2024. Usually, they are invited to the center for a 12-step meeting seeking out help to stop using drugs, needed help accessing treatment, and looking for sponsorship or peer support. The center has community navigators who reach out to individuals that are struggling with drug addiction, and they offer supportive services at CDRC. Halfway houses that use our trauma informed workshops, addicts signing up for peer support, and seeking certification to be a recovery coach.

The goal in implementing this prevention program will be to have the opportunity to have a separate community navigator just for prevention. These are some points of contact for obtaining clients to use our supportive services. We get referrals through other organizations sending their clients to our programs that are staff supervised or not, agencies seeking social support for their clients, families seeking support of dealing with an active addict or trying to understand the disease and how they can get support. And of course, by word of mouth has produced individuals just walking in the door stating I heard you have this to offer. The center has also sponsored recovery events, speaker jams, spiritual principles workshops, women's focus groups, men's workshops, holiday programming, and various social determinants of health events that give us access to those who are in need in recovery or seeking recovery.

CDRC provides and sponsors individual groups, harm reduction programming, 12 step services and activities that have drawn individuals to come to the center. These services are wrapped in the following: information and referral, certification and educational opportunities, workforce development initiatives, peer-led services, young people programming, LGBT programs, social support and social inclusion along with other SUD involved connections. We are mirroring there is no wrong door view of engaging at the center.

The Opioid Settlement funds will be used to start our first prevention programming. The goal is to have a paid community navigator in this position and use this funding for one year. CDRC feels that to truly implement a prevention program all these funds will be needed to substantiate a well-rounded and effective program.

CDRC understands that community navigators can be the glue in connecting to continuity of care. The community navigator is a trained professional or volunteer who acts as a guide and advocates for individuals navigating complex systems such as healthcare, social services, housing, and recovery support. The primary role is to help clients understand available resources, connect with appropriate services, and overcome barriers to access. Along with preventing relapses, support for people with mental health, accessing treatment, support complying with parole or probation, incarceration, and accessing healthcare. These agendas deal a lot with the underserved population, uninsured population, and the unhoused.

Program Goals

- ❖ Prevention programming for substance use disorders aims to reduce the incidence and impact of substance misuse through various strategies. Some of our common goals are:
- ❖ Increase knowledge about the risks associated with substance use,
- ❖ Promote understanding of how substances affect health, relationships, and societal functioning. The point of this goal is to be in real time along with healing the trauma that comes along with being an addict seeking recovery and wellness.
- ❖ Building resilience and life skills to enhance coping skills, decision making, and refusal skills to resist peer pressure, environmental pressure, and avoid initiation.
- ❖ Foster safe, drug-free environments in schools, workplaces, and communities discourage substance use.
- ❖ Provide early intervention for those showing signs of potential substance misuse or underlying mental health issues.
- ❖ Encourage participation in sports, arts, and community activities as positive outlets and engagement.

How will the goals be reached:

- Develop and implement a prevention program at the CDRC
- Train staff in harm reduction, prevention program goals, and referrals and intake processes identified
- Community Navigator will complete a 6-week training in resources
- Implement surveys on staff and services from clients who attend the center

How will these goals will be met:

#1 Hire Community Navigator

#2 Build an infrastructure of staffing for the center

#3 Create, direct, and monitor data for the prevention programming and the other programs at the center

#4 Create, develop, and present an evaluation on the program

#5 Seek out funding to make the program sustainable

Performance Measures to show the impact of this grant:

1. Filling the position
 - a. Measure the average number of days from job posting to candidate acceptance
 - b. Indicator of efficient hiring processes
 - c. Community Navigator hired in 90 days

2. Evaluating budget efficiency-review the alignment with budget restrictions and utilizing proper payroll measures.

Specific measurements:

First 30 days after the hire-tracking whether infrastructure projects stay within allocated budgets

