AGENDA

SOCIAL SERVICES COMMITTEE

JANUARY 29, 2019

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AMENDING RESOLUTION NO. 182 FOR 2015 REGARDING ABUSE, NEGLECT AND DOMESTIC VIOLENCE OF WOMEN OVER 50

2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH UPSTATE REGARDING THE DESIGNATION OF CHILDREN'S HEALTH HOME OF UPSTATE NEW YORK AS THE HOME HEALTH ENTITY


4. AUTHORIZING ACCEPTANCE OF GRANT FUNDING AND THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES PROGRAM FOR JUVENILES TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

5. AUTHORIZING AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK REGARDING THE JUVENILE DETENTION ALTERNATIVES INITIATIVE
6. AUTHORIZING AGREEMENTS REGARDING THE CHILDREN'S ADVOCACY CENTER AND AMENDING THE 2019 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

7. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE INDUSTRIES FOR THE DISABLED REGARDING ANCILLARY LAUNDRY SERVICES FOR ELIGIBLE INDIVIDUALS IN THE EISEP PROGRAM

8. AUTHORIZING AGREEMENTS REGARDING THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP)
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on November 27, 2018. Chairperson Fein, Messrs. Bullock, Reinhardt, Touchette, Mendick and Ms. Lockhart were present. Messrs. Commissio, Clay and Simpson were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing an Agreement with Capital Region Workforce Development Board to Assume the Role of One Stop Systems Operator and Amending the 2018 Adopted Budget: The Office of the County Executive requested authorization to enter into an agreement with the Capital Region Workforce Development Board to assume the role of the One Stop Systems Operator in the amount of $4,800 for the term commencing October 1, 2018 and ending September 30, 2019. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE SOCIAL SERVICES COMMITTEE

SAMUEL FEIN, Chairperson
MERTON D. SIMPSON
DOUGLAS A. BULLOCK
WILLIAM CLAY
FRANK COMMISSO

PATRICE LOCKART
RICHARD MENDICK
WILLIAM REINHARDT
RICHARD TOUCHETTE
January 15, 2019

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

Dear Chairman Joyce,

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

Via resolution 182 adopted May 11, 2015 Albany County Department of Social Services partnered with Senior Services of Albany (SSA) as the lead agency in a grant from the Office of Violence against Women to address the issue of abuse, neglect, domestic violence in women over 50. The contract period ended 9/30/2018, however, the grant period has been extended another year, and therefore, approval is requested extend the MOU with Senior Services of Albany until 9/30/2019.

Sincerely,

Michele McClave  
Commissioner

cc: Dennis Feeny, Majority Leader  
    Frank Mauriello Minority Leader  
    Kevin Cannizzaro, Majority Counsel  
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 1/15/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☑ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Multiple See attached

Additional Parties (Names(addresses)):
Multiple See attached

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Justification: (state briefly why legislative action is requested)

Justification: (State briefly why legislative action is requested) Via resolution 182 adopted May 11, 2015 Albany County Department of Social Services partnered with Senior Services of Albany (SSA) as the lead agency in a grant from the Office of Violence against Women (OVW) to address the issue of abuse, neglect, domestic violence in women over 50. This was a three year grant concluding September 30, 2018, which focused on training “individual and agencies to enhance their ability to address elder abuse, neglect and exploitation, as well as provide cross training opportunities to professionals working with older victims: establish or support a coordinated community response to elder abuse; and provide or enhance service for victims who are 50 years of age or older.” Much of the grant funding would be dedicated to a Coordinator, was will be hired by SSA, and direct services which was established by SSA in year two. Grant funding would pay for DSS to travel to the trainings. Since the OVW Abuse in Later Life grant has been extended until Sept. 30, 2019, permission is requested to extend the Memorandum of Understanding with our key partners (MOU Addendum attached) This is a collaborative effort that involves five project partners: 1. Law Enforcement - City of Albany Police Department 2. Prosecutor’s Office Albany County District Attorney’s Office, Victim Service Provider Unit 3. Social Services - Albany County Department of Social Services, Adult Protective Unit 4. Equinox - Crime Victims 5. NonProfit with experience assisting individuals in later life- Senior Services of Albany
MEMORANDUM OF UNDERSTANDING ADDENDUM

OVW Grant #2015-EW-AX-K005 has been extended until September 30, 2019.

Required MOU Partner Agencies

1. Law Enforcement Agency: Albany Police Department

2. Prosecutor's Office: Albany County District Attorney's Office

3. Victim Service Provider: Equinox, Inc.

4. Non-profit/government agency with demonstrated experience in assisting individuals in later life (2): Senior Services of Albany
   Albany County Department of Social Services

Roles and Responsibilities each partner will assume to ensure the success of the project through the remainder of the grant period:

Senior Services of Albany (SSA) will continue to serve as the grantee and fiduciary for the OVW grant, coordinate the project, and facilitate communication and planning among the project partners regarding implementation of project activities, and enhancement of outreach and direct services for elder abuse victims. SSA will provide a nationally-trained staff trainer (Project Coordinator) who will serve on the multidisciplinary training team that will provide any additional one-day local Law Enforcement Trainings. The Project Coordinator will work with other MOU partners to implement all project activities, including facilitating a multidisciplinary Collaborative Community Response (CCR) to abuse in later life.

The Albany Police Department will provide an experienced law enforcement trainer to serve on the multidisciplinary training team that will provide any additional one-day local Law Enforcement Trainings. The Albany Police Department will work with other MOU partners to implement all project activities, including participating on a multidisciplinary Collaborative Community Response (CCR) to abuse in later life.
Albany County District Attorney’s Office will provide an experienced prosecutor to serve on the multidisciplinary training team that will provide any additional one-day local Law Enforcement Trainings. The DA’s office will work with other MOU partners to implement all project activities, including participating on a multidisciplinary Collaborative Community Response (CCR) to abuse in later life.

Equinox, Inc. will provide an experienced staff member to serve on the multidisciplinary training team that will provide any additional one-day local Law Enforcement Trainings. Equinox will work with other MOU partners to implement all project activities, including participating on the multidisciplinary Collaborative Community Response (CCR) to abuse in later life.

Albany County Department of Social Services (AC DSS) will provide an experienced staff member to serve on the multidisciplinary training team that will provide any additional one-day local Law Enforcement Trainings. AC DSS will work with other MOU partners to implement all project activities, including participating on the multidisciplinary Collaborative Community Response (CCR) to abuse in later life.

All Project Partners, along with other key stakeholders in the community, will work together to develop a local multidisciplinary community response to elder abuse, neglect and exploitation. All partners agree to cooperate with Senior Services of Albany, the grantee and fiduciary, in complying with OVW requirements.
Meaningful partnership and commitment for all project partners to work together to achieve stated project goals:

The named MOU partners are among the key stakeholders in Albany County currently dealing with elder abuse in our community. This project brings these agencies together in an effort to change the community standard in responding to domestic violence and elder abuse. All MOU organizations will work together as equal partners who bring value with their knowledge and experience in their respective disciplines, openness to change, and a desire to learn from one another and the people they serve.

Planning and development team responsible for developing and implementing project activities:

All partner agencies agree to have representatives fully participate in the planning and implementation of project activities, including local training events, as well as providing outreach and direct services to older victims. Involved in this project from Senior Services of Albany will be the Executive Director, Monika Boeckmann, MA, MS, MBA, Director of Programs and Community Outreach, Gretchen Moore Simmons, MA (Project Coordinator), and a full-time Elder Navigator, to be funded as part of the grant. Key staff from other MOU partners include Rick Storms, Elder Abuse Case Manager from Equinox; Viola Lipscomb, Long-Term Care Coordinator, Albany County-NY Connects with the Albany County Department of Social Services; Amanda Kyle-Sprague, Community Justice and Outreach Manager, as well as several Prosecutors/ADAs, from the Office of the Albany County District Attorney; and Detective Rachel Coleman from the Albany Police Department. As determined appropriate and beneficial to the success of this project, additional planning and development team members will
be added, especially those agencies and programs that will serve as a bridge to reach underserved populations in Albany County. The Executive Director of Senior Services of Albany and the Project Coordinator will offer overall guidance for the project and will ensure timely completion of the project’s stated goals.

Resources each partner will contribute to the project through time or in-kind contributions:

In addition to the required participation in training and planning and implementation of project activities, partners will provide in-kind contributions through meeting and training space, as well as providing supplies, supervision and administrative support.

Commitments

Direct Training for Law Enforcement:

*One-day eight hour local Law Enforcement Training*

The multidisciplinary training team may conduct 1-2 additional one-day local trainings if requested by the Zone 5 Police Training Academy.

Four-day National Judicial Institute

Senior Services of Albany will encourage judges in our jurisdiction to attend a four-day National Judicial Institute in 2019 on elder abuse, neglect and exploitation, dates and location to be determined. It is understood that the faculty for this judicial education will be judges and national experts, and that attendance is restricted to judges. SSA will seek assistance from MOU partners in identifying potential attendees and encouraging their participation.
Multidisciplinary Collaborative Community Response (CCR):

All partners commit to establishing a multidisciplinary collaborative community response to abuse in later life, including domestic violence, dating violence, sexual assault, stalking, exploitation, and neglect. Partners will draw upon connections with other agencies and members of existing groups to assure inclusion, particularly for underserved populations.

Outreach and direct services to older victims:

All project partners are committed to enhancing outreach and direct services for victims of elder abuse in Albany County. Senior Services of Albany will work with project partners and other organizations to develop and implement a strategic plan for outreach and service delivery.