- a. Every 60 days-monitoring if infrastructure development milestones are met on schedule
 - b. Every 60 days reviewing measures that show how well the infrastructure supports organizational operations. space utilization, technology responsiveness and supporting administrative interplay with program effectiveness
 - c. Every 60 days reviewing and evaluating assessing optimal use of resources (refunding, staff, materials for infrastructure projects).
3. Stakeholders' satisfaction
 - a. 60 days after hire-Feedback from staff on program operations and effectiveness
 - b. 6 months after program implementation-Surveys from clients
 - Focus group
 - Follow ups within the program goals
 - c. 4 months after program implementation-Surveys from volunteers
 - d. 6 months survey after hire-Feedback from partners or collaboration and/or referral organizations regarding the functionality and adequacy of infrastructure
 - e. Every 2 months survey-Feedback from the board of directors
 - f. Regular communications, and meetings with stakeholders of the grant.
 4. Data Review-
 - a. In 90 days after the program implementation-reviewing the first data form presented to the Board of Directors/ 6 months the first draft of data review.
 - b. 11 months first review of data information
 - c. 12 months Annual report on data, program goals and objectives, and financial review.

Narrative:

When a program is new it is important to stay very close to the program goals and objectives to make sure they can be or will be met. Secondly, the micromanagement in the time frame is all about efficiency checks, reviewing the effectiveness of the processes and positions responsible for the processes of the program infrastructure and the goals that will be obtained to be able to make changes in the program earlier than later.

Prevention Program Budget:

Paid Staff for Prevention Program:

- a. \$31,680-\$22,00 – For the community navigator position which will be 20.0 hours a week for \$22.00 an hour. This position will have sought to find the best candidate in the community
- b. \$4,880- phone, laptop, and tablet – also marketing, professional forms and printing, \$13,440-Community Navigator Supervisor-\$28.00 an hour 10.0 hours a week. D. Eley will be the supervisor of this program.

Total-\$50,000 annual budget

Capital District Recovery Center

These positions will play a vital role in the prevention program. Listed below is the positions, the trainings, and the building of the infrastructure to support this grant opportunity and build the center in being empowered and impactful to the community and individuals that attend the programs at the center.

Executive Director will obtain the following: Building the infrastructure at the center

Training in case management supervision

SAMSHA review of prevention programming and how the center can align the goals to be effective.

Program manager supervision with DOH

SUNY Albany data and evaluation training

DOH public policy, public health, and post Covid training

Leadership training

MHANYs site review-how to continue to connect with the mental health population

Program Manager will obtain and implement the following:

Training in Harm Reduction and supervision of staff in harm reduction

Leadership Training with NYS OASAS in program deliverables in SUD initiatives

DOH public policy, public health, and post Covid Training

Grant review course

SUNY Albany data and evaluation training

DOH small wellness and health training

Marketing calendar and scheduling events

Following up with program invites and upcoming trainings

SAMSHA prevention program- leadership concepts training in developing a prevention program

Developing marketing strategies

Request that will be made once this grant is awarded:

NYS OASAS- reviewing the center's recovery support services and evaluating the program's impact

MHANYs- reviewing the center's recovery support services and how it impacts on the individuals that are identified as having mental health challenges, and co-occurring disorders.

Albany County Mental Health- building a relationship where the MOTOR program can be involved with our activities, events and individuals that could be shared clients. The presence of the MOTOR van could be a good asset to have.

Department of Health- obtaining trainings, support in meeting deliverables, data forming documents, and leadership training in the substance abuse field, public health agenda items, and post covid deliverables.