Approval

We, the undersigned have read and agree with this Memorandum of Understanding Addendum and are committed to work as a collaborative team to achieve stated project goals.

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<td>Executive Director</td>
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<td>Chief of Police</td>
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<th>Michele McClave</th>
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January 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission for a contractual agreement with the New York State Department of Health's (NYSDOH) designated Health Home entity. The designated Health Home entity is Children's Health Home of Upstate New York (CHHUNY). Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for Health Home Care Management

Date: 01/04/2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen
Attending Meeting: 

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

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

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed)  Reimbursement for Medicaid Care Management Services

Contract Terms/Conditions:

Party (Name/address):
Children’s Health Home of Upstate New York (CHHUNY)
1099 Jay Street, Bldg J
Rochester, New York 14611

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

Amount/Raise Schedule/Fee:  $521,000
Scope of Services:  Health Home Care Management

Bond Res. No.:  
Date of Adoption:  

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line:  AA6119 01276
Revenue Amount:  $521,000

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

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

Term
- Term: (Start and end date) 01/01/2019 – 12/31/2019
- Length of Contract: 12 Months

Impact on Pending Litigation
- Yes ☐ No ☒

Previous requests for Identical or Similar Action:
- Resolution/Law Number: 18-94
- Date of Adoption: 3/12/18

Justification: (state briefly why legislative action is requested)
- Please see attached
Department for Children, Youth and Families
Health Home Care Management

The Department for Children, Youth and Families is seeking Legislative authorization to renew a contractual agreement with the New York State Department of Health (NYSDOH) designated Health Home entity. The designated Health Home is Children's Health Home of Upstate New York (CHHUNY).

This request seeks to replace the previously approved Targeted Case Management Services (TCM) program which were directly funded by NYS OMH prior to 2017. This transition from Targeted Case Management to Health Home Care Management was fully implemented in 2017. Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

Eligibility Criteria for Health Home Services: Chronic Conditions
New York State’s Health Home eligibility criteria is as follows:

☐ Medicaid eligible/active Medicaid; and

☐ Two (2) or more chronic conditions; or

☐ One (1) single qualifying condition of either HIV/AIDS or a Serious Mental Illness (SMI)

While this is a Medicaid initiative, it remains the responsibility of the county legacy TCM program to provide services to non-Medicaid children as well, which will continue to be funded by NYS OMH State Aid funding. In 2018, the Health Home Care Management program’s revenue was approximately $521,088.
CARE MANAGEMENT AGENCY PROVIDER AGREEMENT

This Provider Agreement ("Agreement") is made and entered into as of this _____ day of ____________________________, 2017, by and between CHHUNY, LLC ("CHHUNY"), a New York limited liability company located at 290 Elwood Davis Road, Suite 290 Liverpool NY 13088 and Albany County ("Care Management Agency" or “CMA”),
located at 200 So. Pearl St., Albany New York, 12222, each individually a “Party” and together “the Parties.”

BACKGROUND

WHEREAS, it is the mission of CHHUNY to cultivate a care management model based upon the belief that every family has strengths and that families are the natural and most effective drivers of their care; and

WHEREAS, CHHUNY has been designated as a lead Health Home by the New York State Department of Health to serve children and adolescents; and

WHEREAS, CMA is a New York State licensed health, mental health or substance abuse treatment facility or program, a New York State licensed or regulated clinical professional, clinical practice, or faculty medical practice, a qualified peer service program, a social support services program, or a unit of local government that provides direct services to individuals in need of their services; and

WHEREAS, CMA wishes to provide Health Home Services to Health Home Candidates and Health Home Participants referred by CHHUNY, another Health Home, a local social services district, or a Managed Care Organization; and

WHEREAS, as lead health home, CHHUNY shall perform billing and administrative services for services provided by CMA to Health Home Participants and Health Home Candidates; and

WHEREAS, CHHUNY will provide administrative services through its agent, HHUNY, LLC, or another agent it identifies to CMA;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:
1. DEFINITIONS

The terms set forth below shall have the following meanings:

1.1. "Accountable Care Organization" or "ACO" means an organization of clinically integrated health care providers certified by the Commissioner of the New York State Department of Health under article 29-E of the Public Health Law. For purposes of this Agreement, the term ACO shall include DSRIP Programs.

1.2. "Covered Services" are medical and rehabilitation services that are provided to Members of a Health Plan.

1.3. "Emergency Medical Condition" means a medical or behavioral condition the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a pregnant woman, the health of the woman or her unborn child, or in the case of a behavioral condition, placing the health of the person or others in serious jeopardy; or (ii) serious impairment to such person's bodily functions; or (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person.

1.4. "Health Home" means an organization that has been authorized by the New York State Department of Health to act as a lead health home for adults or for children and adolescents.

1.5. "Health Home Candidates" are Medicaid recipients who are assigned to the roster of a Health Home who will receive outreach and assessment services prior to enrollment in the Health Home Program.

1.6. "Health Plan" or "Plan" means a public or private health benefit program that pays for or provides a defined set of medical, rehabilitation, or related services to enrolled
individuals, including but not limited to the New York State Medicaid program, health insurance plans, and union or employer funded health benefits programs.

1.7. "Health Home Program" means the New York State Medicaid Health Home Program.

1.8. "Health Home Participant" or "Participant" means a Medicaid recipient who is assigned to the roster of a Health Home by a Managed Care Organization, the New York State Department of Health, or another entity that is authorized to make such assignments. For purposes of this Agreement, Health Home Candidates are considered to be Health Home Participants. Health Home Participants are also Members of a Health Plan.

1.9. "Health Home Services" means those services defined in Section 1945(b)(4) of the Social Security Act, including

i. Comprehensive care management;

ii. Care coordination and health promotion;

iii. Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;

iv. Individual and family support, which includes authorized representatives;

v. Referral to community and social support services, if relevant; and

vi. The use of health information technology to link services, as feasible and appropriate.

vii. In addition, for purposes of this Agreement, Outreach and Assessment Services as defined below are also deemed to be Health Home Services.

1.10. "Ineligible Person" means an individual or entity who: (1) is currently excluded, debarred, suspended or otherwise ineligible to participate in (a) Federal health care programs, as may be identified in the List of Excluded Individuals/Entities maintained by the Office of Inspector General of the United States Department of Health and Human Services ("OIG"); (b) Federal procurement programs, as may be identified in the
Excluded Parties List System maintained by the General Services Administration; (c)
State medical assistance programs, including Medicaid or CHIP; or (d) State procurement
programs; or (2) has been convicted of a criminal offense subject to the OIG's mandatory
exclusion authority for Federal health care programs as described in section 1128 (a) of
the Social Security Act.

1.11. "Local Governmental Unit" or "LGU" means the identifiable unit of local
government that is responsible for planning, development and administration of local
systems of care for people diagnosed with mental illness, substance abuse or
developmental disabilities in accordance with Article 41 of the Mental Hygiene Law.

1.12. "Managed Care Organization" or "MCO" is a Health Maintenance
Organization or other entity that is responsible for the delivery of Covered Services to
Members of a Health Plan. For purposes of this Agreement, the term includes
Accountable Care Organizations.

1.13. "Medicaid Recipients" are persons enrolled in the New York State Medicaid
Program.

1.14. "Member" means an individual enrolled in a Health Plan, including Medicaid Recipients.

1.15. "Outreach and Assessment Services" means communications to inform Health
Home Candidates of the availability of Health Home Services, engagement of Health
Home Candidates, preliminary assessment of the needs of Health Home Candidates, and
enrollment of Health Home Candidates in the Health Home Program. Outreach and
Assessment Services are Health Home Services.

1.16. "Participating Providers" means a provider of Covered Services that has
contracted with a Health Plan or MCO to render such services to Members.

1.17. "Payer" means a Health Plan, Health Home, MCO, or ACO that is responsible
for making payments for the delivery of Covered Services to Members or Health Home
Services to Health Home Participants, including but not limited to the United States Department of Health and Human Services and the New York State Department of Health.

1.18. "Related Organizations" means persons or organizations that are involved in planning, payment for, delivery, or monitoring the delivery of physical health, behavioral health, or social support services to individual Members. This includes, but is not limited to the Health Plan in which a Participant is enrolled, individual and facility providers that provide diagnostic or treatment services to a Participant, Health Homes, and Local Governmental Units.

1.19. "Utilization Review Policies and Procedures" means the policies and procedures for determination of the necessity and appropriateness of Health Home Services and other Covered Services, and compliance with standards for discharge planning and service coordination, including, but not limited to, the time frames and methods of notification of admission and discharge of patients, communications protocols, medical review protocols, reconsiderations, and appeals, that are applied by a Payer.

2. CMA COVENANTS

2.1. Provision of Services. CMA agrees to furnish Health Home Services to Health Home Candidates and Health Home Participants referred by CHHUNY, a Health Home, or an MCO or other Payer with due respect to the mission of CHHUNY, when it has the ability and resources available to provide such services. CMA may provide other Covered Services to Participants in accordance with the terms and conditions of its agreements with MCO/Payers.

2.2. Patient Relationship. CMA shall be an independent contractor to CHHUNY and shall be solely responsible for the Health Home Services it renders to Health Home Participants under this Agreement.

2.3. Person-Centered Services Planning.
2.3.1. **Training.** CMA will ensure that all of its care managers receive training at least annually in the principles of person-centered planning and delivery of services to people diagnosed with serious mental illness, chemical dependency, or serious emotional disturbance.

2.3.2. **Services Planning.** CMA will develop service plans in a person-centered manner. At the Health Home Participant’s request and as appropriate, CMA will involve peers or family members in the process of individual service planning. Individual services plans will be developed in accordance with New York State Department of Health Health Home Program standards and requirements as they may be amended from time to time.