RESOLUTION NO. 338

AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT RECOVERY CENTER REGARDING RECOVERY SUPPORT PROGRAM FUNDING AND AMENDING THE 2025 ALBANY COUNTY BUDGET

Introduced: 9/8/25

By McLaughlin, Pedro, Miller, and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with the Capital District Recovery Center regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, and

WHEREAS, The Director has also requested authorization to amend the 2025 Albany County Budget to appropriate the funding from the Opioid Settlement Fund, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Capital District Recovery Center, Albany, NY 12206 regarding non-competitive recovery support program funding in the amount of \$50,000 for a one-year term, and, be it further

RESOLVED, That the 2025 Albany County Budget is amended as follows:

BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
A9	4320	44489	RSP03		Capital District Recovery Center	\$50,000	\$0	\$50,000	Opioid Settlement Fund
					TOTAL APPROPRIATIONS	\$50,000	\$0		
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
A	A	00759			Opioid Settlement Fund	\$0	\$50,000	\$6,500,179	Opioid Settlement Fund
					TOTAL REVENUES	\$0	\$50,000		
					GRAND TOTAL	\$50,000	\$50,000		

and, be it further

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

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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael McLaughlin Jr
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman, LCSW-R
Deputy Director

July 30, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health requests permission to renew a contract for Re-Entry services with the NYS Division of Criminal Justice Services. The Albany County Reentry Task Force assists individuals who are being released back to the community from prison who have been identified as having high needs/risk and allows for their successfully integration back into the community, for purposes of reducing recidivism. The total grant award of \$411,230 is for the period October 1, 2025 through September 30, 2026.

Feel free to contact Michael Fitzgerald or me if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director of Mental Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6739, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

The Albany County Department of Mental Health requests renew a contract with the New York State Division of Criminal Justice Department for Reentry Grant Funds.

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano, Director
Submitted By: Mark Gleason
Title: Budget Analyst
Phone: 518-447-3014

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 Swan Street, Albany NY 12210

Term: (Start/end date or duration) 10/1/2025-9/30/2026
Amount/Raise Schedule/Fee: \$411,230

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0 County: 0
State: 100% Local: 0

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date #664 11/12/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to renew a contract for Re-Entry services with the NYS Division of Criminal Justice Services. The Albany County Reentry Task Force assists individuals who are being released back to the community from prison who have been identified as having high needs/risk and allows for their successfully integration back into the community, for purposes of reducing recidivism. The total grant award of \$411,230 is for the period October 1, 2025 through September 30, 2026.



County of

Harold L. JoyceAlbany
County Office Building112
State Street - Albany, NY
12207

Legislation

File #: TMP-6739, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

The Albany County Department of Mental Health requests renew a contract with the New York State Division of Criminal Justice Department for Reentry Grant Funds.

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano, Director
Submitted By: Mark Gleason
Title: Budget Analyst
Phone: 518-447-3014

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 Swan Street, Albany NY 12210

Term: (Start/end date or duration) 10/1/2025-9/30/2026
Amount/Raise Schedule/Fee: \$411,230

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal:	0	County:	0
State:	100%	Local:	0

County Budget Accounts:

Revenue Account and Line:	Enter text.
Revenue Amount:	Enter text.
Appropriation Account and Line:	Enter text.
Appropriation Amount:	Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☒ No ☐
of Response(s): Enter text.

# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date #664 11/12/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to renew a contract for Re-Entry services with the NYS Division of Criminal Justice Services. The Albany County Reentry Task Force assists individuals who are being released back to the community from prison who have been identified as having high needs/risk and allows for their successfully integration back into the community, for purposes of reducing recidivism. The total grant award of \$411,230 is for the period October 1, 2025 through September 30, 2026.



Grant Award Notice

Grantee/Contractor: Albany County Mental Health	Date: 6/26/2025
Project Title: County Reentry Task Force	Maximum Award Amount: \$411,230.00
Signatory Name and Title: Daniel Lynch, Deputy County Executive	Term Dates: 10/01/2025 – 09/30/2026
Email: Daniel.lynch@albanycountyny.gov	Contract Number: C00002GM

This grant award is provided to support the continuation of the 2025-26 County Re-entry Task Force Program. This amount includes funds for staffing and stabilization services.

The maximum award amount listed above is contingent upon the completion and submission of all contractual obligations and subsequent approval by the Division of Criminal Justice Services (DCJS) as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. Prior to contract execution a DCJS representative will contact your organization to review/develop expected annual targets for participants served in each required service, as well as to conduct a review of your CRTF plan and guidance document. Workplan changes may be made prior to contract execution and any changes to workplans will be discussed with grantees during contract renewal conversations. DCJS will also conduct a budget review to determine if ineligible expenses and/or supplanting of funds exist. Should any exist, these items will be removed from your budget. DCJS reserves the right to reduce the maximum award amount based on these reviews. The attached CRTF Plan and Guidance and Requirements and Reminders documents provide additional pertinent information.

Please note that the submission process for CRTF Plans has changed from previous cycles. Plans must be submitted via an online form, which can be accessed here: <https://survey.alchemer.com/s3/8343016/2025-2026-County-Re-entry-Task-Force-Program>

Further details on plan submission and the questions asked on the submission form can be found in the attached CRTF Plan Guidance document.

Grant Questions

CONTRACT CONTACT Office of Program Development and Funding - Probation Unit (518) 457-8462 funding@dcjs.ny.gov		CRTF PROGRAM CONTACT Michele Clarke Community Corrections Representative 3 Office of Probation and Correctional Alternatives (518) 485-0265 Michele.Clarke@dcjs.ny.gov
--	--	--



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

CC:
Matthew Charton, Deputy Commissioner and Director, OPCA
Dr. Stephen Giordano, Director

Attachment (1): CRTF Plan and Guidance document
Attachment (2): Requirements and Reminders
Attachment (3): Cognitive Behavioral Intervention and Employment Readiness Guidance

RESOLUTION NO. 664

AUTHORIZING AN AGREEMENT FOR RE-ENTRY SERVICES WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2024 DEPARTMENT OF MENTAL HEALTH BUDGET

Introduced: 11/12/24
By Health Committee:

WHEREAS, The Director of the Department of Mental Health has requested authorization to renew an agreement with the New York State Division of Criminal Justice Services to accept grant funding regarding the Albany County Re-Entry Task Force in the amount of \$411,230 for the term commencing October 1, 2024 and ending September 30, 2025, and

WHEREAS, The County Re-Entry Task Force provides rehabilitation, education, and case management services for people previously incarcerated in order to reduce recidivism and promote quality of life, and

WHEREAS, The Director has also requested a budget amendment to incorporate a portion of the aforementioned funding into the 2024 Department of Mental Health Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New York State Division of Criminal Justice Services to accept grant funding regarding the County Re-Entry Task Force in the amount of \$411,230 for the term commencing October 1, 2024 and ending September 30, 2025, and, be it further

RESOLVED, That the 2024 Department of Mental Health Budget is hereby amended as follows:

Albany County Department of Mental Health							2025 Budget Amendment		
APPROPRIATIONS									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	R POSITIONS ON					
A9	4322	44999	DCJSR		Misc Contractual Expense (RSS)	\$50,990		\$129,951	Mental Health
TOTAL APPROPRIATIONS						\$50,990	\$0		
GRAND TOTAL						\$50,990	\$0		
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	R POSITIONS ON					
A3	4322	03485	DCJSR		DCJS Reentry Task Force		\$50,990	\$50,000	Mental Health
TOTAL REVENUES						\$0	\$50,990		
GRAND TOTAL						\$50,990	\$50,990		

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 - 11/12/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of November, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2024.


Clerk, Albany County Legislature

RESOLUTION NO. 339

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE COUNTY REENTRY TASK FORCE

Introduced: 9/8/25

By McLaughlin, Pedo, Miller and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the County Reentry Task Force in the amount of \$411,230 for the term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, The Director has indicated that the County Reentry Task Force assists individuals who have been identified as high need or high risk with successful integration back into the community following incarceration, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Criminal Justice Services regarding the County Reentry Task Force in the amount of \$411,230 for the term commencing October 1, 2025 and ending September 30, 2026, 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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Michael P. McLaughlin Jr.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy G. Hoffman
Deputy Director

July 30, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Mental Health requests permission to accept funding in the amount of \$15,915 from the NYS Office of Mental Health's COVID Relief Community Mental Health Jail Diversion grant program. ACDMH will use this funding to support discharge planning at the ACCF to facilitate the reentry individuals with serious and persistent mental illness back into the community. The goal is to reduce recidivism and address criminogenic needs through relationship building and improved connection to community services and supports post-release. This is 100% State-Funded.