2.3.3. **Cooperation.** CMA will cooperate with Related Organizations in the development of a coordinated plan of care for Health Home Participants. CMA will share required information with Related Organizations as required and as legally permitted. CMA will alert Related Organizations to significant changes in the Participant’s clinical or social status as legally permitted, in accordance with the requirements of the applicable MCO/Payer and CHHUNY.

2.4. **Referrals by CMA.** CMA shall make reasonable efforts to refer each Health Home Participant to Providers participating in Participant’s Health Plans and as appropriate for such Participant’s needs. CMA’s primary consideration in the making of referrals shall be the quality and continuity of the Health Home Participant’s care. Referrals shall be made in accordance with such Participant’s Health Plan Policies and Procedures. As necessary, CMA will reasonably assist such Participants in scheduling appointments with other providers.

2.5. **Priority Access.** CMA shall give priority in admitting and scheduling appointments for persons who are to be discharged from inpatient psychiatric or substance abuse programs, persons who require urgent care, persons identified by
CHHUNY as being a priority enrollment, and persons who are subject to an order to receive Assisted Outpatient Treatment pursuant to section 9.60 of the New York Mental Hygiene Law.

2.6. **Referrals to CMA.** CMA shall accept Participants referred for Health Home Services by CHHUNY, a Health Home, a local department of social services or MCO/Payer when CMA has the ability and resources available to serve the Participants. CMA shall immediately inform CHHUNY, the Health Home, or the MCO if it is unable to deliver outreach and engagement services to a Health Home Candidate within thirty (30) days of receipt of a referral. After CMA provides such notice, CMA shall have no further obligations to the Health Home Candidate.

2.7. **Coordination of Care.** CMA will use its best efforts to collaborate with Related Organizations to ensure coordinated delivery of behavioral health, physical health and social services to Participants. CMA will systematically communicate with CHHUNY, MCO/Payer case managers, Health Homes, Participating Providers, and Local Governmental Units about service planning, access to needed services, and coordination of services to Health Home Participants.

2.8. **Health Home Standards.** CMA will deliver Health Home Services in accordance with applicable New York State and federal law, standards, regulatory requirements and policies. In addition to and notwithstanding any other provision of this Agreement, professional CMAs shall exercise independent professional judgment consistent with accepted standards of care in formulating treatment plans for, and rendering professional treatment to, Health Home Participants.

2.9. **Health Plan Policies and Procedures.** CMA will adhere to applicable policies and procedures established by the Participant’s MCO or other Payer. Nothing in this Agreement shall affect the obligations of CMA with regard to its contracts with Payers entered into independent of this Agreement. CMA shall not refer a Participant to any provider that is not a Participating Provider in a Health Home Participant’s Health Plan’s Provider Network without Health Plan’s prior notice and approval, except in the instance
of an Emergency Medical Condition or a Health Home Participant’s request after full explanation of the consequences of a referral to an out-of-network provider.

2.10. Use of Health Information Technology.

2.10.1 CMA shall submit information to CHHUNY or its agent electronically, using data dictionaries and formats designated by CHHUNY. CMA shall use an online software system designated by CHHUNY to enter and process information about the delivery of Health Home Services to Health Home Participants enrolled in CHHUNY managed Health Home Programs.

2.10.2 CMA shall submit bills for delivery of Health Home Services to CHHUNY or an agent designated by CHHUNY electronically and participate in other health care transactions in accordance with national standards established at 45 CFR Part 162 (the HIPAA transaction standards) as it may from time to time be amended.

2.10.3 CMA shall participate in electronic health information exchange to send and receive summary of care records to support transitions of care and care coordination in accordance with nationwide standards for meaningful use of electronic health records in 45 CFR Part 170 as it may from time to time be amended.

2.11. Clinical Records. CMA shall maintain clinical records and document its provision of Health Home Services to Participants in accordance with applicable federal and state regulatory standards. CMA shall maintain Participant clinical records for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after the age of majority or six (6) years after the date of service, whichever is later, or for such longer period as required by law. This provision shall survive the termination of this Agreement regardless of the reason.

2.12. Confidentiality of Health Information.

2.12.1. Use and Disclosure of Patient Records. CMA shall maintain in confidence all information contained in the clinical records of Participants and shall refrain from
disclosing such information, except (i) with the consent of the Participant or Person legally able to consent to disclosure for Participant, (ii) pursuant to a valid order of a court of competent jurisdiction, or (iii) as otherwise authorized by law, and in accordance with the terms and conditions of this Agreement. CMA and CHHUNY shall each comply with applicable provisions of law governing use, disclosure, and individual access to health information, including but not limited to the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), HIV confidentiality requirements of Article 27-F of the New York State Public Health Law, New York State Mental Hygiene Law Section 33.13 (mental health program records), and 42 CFR Part 2 (pertaining to records of federally assisted substance abuse programs) as they may from time to time be amended.

2.12.2. **Consent to Disclosure.** CMA shall obtain from each Participant or a person legally able to consent for Participant, a release permitting the CMA to disclose Participant's clinical records to CHHUNY, Participant’s Health Home, and Participant’s Payers and permitting CHHUNY, Participant’s Health Home and Participant’s Payers to re-disclose patient information to Related Organizations to the extent necessary for referral and treatment (including case management and care coordination), payment for services, and quality assurance. With such consent, CMA shall make Participant records available to CHHUNY, Participant’s Health Homes and Participant’s Payers for those purposes. CMA shall obtain Health Home Participants’ consent to disclose health information in the form required by the New York State Department of Health. CMA shall immediately notify CHHUNY and/or a referring MCO if any Participant’s consent to disclosure of health information is revoked or modified.

2.12.3. **Data Security.** CMA shall implement reasonable and appropriate administrative, physical and technical safeguards of electronic protected health information as required by the HIPAA Security Rule (45 CFR Part 164, Subpart C) as it may from time to time be amended.
2.12.4. Breach Notification. CMA will notify CHHUNY in writing of any breach of unsecured protected health information of a Participant without unreasonable delay and in any event within three (3) business days of discovery of the breach. CMA shall comply with the HIPAA Breach Notification Rule (45 CFR Part 164, Subpart D) as it may from time to time be amended.

2.12.5. Medical Data Privacy Agreement. CMA and CHHUNY shall enter a Medical Data Privacy Agreement that includes the required provisions of a HIPAA Business Associate Agreement and a 42 CFR Part 2 Qualified Services Organization Agreement, as well as provisions related to Medicaid data required by the New York State Department of Health in the form attached as Attachment B before services may be provided pursuant to this agreement.

2.13. Clinical Practice Guidelines. CMA acknowledges that CHHUNY, Payers, or the New York State Department of Health ("NYSDOH") may from time to time issue practice guidelines and/or other recommended protocols for the management of certain clinical conditions. CMA agrees to give due consideration to all such guidelines or protocols in formulating treatment plans for, and in treating, Participants.

2.14. Outcomes Monitoring. CMA shall participate in patient satisfaction, outcomes monitoring, and similar activities conducted by CHHUNY or its agent. CMA will generate reports and send data to CHHUNY or its agent within timeframes and in formats reasonably required by CHHUNY for the purposes of quality improvement, auditing CMA billings, documenting CHHUNY, Payer, or CMA compliance with regulatory standards, and generating reports required by government authorities.

2.15. Credentialing. CMA will cooperate fully with CHHUNY and Payer credentialing procedures, as in effect from time to time.

2.16. License and Certification. CMA has and will maintain all professional, facility, and business licenses or certifications required for the delivery of services covered by this Agreement. CMA shall participate in the New York State Medicaid Program, and
represents that it is not and has not been debarred from participation in any state or federal health care program. CMA will inform CHHUNY of any change in its license, certification, or participation status by sending a written notice in accordance with Section 6.3 of this Agreement, with a copy of the notice of change from the governmental entity or the Payer, as soon as possible and in no event later than five (5) business days of the change.

2.17. **Legal Compliance.** CMA will comply with all legal and regulatory requirements and ethical standards applicable to the operation of CMA’s program(s) or practice of CMA's profession, and ensure that all of CMA's employees and agents do the same.

2.18. **Notice of Disciplinary Action.** CMA will notify CHHUNY in writing and in accordance with Section 6.3 of this Agreement as soon as possible and in no event later than five (5) business days after CMA becomes aware of any disciplinary or corrective action proceedings or investigation brought or initiated against the CMA or any of the CMA's employees or staff members by any governmental agency, professional society, hospital or other type of provider, or contractor (including, without limitation, the Office of the Medicaid Inspector General.)

2.19. **Notice of Legal Action.** CMA will notify CHHUNY in writing and in accordance with Section 6.3 of this Agreement as soon as possible and in no event later than five (5) business days after CMA receives a Summons or otherwise becomes aware of any legal action or malpractice claim against CMA or its employees or staff individually that is directly or indirectly related to the CMA’s delivery of clinical services to Health Home Participants.

3. **COMPENSATION AND BILLING**

3.1. **Submission of Bills for Health Home Services.** CMA shall submit to CHHUNY or a CHHUNY designated billing agent bills or claims for the provision of Health Home Services to Health Home Participants assigned to CHHUNY. Claims shall
be submitted within sixty (60) days of provision of service, and in accordance with billing procedures and formats specified by CHHUNY or its designated agent.

3.2. **Claims for Covered Services.** CHHUNY and Health Home shall have no responsibility for processing or payment of claims for Covered Services other than Health Home Services.

3.3. **Payment for Health Home Services.**

3.3.1. CHHUNY shall pay CMA for Health Home Services in accordance with the compensation policies and the fee schedules specified in Attachment A of this Agreement, as it may be amended from time to time.