Feel free to contact me or Michael Fitzgerald if you have any questions concerning this request.

Sincerely,

Stephen J. Giordano, Ph.D.
Director of Mental Health

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



County of Albany

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

Legislation Text

File #: TMP-6748, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

The Department of Mental Health requests permission to accept funding in the amount of \$15,915 from the NYS Office of Mental Health's COVID Relief Community Mental Health Jail Diversion grant program.

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano, Director
Submitted By: Mark Gleason
Title: Budget Analyst
Phone: 518-447-3014

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0% County: 0%
State: 100% Local: 0%

County Budget Accounts:

Revenue Account and Line: Mental Health A44310.04490 JDG22
Revenue Amount: \$15,915
Appropriation Account and Line: Computer Equipment A94310.22050 JDG22, Miscellaneous Equipment A94310.22999 JDG22, Office Supplies A9310.44020 JDG22
Appropriation Amount: \$15,915

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☒
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to accept funding in the amount of \$15,915 from the NYS Office of Mental Health's COVID Relief Community Mental Health Jail Diversion grant program. ACDMH will use this funding to support discharge planning at the ACCF to facilitate the reentry individuals with serious and persistent mental illness back into the community. The goal is to reduce recidivism and address criminogenic needs through relationship building and improved connection to community services and supports post-release. This is 100% State-Funded.



County of

Harold L. JoyceAlbany
County Office Building112
State Street - Albany, NY
12207

Legislation

File #: TMP-6748, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

The Department of Mental Health requests permission to accept funding in the amount of \$15,915 from the NYS Office of Mental Health's COVID Relief Community Mental Health Jail Diversion grant program.

Date: 7/30/25
Department: Mental Health
Attending Meeting: Dr. Stephen Giordano, Director
Submitted By: Mark Gleason
Title: Budget Analyst
Phone: 518-447-3014

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 0% County: 0%
State: 100% Local: 0%

County Budget Accounts:

Revenue Account and Line: Mental Health A44310.04490 JDG22
Revenue Amount: \$15,915
Appropriation Account and Line: Computer Equipment A94310.22050 JDG22, Miscellaneous Equipment A94310.22999 JDG22, Office Supplies A9310.44020 JDG22
Appropriation Amount: \$15,915

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to accept funding in the amount of \$15,915 from the NYS Office of Mental Health's COVID Relief Community Mental Health Jail Diversion grant program. ACDMH will use this funding to support discharge planning at the ACCF to facilitate the reentry individuals with serious and persistent mental illness back into the community. The goal is to reduce recidivism and address criminogenic needs through relationship building and improved connection to community services and supports post-release. This is 100% State-Funded.

Albany County Department of Mental Health								2025 Budget Amendment	
APPROPRIATIONS									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY STATE POS. CODE POSITION CONTROL					
A9	4310	22050	JDG22		Computer Equipment	\$10,000		\$20,000	Mental Health
A9	4310	22999	JDG22		Miscellaneous Equipment	\$5,500		\$5,500	Mental Health
A9	4310	44020	JDG22		Office Supplies	\$415		\$415	Mental Health
					TOTAL APPROPRIATIONS	\$15,915	\$0		
ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY STATE POS. CODE POSITION CONTROL					
A4	4310	04490	JDG22		Mental Health		\$15,915	\$189,995	Mental Health
					TOTAL REVENUES	\$0	\$15,915		
					GRAND TOTAL	\$15,915	\$15,915		