3.3.2. CMA acknowledges that CHHUNY shall bill Payers for Health Home Services rendered by CMA pursuant to this Agreement. CHHUNY agrees to bill Payers promptly and in accordance with applicable laws, rules, and regulations and the billing policies and procedures for such Payer. CHHUNY shall not be obligated to pay CMA for any service unless and until the Participant’s Payer pays CHHUNY for such service. CHHUNY shall pay CMA within fifteen (15) business days of receipt of payment from the Payer.

3.4. **Balance Billing.** CMA agrees to accept as full payment for the provision of Health Home Services the amounts specified in the applicable Addendum. CMA shall not bill Participants for any amounts attributable to Health Home Services in excess of those set forth in the Addendum, except for permissible coinsurance and deductible amounts, if any.

3.5. **Utilization Review.** CMA acknowledges and agrees that services rendered pursuant to this Agreement shall be subject to utilization review, and that amounts payable by CHHUNY may be reduced to the extent that services rendered are determined not to be or not to have been medically necessary.
3.6. **Recoupment/Adjustments for Incorrect Payment to CMA.** CHHUNY shall comply with New York State policies and procedures for reporting and refund of overpayments of Medicaid claims for Health Home Services and other applicable Payer policies. If CMA discovers that an improper claim has been submitted to CHHUNY, it shall immediately report the improper claim to CHHUNY, notify CHHUNY of any identified overpayment, and refund to CHHUNY or its designated agent any overpayment it has received. CHHUNY, in its sole discretion, may offset unrefunded overpayments against subsequent payments to CMA for Health Home Services.

3.7. **Rates of Payment, Practices, Policies and Protocols.** From time to time CHHUNY or its designated agent shall furnish CMA with addenda that set forth: (a) billing procedures for Health Home Services; (b) rates of payment for various Health Home Services, taking into consideration the severity of impairment of Health Home Participants; (c) applicable fees payable to CHHUNY under this Agreement; (d) applicable Utilization Policies and Utilization Review Procedures; and (e) practice guidelines, policies, and procedures related to the delivery of Health Home Services, referral to Related Parties, and other protocols established by CHHUNY or Participants' Payers. These addenda shall be incorporated in and made a part of this Agreement. CHHUNY may amend such documents as it sees fit from time to time. CHHUNY will send a copy of all such amendments to the CMA.

3.8. **Monitoring and Auditing.** CMA acknowledges that CHHUNY shall monitor and audit the performance of providers and the appropriateness of billings for Health Home Services, and that Payers may do the same. To the extent feasible, CHHUNY will share the monitoring and auditing tools and measures that it uses with CMA in order to facilitate proactive on-going efforts to comply with Health Home Program Standards and to avoid and correct submission of improper claims for such services. CHHUNY, government officials with oversight authority over CHHUNY, and Payers (including but not limited to the United States Department of Health and Human Services and the NYSDOH), shall have the right, during normal business hours and upon reasonable notice, to monitor and evaluate, through inspection or other means, CMA's performance.
under this Agreement and compliance with regulatory standards. This shall include, but not be limited to, access to medical records, encounter data and financial information and site visits. The New York State Office of the Medicaid Inspector General shall have the right to audit CMA’s performance under this Agreement consistent with its statutory authority. This section shall survive the termination of this Agreement for six (6) years, regardless of the reason for termination.

4. INSURANCE AND INDEMNIFICATION

4.1. Liability Insurance. CMA, at its sole cost and expense, shall maintain (or cause to be in effect) comprehensive general liability insurance with limits of not less than $1 million per occurrence and $3 million in the aggregate, including insurance against claims, investigation costs, civil penalties, and expenses incurred as a result of the unauthorized disclosure of confidential medical information. In addition, CMA shall maintain professional liability insurance covering itself, at its sole cost and expense, with limits not less than $1.0 million per occurrence and $3.0 million in the aggregate. Such insurance policies shall be obtained from a commercial insurance carrier admitted to do business in the State of New York or from a duly established and self-funded or pooled insurance program. The professional liability insurance coverage shall be on an occurrence basis or, if on a "claims made" basis, shall include appropriate tail coverage. CMA shall secure policy endorsements (a) requiring written notice to CHHUNY at least thirty (30) days prior to any material modification, reduction or termination of such coverage, and (b) naming CHHUNY and each Payer in which CMA participates as an "additional insured." CMA shall, upon entering into this Agreement and thereafter, upon request, provide CHHUNY with proof of such insurance coverage.

4.2. Indemnification – Medicaid Program. The parties acknowledge that, pursuant to state and Federal law, the New York State Office of the Medicaid Inspector General (OMIG) and/or the Federal Office of the Inspector General (OIG) may review and audit all contracts, claims, bills and other expenditures of medical assistance program funds. CHHUNY agrees to indemnify, and hold CMA and its employees, officers, and directors harmless from any and all liability and expense, including CMA’s reasonable attorneys'
fees and costs of defense, arising out of any suit, investigation, administrative action, fine, penalty, overpayment or sanction, by or relating to OMIG and/or OIG against CMA relating to the negligent or wrongful actions of CHHUNY related to administration of the Health Home Program, including improper billing for Health Home Services. CMA agrees to indemnify and hold CHHUNY, and its employees, officers, directors, subcontractors or agents, and Participant’s Payers harmless from any and all liability and expense, including CHHUNY’s, and its employees’, officers’, directors’, subcontractors’ or agents’, and Participant’s Payers’ reasonable attorneys’ fees and costs of defense, arising out of any suit, investigation, administrative action, fine, penalty, overpayment, or sanction by or relating to OMIG and/or OIG against CHHUNY and/or its employees, officers, directors, subcontractors or agents, or the payer, relating to the negligent or wrongful actions of CMA, including improper billing claims for Health Home Services.

4.3. Actions of Third Parties. Notwithstanding any other provision of this Agreement, CHHUNY and its employees, officers, directors, sub-contractors or agents shall have no liability to CMA for any action taken by a Payer, government agency or third party based upon information provided or recommendations made within the scope of the credentialing, contracting, utilization review, quality improvement, auditing, or related functions of CHHUNY related to administration of the Health Home Program.

4.4. Indemnification – Third Party Claims other than those by the NYS OMIG or Federal OIG. CMA agrees to indemnify and hold CHHUNY and its employees, officers, directors, sub-contractors or agents and CHHUNY contracted Payers harmless against any and all third party claims, damages, expenses and costs, including, without limitation, damages, court costs, and reasonable attorney fees, resulting from or arising out of CMA’s negligence or wrongful acts or omissions under this Agreement other than those covered by section 4.2 of this Agreement. CHHUNY agrees to indemnify and hold CMA and its employees, officers, and directors harmless against any and all third party claims, damages, expenses and costs, including, without limitation, court costs, and reasonable attorney fees, resulting from or arising out of its acts or omissions under this Agreement.
4.5. Indemnification- Managed Care Organization Claims

Notwithstanding section 4.4 of this Agreement, if CHHUNY is required to reimburse or indemnify any Managed Care Organization for overpayments or claims related to actions of CMA, whether or not negligent or wrongful, CMA agrees indemnify and hold CHHUNY and its employees, officers, directors, subcontractors or agents harmless from any and all liability, including CHHUNY’s and its employees’, officers’, directors’, subcontractors’ or agents’ reasonable attorneys’ fees and costs of defense, arising out of any such overpayment, claim, suit, or investigation, except to the extent such indemnification is related solely to actions of CHHUNY.

5. TERM AND TERMINATION

5.1. Term. The term of this Agreement shall begin January 1, 2018 and all prior agreements between the parties related to the health home program shall be revoked, except for provisions of Attachment “B” and provisions for such agreement(s) specifically made to survive termination. This Agreement shall remain in effect until December 31, 2018, unless earlier terminated by either party according to Section 5.2.

5.2. Termination.

5.2.1 Termination Without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party at least sixty (60) days before termination.

5.2.2 Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement in any manner and such material breach continues for a period of thirty (30) days after notice of the breach is given to the breaching party. The termination shall be effective as of the end of the thirty (30) day period, or as of such later time as shall be specified in the notice of termination.
5.2.3 Violation of Law. This Agreement may be terminated by either party upon thirty (30) days written notice in the event that any court or governmental agency finally determines that this Agreement violates any law or regulation, or that either party is operating in violation of any law or regulation, or otherwise orders that the other cease operation, or if such termination is expressly required by law. A shorter notification period may be permitted if required by any court, governmental agency, or legislation.

5.2.4 Disciplinary Action. CHHUNY may terminate this Agreement immediately upon written notice to the CMA if CMA is debarred from participation in the Medicare or Medicaid programs or if CMA loses, upon condition or otherwise, the ability to practice or operate under any professional, facility, or business license or certification required for CMA to provide services under this Agreement.

5.2.5 Standards of Care. CHHUNY may terminate this Agreement immediately upon written notice to CMA if CHHUNY, in its sole discretion, determines that the CMA has failed to adhere to professional standards of care in treating Participants or others, after providing CMA with thirty (30) days' notice to CMA of the standards that CMA is allegedly failing to adhere to, during which time CMA will have the opportunity to cure the issue.

6. MISCELLANEOUS

6.1. Relationship of the Parties. The parties shall be independent contractors and are not and shall not be deemed for any purpose under this agreement to be in a joint venture, partnership, or an employment relationship. CHHUNY shall not be responsible for nor have control over the method or manner of the CMA's delivery of Covered Services under this Agreement.

6.2. Non-exclusive Agreement. Nothing contained in this Agreement shall prevent the CMA from rendering Covered Services pursuant to other contractual arrangements or from participating in other provider networks or Accountable Care Organizations.
Nothing in this Agreement shall prevent CHHUNY from contracting with provider organizations that compete with CMA.

6.3. Notices. All notices required or permitted by this Agreement shall be in writing and shall be addressed as follows:

To CHHUNY:
Donna Fiscella
Executive Director
Children's Health Home of Upstate New York (CHHUNY)
290 Elwood Davis Road,
Suite 290
Liverpool, NY 13088

To CMA:
Moriah Manning
Deputy Commissioner
AcOyF
117 State St, rm 300
Albany, NY 12203

6.4. Sole Agreement. This Agreement is the sole agreement between CHHUNY and CMA regarding the subject hereof, and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. No amendment or alteration or modification of this Agreement except as provided in section 3.7 shall be effective unless set forth in writing executed by each Party and consented to by the New York State Department of Health or other government agency, if such consent is required by law or regulation.

6.5. No Waiver. Neither the failure by an aggrieved Party to this Agreement to insist upon strict performance of any term or condition of this Agreement, or to exercise any remedy as a consequence upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other Party, shall constitute a waiver of any such breach or of such term or condition.

6.6. Assignment. Neither Party hereto shall have the right to assign this Agreement without the prior written consent of the other Party. Without in any way limiting the foregoing, all of the terms of this Agreement shall be binding upon, inure to the benefit
of, and be enforceable by the successors, permitted assigns, agents and representatives of
the Parties.

6.7. **Partial Invalidity.** In the event that any term or provision of this Agreement
shall to any extent be held by a court of proper jurisdiction to be invalid or unenforceable
for any reason, the remainder of this Agreement shall not be affected thereby, and the
remaining terms and provisions hereof shall remain in full force and effect, except if the
removal of the invalid or unenforceable provisions are material and deprive a Party of its
bargained-for exchange. The invalid or unenforceable provisions shall, to the extent
permitted by law, be deemed and given such interpretation as will achieve the intent of
this Agreement.

6.8. **Governing Law.** This Agreement shall be governed by and construed under the
laws of the State of New York.

6.9. **Headings.** The headings contained in this Agreement have been inserted for the
convenience of reference only and shall in no way restrict or modify any of the terms or
provisions hereof.

6.10. **Further Instructions or Action.** Each Party agrees that it will execute and
deliver such further instruments and will take such other action as may be reasonably
necessary in order to effectively discharge, perform or carry out any of the Parties’
respective obligations and agreements hereunder.

6.11. **Representations and Warranties.** CMA warrants that it is a duly organized,
validly existing organization in good standing and that it has the authority to execute and
deliver this Agreement and to perform the services contemplated hereunder. CMA
warrants that it is and will continue to be, for the term of this Agreement, eligible to
participate in the New York State Medicaid Program, and that it will comply with all
state and federal laws and regulations, including Medicaid program requirements.
6.12. **Anti-fraud, Waste and Abuse Program.** CMA shall be responsible for creating policies and procedures to proactively identify fraud, waste and abuse; and provide copies of such policies to CHHUNY for review annually. CMA shall ensure that all CMA employees are trained on such policies upon hire and annually thereafter. CMA shall notify CHHUNY immediately of any fraud, waste or abuse matter involving a Participant. CMA shall upon the request of CHHUNY or any Payer, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to CHHUNY or a Payer pursuant to this Agreement is accurate, complete and truthful.

6.13. **Ownership and Controlling Interest Requirements.** CMA shall comply with requirements for disclosure of ownership and control, business transactions, and information for persons convicted of crimes against Federal health care programs, as described at 42 CFR Part 455, Subpart B (Program Integrity: Medicaid).

6.14. **Ineligible Persons.** CMA warrants that none of its principal owners or any other individual or entity it employs or contracts with to carry out its part of this Agreement is an Ineligible Person.

6.15. **Lobbying Disclosure.** CMA agrees that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of CMA for the purpose of influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. CMA agrees to complete and submit the “Certification Regarding Lobbying” attached hereto and incorporated herein as Exhibit F, if this Agreement exceeds $100,000. If any funds other than Federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the
award of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000, CMA shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” or any successor form required by the Federal government, in accordance with its instructions.

6.16. Amendment. This Agreement may be amended at any time by mutual written agreement of the Parties, signed by both Parties. This Agreement will be automatically amended in order to comply with state and federal laws or regulations, and such amendment shall be effective upon notice given by CHHUNY.

6.17. Implementation Prior to Government Approval. If the New York State Department of Health or another government agency determines that this Agreement is subject to its approval and the Agreement is implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health or other agency for approval or, alternatively, to terminate this Agreement if so directed, effective sixty (60) days subsequent to such notice.

6.18. Language Construction. The language in all parts of this Agreement shall be construed in accordance to its fair meaning and not for or against either party. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have entered this Provider Agreement as of the

18 day of JUNE, 2017

CHHUNY

By: [Signature]

Title: CEO

PROVIDER

By: [Signature]

Title: Deputy County Executive
# ATTACHMENT A

## PAYER ADDENDUM – HEALTH HOME SERVICES

<table>
<thead>
<tr>
<th>Payer</th>
<th>Children’s Health Homes of Upstate New York, LLC (“CHHUNY”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be delivered by Provider</td>
<td>For purposes of this Addendum, CMA shall be referred to as Provider. Health Home Services shall be as defined in section 1.9 of this Agreement, including:</td>
</tr>
<tr>
<td></td>
<td>- Comprehensive care management;</td>
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<td>- Care coordination and health promotion;</td>
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<td>- Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;</td>
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<td>- Individual and family support, which includes authorized representatives;</td>
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<td>- Referral to community and social support services, if relevant; and</td>
</tr>
<tr>
<td></td>
<td>- The use of health information technology to link services, as feasible and appropriate.</td>
</tr>
<tr>
<td></td>
<td>- Outreach and Assessment Services.</td>
</tr>
</tbody>
</table>

All health home services must be delivered in accordance with health home provider standards established by the New York State Department of Health as they may be amended from time to time. The current Internet link to those standards is: [http://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/provider_qualification_standards.htm](http://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/provider_qualification_standards.htm)
| Information for MAPP Health Home Tracking System | In order for CHHUNY to pay Provider for delivery of Medicaid Health Home Services, Provider must provide information to CHHUNY as needed to enable CHHUNY to meet the billing and documentation requirements of the NYS Department of Health.

Provider will submit the appropriate information via the direct access to and use of the internet based Care Management software application operated by CHHUNY. Information entered into this system by the Provider’s Care Managers will allow CHHUNY to produce necessary uploads related to billing to the Medicaid Analytics & Performance Portal (MAPP) / MAPP Health Home Tracking System.

Additionally the Provider shall be responsible for completing any New York State Department of Health identified procedures for documenting Participant assessment using CANS-NY, MAPP or other systems. Upon clarification by NYSDOH, and pending confirmation by the CHHUNY care management software vendor, the required assessments will be integrated into workflows in the application to simplify workflow for Providers’ staff. |
| Compensation and Billing Procedure Payment by Health Home or designee | CHHUNY, the Health Home to which a patient is assigned, shall pay Provider for the delivery of health home services. Provider shall bill CHHUNY and payment by CHHUNY shall be calculated on a monthly basis on the basis of the severity of need of individuals served by Provider during the month for which a bill is submitted. CHHUNY will submit a claim to the Participant’s Health Plan or the New York State Department of Health after Provider enters required information into the CHHUNY care management software application, enabling CHHUNY to upload that information to the MAPP Health Home Tracking System.

CHHUNY’s payment to Provider will be made within fifteen (15) business days of receipt by it of payment from the individual’s Health Plan or the New York State Department of Health for the health home services delivered by Provider. No payment will be made unless and until the payment from Participant’s Health Plan or the New York State Department of Health is received by CHHUNY. CHHUNY will pay Provider the monthly rate paid by the New York State Department of Health for each individual served by the Provider, less an administrative fee of $12.50 per individual served per month. The fee will be incurred by the Provider after it indicates that it has accepted a referral made to it by CHHUNY.

Provider is responsible for monitoring DOH requirements and providing information to CHHUNY on a monthly basis to document provision of services in accordance with those requirements. |
Attachment B HIPAA Business Associate Agreement (HIPAA BAA)

SUBCONTRACTOR DOCUMENTATION – Name of Organization:

Children’s Health Home of Upstate New York (CHHUNY), LLC

Please list the names, addresses, phone numbers and email addresses of all subcontractors. You are responsible to maintain a current listing of all your subcontractor’s individuals who access Medicaid data. This list may need to be provided to NYSDOH in the event of a NYS or a CMS audit. (Add more sections as necessary, i.e. Subcontractor B, C, etc.).

Subcontractor A:

Address: ____________________________

City, St Zip: ____________________________

Phone: ____________________________

Email Address: ____________________________

Acknowledgement of Business Associate Agreement (BAA): Yes ☐ No ☐

MMIS Number: ____________________________

*Please include copy of BAA
January 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative and to amend the 2019 adopted budget for the Department for Children, Youth and Families. The grant award for the 2019 funding year for the period of January 1, 2019 to December 31, 2019 is $86,700 with no County share.

Additionally, ACDCYF respectfully requests Legislative authorization to enter into an Interdepartmental Agreement with Albany County Crime Victims and Sexual Violence Center (ACCVSVC) for facilitation of services related to the Safe Harbor initiative. The amount requested for facilitation of these services is $10,000.