Attachment A

Funding Source Allocation Table

County Code: 01 County Name: Albany

Year: 2025 Amendment: 7 - 7/16/2025 10:47:08 AM

Print Date : 07/16/2025 04:26 PM
Printed By : LPALMPF
Page : 3 of 7

Funding Source	Code	TYPE	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
An increase of \$3,567 represents 3 quarters (4/1/25 through 12/31/25) of the approved 2.6% TII increase for fiscal year 2025, effective 4/1/25. The quarterly value is \$1,189 and the full annual value is \$4,756.									
Innovative Psychiatric Rehabilitation	039Q	GS	\$56,814	\$1,107	\$57,921	\$56,816	\$1,474	\$58,290	
Remarks									
An increase of \$1,107 represents 3 quarters (4/1/25 thru 12/31/25) of the approved 2.6% COLA/TII increase for fiscal year 2025, effective 4/1/25. The quarterly value is \$369 and the full annual value is \$1,476.									
CMHS Block Grant Adult	041	F	\$105,258	\$43,520	\$148,778	\$0	\$0	\$0	
Remarks									
Allocation of Jail Diversion Continuation funding in the amount of \$43,520 (10/1/25 - 12/31/25 period) under 2025 Community Mental Health Services block grant CFDA 93.958. Quarterly and final expenditure reports are required.									
Allocation of 2025 CMHS Block Grant funds, CFDA 93.958 FAIN: B09SM090361. Quarterly and final expenditure reports are required									
CMHS Adult COVID Relief Funds	041H	F	\$0	\$0	\$0	\$0	\$0	\$0	
CMHS Adult American Rescue Plan Funds	041Z	F	\$35,789	\$261,120	\$296,909	\$0	\$0	\$0	
Remarks									
Allocation of Jail Diversion Continuation funding in the amount of \$130,560 (4/1/24 - 12/31/24 period) and \$130,560 (1/1/25 - 9/30/25 period) under ARPA CFDA 93.958. Quarterly and final expenditure reports are required.									
Allocation of Mobile Crisis (\$19,873.62), and Jail Diversion (\$10,914.78) funding required to be expended by 9/30/2025 with a final expenditure report required by October 30, 2025. Th award is supported under ARPA grant funding CFDA 93.958.									
CMHS Block Grant C&F	044	F	\$382,767	\$0	\$382,767	\$382,767	\$0	\$382,767	
Clinical Infrastructure-C&F	046A	GS	\$104,856	\$0	\$104,856	\$104,856	\$0	\$104,856	
Emergency Services C&F	046G	GS	\$21,788	\$0	\$21,788	\$21,788	\$0	\$21,788	

RESOLUTION NO. 340

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF MENTAL HEALTH REGARDING THE COVID RELIEF COMMUNITY MENTAL HEALTH JAIL DIVERSION GRANT PROGRAM AND AMENDING THE 2025 DEPARTMENT OF MENTAL HEALTH BUDGET

Introduced: 9/8/25

By McLaughlin, Pedo, Miller, and Lockart:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with the New York State Office of Mental Health regarding the COVID Relief Community Mental Health Jail Diversion Grant Program in the amount of \$15,915, and

WHEREAS, The Director has also requested authorization to amend the 2025 Department of Mental Health Budget to incorporate the funding, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Mental Health regarding the COVID Relief Community Mental Health Jail Diversion Grant Program in the amount of \$15,915, and, be it further

RESOLVED, That the 2025 Department of Mental Health Budget is amended as follows:

APPROPRIATIONS										
BUDGET LINE					DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION CONTROL					
A9	4310	22050	JDG22			Computer Equipment	\$10,000		\$20,000	Mental Health
A9	4310	22999	JDG22			Miscellaneous Equipment	\$5,500		\$5,500	Mental Health
A9	4310	44020	JDG22			Office Supplies	\$415		\$415	Mental Health
						TOTAL APPROPRIATIONS	\$15,915	\$0		
ESTIMATED REVENUES										
BUDGET LINE					DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION CONTROL					
A4	4310	04490	JDG22			Mental Health		\$15,915	\$189,995	Mental Health
						TOTAL REVENUES	\$0	\$15,915		
						GRAND TOTAL	\$15,915	\$15,915		

and, be it further