Furthermore, ACDCYF respectfully requests Legislative authorization to enter into a contractual agreement with St. Anne's Institute for the Provision of Outreach and Case management Services for Trafficked Youth. The amount requested for facilitation of these services is $40,000.

The requested contract terms will also be January 1, 2019 to December 31, 2019.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Maueriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment / Contract Authorization with ACCVSVC for DCYF Safe Harbour grant

Date: 01/04/2019
Submitted By: Scott McNeilis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☐ Equipment
☒ Fringe
☐ Personnel
☒ Personnel Non-Individual
☒ Revenue
Increase Account/Line No.: AA6119 03407
Source of Funds: New York State Office of Children and Family Services
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
NYS OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):
Albany County Crime Victims & Sexual Violence Center
112 State Street Room 1100
Albany, NY 12207

St Anne Institute
160 No. Main
Albany, NY 12206

Amount/Raise Schedule/Fee: $86,700
Scope of Services:
Safe Harbor Initiative

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☒ No ☐

Anticipated in Current Budget:
Yes ☐ No ☒

County Budget Accounts:
Revenue Account and Line: AA6119 03407
Revenue Amount: $86,700

Appropriation Account and Line: AA6119 18580, 44046, 44039, 44038
Appropriation Amount: $86,700

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

Term
Term: (Start and end date) 01/01/2019 - 12/31/2019
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 42-17, 17-520
Date of Adoption: 02/13/2017, 12/04/2017

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Authorization of Grant Acceptance from the Office of Children and Family Services of the Safe Harbor Grant and to Amend the 2019 Adopted Budget, Authorization to enter into a Contractual Agreement with St. Anne’s Institute and Authorization to enter into Inter-Departmental Agreement with Albany County Crime Victims and Sexual Violence Center

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative and to amend the 2019 adopted budget for the Department for Children, Youth and Families. The grant award for the 2019 funding year for the period of January 1, 2019 to December 31, 2019 is $86,700 with no County share.

(ACDCYF) respectfully requests Legislative authorization to enter into an Interdepartmental Agreement with Albany County Crime Victims and Sexual Violence Center (ACCVSVC) for facilitation of services related to the Safe Harbor initiative. The amount requested for facilitation of these services is $10,000. The requested contract term will be January 1, 2019 – December 31, 2019.

Additionally, ACDCYF respectfully requests Legislative authorization to enter into a contractual agreement with St. Anne’s Institute for the Provision of Outreach and Case management Services for Trafficked Youth. The requested contract term will be January 1, 2019 – December 31, 2019 in the amount of $40,000.

In 2008, New York State signed into legislation the Safe Harbor for Exploited Children Act. Prior to the passage of this Act, sexually exploited youth involved in illegal activities did not receive the protection of the Family Court and were instead prosecuted criminally. As such, rather than viewed as victims, these children and youth were seen as offenders of the law and treated as such. With the passage of the Act, these children and youth are now viewed as victims, which enable them to receive services to provide for their safety and well-being, in addition to counseling and other specific services to help address their emotional needs.

Allowable use of Safe Harbor funds include:

1. Create or further develop a community taskforce to address the issue of the sexual exploitation of children on a community-wide basis among all stakeholders, including law enforcement, child welfare staff, runaway and homeless youth shelter staff (where applicable), local service providers, advocates, local school staff, medical providers, and any other community stakeholders;

2. Promote community awareness about the sexual exploitation of children, including information on identification, referral to services, through community events or other methods of disseminating information;

3. Provide case assessment and referral for services through a multi-disciplinary team approach, including the utilization of Child Advocacy Centers where such exist, to interview potentially sexually exploited children and develop case plans to meet their needs;

With the funding to date, DCYF has facilitated trainings to increase community awareness and knowledge on this subject matter. Additionally, we run media campaigns
utilizing CDTA buses and bus shelters, as well as advertising on billboards and in neighborhoods that have been identified as being at high risk for trafficking as well as the malls.

In 2017, we established a critical team and developed protocol and processes to identify and service this population of youth. The Critical Team, as initially formed, consists of the following entities with other agencies to be included as warranted:

- Albany County Department for Children Youth and Families
- Albany County Attorney’s Office
- Albany County Department of Probation
- Albany County Department of Social Services
- Albany County Department of Mental Health
- Albany Police Department
- Albany County Sheriff’s Office
- Albany Police Department
- Bethlehem Police Department
- Colonie Police Department
- Albany County Crime Victims Sexual Violence Center
- St. Anne Institute
- Albany Medical Center
- St. Peter’s Health Partners
- Forensic Nurse Practitioners of Schenectady
- Albany County Regional Immigration Assistance Center

With the addition of the subcontracts with St. Anne’s Institute and ACCVSV, both have served to enhance and complement the Safe Harbor program and services. St. Anne’s Institute has a history of providing services in the community and in particular, have programs designed for this particular population of youth, including an already established street outreach program. They have provided strategies for being able to identify youth, engage youth (including use of social media), and provide linkages to services.

ACCVSV has a proven record and mechanism for responsiveness to victims of crimes, including sexual violence. Having ACCVSV as an additional partner provides the ability to respond to victims outside of non-business hours as they have an established 24/7 response team. Crime Victims would be the point person for community agencies such as law enforcement, hospitals, and community-based organizations to reach out to when a referral for trafficking services are warranted, allowing for a seamless and consistent response team and approach.

The contracts with St. Anne’s and ACCVSV allows for a more holistic and comprehensive plan to address and serve the needs of this population.
November 14th, 2018

Gail Geohagen-Pratt
Commissioner
Albany County DSS
112 State Street, Room 300
Albany, NY 12207

Dear Commissioner Geohagen-Pratt,

We are pleased to have your continued participation in the Safe Harbour: NY program in 2019. This letter confirms that Albany County has been provided an allocation of $86,700 for the development of Safe Harbour programming for the calendar year 2019. We look forward to continuing to work with you as a valuable partner in this endeavor.

Please find attached the allowable use of funds document, a summary of the Safe Harbour resources and commitments, a listing of important events and deadlines, Safe Harbour program contact information, and the 2018 program report and 2019 program plan template. Please submit the program report, plan, and budget to our office by November 30, 2018 so it may be reviewed in advance of program spending. 2019 claiming instructions will be sent out in a separate mailing.

Thank you again for your continued commitment to developing a county-wide system response to child trafficking and exploitation. If you have any further questions, please contact our office at 518-474-4110 or via e-mail at humantrafficking@ocfs.ny.gov.

Sincerely,

Madeline Hannan, MSW
Anti-Trafficking & Runaway and Homeless Youth Services Coordinator

Att. (5)
CC:
Teresa Fitzpatrick, Director of Services
John Lockwood, OCFS Regional Director
Matt Beck, OCFS Director Vulnerable Populations
Karen Sessions, OCFS Youth Development Specialist
<table>
<thead>
<tr>
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<th>Spent funds have been vouchered (Y/N)</th>
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<td>St. Anne Institute - $40,000 Crime Victims $10,000</td>
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**Total Appropriations:** 86,700.00

### Estimated Revenues

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<th>INCREASE</th>
<th>UNIT COST</th>
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**Total Estimated Revenues:** 86,700.00

**Grand Totals:** 86,700.00
January 3, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to sign and submit a Supervision and Treatment Services for Juvenile Program (STSJP) Transition Period Application and Request for Rollover Waiver to NYS OCFS for the term of October 1, 2018 – September 30, 2019.

Albany County is receiving a funding allocation of $172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization OCFS for Supervision and Treatment Services for Juvenile Program

Date: 1/3/2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
File #: TMP-0561, Version: 1

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
Office of Children and Family Services
52 Washington Street
Rensselaer, NY 12144

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

Amount/Raise Schedule/Fee: $177,722
Scope of Services: Supervision and Treatment Services for Juveniles Program (STSJP)

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03670
Revenue Amount: $177,722
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $286,648

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 62%
County: 38%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) October 1, 2018 - September 30, 2019
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 16-325, 15-264, 15-62, 14-124
Date of Adoption: 8/8/167/13/15, 2/9/15, 4/14/14

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Authorization to Accept Funding from the NYS Office of Children and Family Services and Authorization for Signature and Submission of a Supervision and Treatment Services for Juveniles Program Plan to New York State Office of Children and Family Services

The Department respectfully requests Legislative authorization to receive funding from NYS OCFS and to sign and submit a Supervision and Treatment Services for Juvenile Program Plan (STSJP) to NYS OCFS. The total funding allocation is $172,722 for the term of October 1, 2018 – September 30, 2019.

NYS Supervision and Treatment Services for Juveniles Program (STSJP) provides funding to support local programming to divert youth safely from unnecessary detention and/or placement admissions. It is a key element of New York’s juvenile justice reform efforts. STSJP funding is allocated to each locality by NYS OCFS.

Albany County is receiving a funding allocation of $172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth. The goal of this programming is to prevent out of home placement of youth, maintain them safely in their community, and when placement is needed, to safely expedite the reintegration of such youth back into the community. All counties are required to sign and submit a STSJP plan to include such funded programming. As Albany County anticipated this funding in the development of the 2018 Albany County budget and the 2019 requested budget, such funding is already incorporated into the 2018 Adopted Albany County Budget and 2019 requested budget.

Albany County is well positioned to successfully provide such programming and meet the goals of the STSJP funding, as we are participating in a number of other juvenile justice system reform initiatives including the Juvenile Detention Alternative Initiative and the Regional Youth Justice Team.

The Office of Children and Family Services (OCFS) Division of Juvenile Justice and Opportunities for Youth (DJJOY) has chosen Albany County DCYF as one of six counties that comprise New York State’s first cohort of official Juvenile Detention Alternative Initiative (JDAI) sites. JDAI is a nationally recognized model which strives to further reduce unnecessary and inappropriate placement of youth in secure detention. The initiative accomplishes this goal by bringing together all necessary stakeholders and cooperatively developing and implementing local strategies and alternatives to achieve this goal. In addition, JDAI brings an important and very deliberate focus on reducing racial and ethnic disparities in the juvenile justice system.

NYS has also implemented Regional Youth Justice Teams throughout the state; the goal of which is to improve juvenile justice policies, practices and programming. Albany County is one of nine counties participating in the Capital Region Youth Justice Team. Albany County is able to share the strategies being implemented locally through STSJP funding, as well as JDAI with the other participating counties in the Regional Team, but also statewide.
### Supervision and Treatment Services for Juveniles Program (STSJP)
#### PY 2018—2019 Municipalities Allocation

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<th>Municipality</th>
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<td>ALLEGANY</td>
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<td>BROOME</td>
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<td>CATTARAUGUS</td>
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<td>CAYUGA</td>
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<td>JEFFERSON</td>
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September 28, 2018

Dear County Executive,

The purpose of this letter is to update you on the Supervision and Treatment Services for Juveniles Program (STSJP) for the upcoming program year, and provide information on how to obtain STSJP funding. This letter also provides the State Fiscal Year (SFY) 2018-19 maximum allocations for each municipality for STSJP, and contains information that the New York State Office of Children and Family Services (OCFS) uses to distribute STSJP funds among municipalities.

I. Background

Since its inception in 2011, STSJP has been a key component of Governor Cuomo’s vision to transform New York State’s youth justice system. STSJP funds are used to provide local services intended to divert the following types of youth from placement in detention or residential care: youth who are at risk of becoming, alleged to be, or adjudicated as juvenile delinquents (JDs); youth alleged to be or convicted as juvenile offenders (JOs); youth alleged to be or who have been adjudicated as persons in need of supervision (PINS). As of October 1, 2018, youth who are alleged to be or convicted as adolescent offenders (AOs) youthful offenders (YOs) and youth who are at risk of becoming, alleged to be or adjudicated as a JD as a result of the enacted Raise the Age (RTA) legislation (Part WWW of Chapter 59 of the Laws of 2017) may also be served in STSJP programs.

As set forth in Section 529-b of the Executive Law, any municipality wishing to provide services or expenditures with STSJP funds must first submit an annual STSJP plan for OCFS’ approval. Upon that approval, the municipality may receive 62 percent reimbursement of the cost of the approved services and expenditures, up to the municipality’s allocation cap, which is set through an allocation methodology determined by OCFS. A municipality that wishes to provide additional STSJP services may also choose to shift part of its detention allocation, to be used for STSJP.

II. Summary of the STSJP Process for Program Year 2018-2019

A. Period of Performance
   The STSJP program in SFY 2018-19 is October 1, 2018 to September 30, 2019. OCFS anticipates that the October 1st to September 30th STSJP program year will continue in forthcoming years.

B. Detention Shift
   Please note that municipalities may continue to shift funding from their CY 2018 detention allocations to enhance their STSJP allocations at any time in the program year which will end on September 30, 2019. Any detention funding shifted to STSJP may be used for a 62 percent state reimbursement of eligible STSJP services or expenditures. If a municipality shifts detention funding to enhance STSJP allocation after its 2018-2019 plan has been approved, it must submit a letter on letterhead requesting approval to shift the funds and an explanation of what the additional funding will cover. The municipality must also amend its approved plan to include the enhanced funding amount.
C. Plan Development
STSJP funds services and programs for youth who are: at risk, alleged or adjudicated JDs; alleged or adjudicated to be PINS; and alleged to be or convicted as JOs, AOs or YOs, to divert these youths from detention or residential care. Each municipality applying for STSJP funds must submit an annual plan to OCFS to review and approve. The plan must detail how STSJP funds will be used by the municipality.

D. STSJP Plan Revision - Continuum of Service Domains
During the coming year, OCFS will support municipalities as they expand the STSJP continuum of services to align program categories with key decision points in the youth justice system. This continuum is an outcome-based approach to assigning services to youth and families. These domains will assist in planning of services and help measure their impact. When developing STSJP plans, OCFS encourages municipalities to consider programs that would best meet the needs of the youth involved in their juvenile justice system. Below is a brief summary of the five domains previously explained in an OCFS webinar at http://ocfs.ny.gov/main/jj_reform/webinar.asp.

- **Prevention:** Programs serve youth with no juvenile justice involvement, but have characteristics that place them at risk for juvenile justice contact. These programs utilize prosocial activities that engage at risk youth to prevent juvenile delinquency. Example: Boys and Girls Club, YMCA/YWCA, Mentoring or other Youth Development activities.

- **Early Intervention:** Programs utilize prosocial activities in a targeted strategy to engage youth at risk of being a JD or alleged to be a JD or PINS to prevent further penetration into the juvenile justice system. A youth who is on JD intake or PINS diversion would be a good candidate for this service type.

- **Alternatives to Detention (ATD):** Programs are intended to reduce the reliance on secure and non-secure detention placement for youth charged as PINS or with delinquency. They are pre-dispositional programs that increase supervision in the community to help ensure that youth come back to court and remain crime free until the disposition of their case. The program service period is limited to the court case processing time frames. Examples: specialized community supervision, temporary respite care and electronic monitoring programs.

- **Alternatives to Placement (ATP):** Programs serve adjudicated youth who would otherwise be placed in a residential facility, but can be maintained in the community. Programs should target and address criminogenic risk and needs identified. Example: To provide or facilitate support to youth for mental health disorders, substance abuse programs, or learning disabilities that contribute to detention or placement.

- **Aftercare/Reentry Programming:** Programs that prepare and support youth returning from out of home placement for reentry into the community and programs that reduce length of stay for residential placement. Example: To provide or facilitate support to youth for mental health disorders, substance abuse programs, temporary respite care or learning disabilities that contribute to detention or placement.

III. 2018–2019 State Budget Allocation for STSJP

The SFY 2018-19 budget provides funding for STSJP at $8,376,000 for all participating municipalities to provide direct STSJP services, of which $500,000 of the STSJP allocation will continue to support the coordination and implementation of the eight core principles of the Juvenile Detention Alternative Initiative (JDAI) in six counties (Albany, Erie, Monroe, Nassau, Onondaga and Orange). Attachment A provides a list of each counties’ STSJP allocation for SFY 2018-19.

and $500,000 will continue to fund the six JDAI sites in the state for $83,333 for each. The detention allocation remains at $76,160,000. The STSJP and detention allocation lists are attached to this letter, see Attachment A and B. These lists will also be posted on the OCFS website at http://ocfs.ny.gov/main/jj_reform/.
IV. Waiver Application for rollover of unused STSJP PY 2017-18 Funds to PY 2018-19

Municipalities that have not spent and do not plan to spend all their 2017–2018 STSJP allocation will be able to apply to OCFS for a rollover of the unspent amount, to enhance their 2018-2019 STSJP allocation. The funds would be available for use in the 2018-2019 plan year only. Rollover waivers will only be approved for those municipalities that have claimed through the third quarter and know what their fourth quarter claims will be.

Municipalities that wish to apply for such a waiver should do so by completing the Request for a Rollover Waiver for 2018–2019 STSJP Program Year, see Attachment C. Municipalities should submit any such waiver request to OCFS before developing their 2018–2019 STSJP plans so that they are aware of the total amount of available funds from the 2018–2019 program year. Send the Request for a Rollover Waiver for 2018–2019 STSJP Program Year via email to stsjp@ocfs.ny.gov on or before October 3, 2018 using the words STSJP Request for Waiver for Rollover to 2018–2019 – (Name of Municipality) in the “Subject” field.

V. Submitting the STSJP Plan for Program Year October 1, 2018–September 30, 2019

Below are the instructions for completing the STSJP plan for the upcoming program year.

A. General Requirements

A municipality that wishes to use its STSJP allocation to provide programs and services to prevent the detention and placement of youth must first submit an STSJP annual plan for OCFS approval, as prescribed in Executive Law §529-b. The Chief Executive Officer of a municipality that wishes to participate in STSJP must designate a lead agency for the purposes of planning and administering services provided under the program.

Executive Law section 529-b requires that participating municipalities engage in a collaborative effort in the community to support the successful planning and administration of STSJP funded programs. The STSJP plan that a municipality submits must be developed in cooperation with the local agencies responsible for probation, law enforcement, detention, diversion, and social services, as well as with courts, service providers, schools, and youth development programs.

B. Developing and Submitting the STSJP Annual Plan for Program Year (PY) 2018–2019

OCFS has placed information about STSJP and how to apply for STSJP funding on its website at: http://ocfs.ny.gov/main/1_reform/ There, you can find guidelines and instructions for completing STSJP annual plans, as well as a form, OCFS-2121: Supervision and Treatment Services for Juvenile Program (STSJP) Annual Plan, which is the template for a municipality’s STSJP plan. The template prompts applicants to provide all information required to be in an STSJP plan per Executive Law §529-b. The OCFS 2121 form is enclosed with this letter, see Attachment D.

Once your municipality has determined its PY 2018-2019 spending plan, including any rollover funds from PY 2017-2018, your municipality’s STSJP lead, or the lead’s representative, can begin to enter the appropriate information into the OCFS-2121 form.

Annual plans for the 2018–2019 STSJP program year must be submitted on or before October 15, 2018. Municipalities must submit STSJP plans to the STSJP mailbox at stsjp@ocfs.ny.gov, using the phrase “PY 2018–19 STSJP Plan – (Name of municipality)” in the “Subject” line. OCFS will provide technical assistance for developing the STSJP plan to all municipalities. OCFS employees have been assigned regionally and are available to support plan creation and also answer questions municipalities may have. See Attachment E for the regional assignments of Technical Advisors (TA). OCFS TAs will review STSJP plans submitted regionally and each TA will contact the STSJP lead representative from your municipality if any additional information or clarifications are needed. If OCFS does not approve a plan, the municipality will have opportunity to amend it. When the STSJP annual plan is approved, OCFS will send a letter to the municipality, and will post the plan on OCFS website.
VI. STSJP Plan submissions and Raise the Age

Effective October 1, 2018, Raise the Age legislation expands STSJP programming eligibility to the following categories of youth in New York State:

- Alleged or convicted AOs
- Alleged or convicted YOs

OCFS encourages municipalities to consider this target population expansion and its impact in current programming. Per the Raise the Age legislation, PINS detention and foster care placements will no longer be reimbursed by New York State after January 1, 2020. It is therefore important that municipalities assess their overall juvenile justice needs to effectively plan for the new changes. Listed below is suggested guidance for how your municipality should approach completing your 2018-19 STSJP plan: in relation to RTA

- As with other expenditures attendant to RTA, local governments looking to create new or expand existing STSJP programs to serve RTA youth should include any new anticipated STSJP costs in the localities Raise the Age plan, and denote such as STSJP-RTA. Such requests shall be reviewed in the context of the entirety of the localities plan and on a case-by-case basis to determine if they are eligible for 100% state reimbursement. NOTE: We are using STSJP-RTA as a distinction from current or typical STSJP funds as the STSJP-RTA will not be claimed against a county's STSJP allocation.
- Additionally, local governments that are seeking to create new or expand upon existing STSJP programs to serve RTA youth should include such provisions in their required annual STSJP plans, in the area noted for STSJP-RTA.

VII. Contacts

All questions related to STSJP (technical issues, program requirements, waivers, rollovers and transition extensions) must be sent via email to the STSJP mailbox at stejp@ocfs.ny.gov. Municipalities' STSJP leads may also contact their OCFS regional technical assistance person, as well as, John E. Johnson at (518) 486-4665.

OCFS looks forward to your municipality's participation in STSJP this year. We feel confident that the appropriation changes enacted will make it easier for municipalities to plan for and implement programs that can benefit youth and local communities. We stand ready to assist you in your efforts.

Sincerely,

[Signature]

Ihes M. Nieves, Deputy Commissioner
Division of Juvenile Justice and Opportunities for Youth
Office of Children and Family Services

cc: Joseph Mancini, OCFS Associate Commissioner
Nina Aledort, OCFS Associate Commissioner
Derek Holtzclaw, OCFS Deputy Commissioner
Matthew Carpenter, Director of Bureau of Community Services
John E. Johnson, Assistant Director of Bureau of Community Services
OCFS Regional CMSO Supervisors/Area Manager
OCFS CWCS Regional Office Directors
County STSJP Leads
SUPERVISION AND TREATMENT SERVICES FOR JUVENILE PROGRAM (STSJP) 
ANNUAL PLAN

FOR PROGRAM YEAR OCTOBER 1, 2018 - SEPTEMBER 30, 2019

STSJP Plans are due to the Office of Children and Family Services (OCFS) by 10 / 15 / 2018

Plans should be submitted to: stsip@ocfs.ny.gov

Please be sure that the title “Supervision and Treatment Services for Juveniles Plan - 2018 - 2019 Annual plan” and your municipality’s name are in the subject field to facilitate the timely review of your STSJP Plan.

Note: Program Year (PY) refers to the performance period for STSJP funded programs.

Please direct any STSJP plan questions to:
John E. Johnson, Ph. 518-486-4665

<table>
<thead>
<tr>
<th>MUNICIPALITY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF APPLICANT COUNTY, COUNTIES OR JURISDICTION:</td>
</tr>
<tr>
<td>LEAD AGENCY FOR STSJP SUBMISSION:</td>
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<tr>
<td>NAME OF CONTACT PERSON:</td>
</tr>
<tr>
<td>CONTACT PERSON'S PHONE NUMBER:</td>
</tr>
<tr>
<td>CONTACT PERSON'S EMAIL ADDRESS:</td>
</tr>
</tbody>
</table>

Plan Submission Instructions

Instructions for submitting an STSJP plan for OCFS review.

a. Once you have opened this form on your computer, please immediately use the “Save As” function in Microsoft Word to save a copy;

b. Save your application using the following name “PY 2018 - 2019 STSJP Plan – (Name of municipality)”;

c. Work from the “saved” application document, using it to record all of your municipality’s information;

d. Once you have completed entering the required data, save the document;

e. Prior to submission, review calculation in section eight for accuracy. Complete the “Approval and Certification” section before submission to OCFS;

Send the completed application to OCFS via the STSJP email address at: stsip@ocfs.ny.gov

SECTION ONE - List of programs to be funded

In this section, list the exact name of each program and Indirect Service that will be funded with STSJP funds, along with the projected amount of Program Expense, State Share and County Share to be used for each. (Program List and Detail Sheet must match)

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Total Program Expense (100 percent)</th>
<th>State Share (82 percent)</th>
<th>County Share (39 percent)</th>
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<td>$6,820</td>
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<td>$17,817.06</td>
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<td>STSJP Program 12</td>
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<td><strong>TOTAL</strong></td>
<td>$570,893(570,022.58)</td>
<td>$353,953.66(353,414)</td>
<td>$216,939.34(216,608.58)</td>
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</table>

**SECTION TWO - Overall analysis of communities**

Discuss and identify the neighborhoods or communities by zip codes or areas from which the highest number of youth offenders (YO), adolescent offenders (AO), and persons in need of supervision (PINS) enter the juvenile justice system and the factors that may be contributing to this.
(500 words or less) Per 2016 data provided by NYS DCJS, the Albany County youth population is: 63% White, 19% Black, 9% Hispanic and 9% Asian. While the NYS Division for Criminal Justice Services (DCJS) Uniform Crime Incident Based Reporting System shows there was a decrease in the number of Juvenile Arrests/Criminal Activity in the City of Albany (from 119 in 2015 to 96 in 2017- a decrease of 19%), the City of Albany, specifically the 12206 zip code, still accounts for most of the penetration into the juvenile justice system. Contributing factors include poor/lower socio-economic neighborhoods, sub-standard housing, lack of livable wage employment, lack of vocational/apprenticeship programs and services, weakened family structures, heightened gang activity, and a juvenile justice system that has historically had a differential response to youth of color.

Albany County believes that by continuing to fund the ATD programs under this plan (Family Assessment Intervention and Probation Officers at the Juvenile Reporting & Family Centers), as well as the Early Intervention JCB program, that there will be continued reduction in low and moderate risk level youth being admitted to detention during the 2018-2019 PY. These reductions will also be enhanced by the incentives for youth and families at the diversion level for Graduated Responses by Probation Officers to avoid further penetration to the juvenile justice system for at risk JD and/or alleged JD or PINS youth. Additionally, Albany will continue to focus on Racial and Ethnic Disparities (RED), to bring continued awareness and education to the disproportionalities and disparities in the juvenile justice system as it pertains to youth of color and continue to work on identifying strategies to address such.

Additionally, under STSJP-RTA, Albany County will expand the Juvenile Reporting Centers and the JCB programs to serve RTA youth. It is felt that those youth adjusted to Probation as well those transferred to family court can benefit from these programs and services, thereby reducing the potential of low and moderate risk level youth being admitted to detention during the 2018-2019 PY.

SECTION THREE – Overall analysis of disparity

Please provide information indicating whether the use of detention or residential placement in your service area exhibits disparate outcomes for one racial/ethnic group as compared to outcomes for another racial/ethnic group.
(250 words or less) Per NYS Office of Children and Family Services (OCFS) 2017 data, there were 120 Juvenile Delinquent (JD) admissions to detention and 94 Persons in Need of Supervision (PINS) detention admissions, for a total of 214. While the recent 2017 Albany County Juvenile Justice Profile data reflects that we have made some progress, disproportionality still exists at a high rate for black and Hispanic youth in the juvenile justice system. For Black youth (JD), at detention admissions (63%), JD findings (67%), and placement admissions (69%), which is triple their representation in the population census. For Hispanic youth, there is a marked disproportionality in post-disposition supplemental actions (23%) and probation violations (25%), which is two and a half times their representation in the general population.

Per the NYS OCFS 2017 PINS data, similarly there has been progress made in reductions of black and Hispanic youth for PINS admission. In 2017, black youth accounted for 60% of admissions versus 67% in 2016. Hispanic youth accounted for 19% of admission in 2017, which represents a percentage change of -25% from 2016.

If such disparity exists, describe how the service/program addresses issues described above.
(250 words or less) All of the STSJP programs target youth from the City of Albany primarily and these are the youth who tend to be entering detention and placement disproportionately. Some of these programs also utilize staff who come from the communities and racial/ethnic backgrounds of the youth served. Through JDAP, Albany County is also specifically attempting to engage the zip code of 12206 and believes with such success, there will be a positive impact on the RED issues throughout the Albany County juvenile justice system. Probation is also implementing a graduated response grid in an attempt to reduce any racial/ethnic disparities related to such decision making regarding youth, and the training we are also planning is hoped to reduce any biases which may be contributing to RED issues. Of interest is that per the 2010 Census data, of youth 10yrs to 14yrs in the City of Albany, approximately 52% were black and 19% white. This racial breakdown is quite different from the overall County racial and ethnic population. Racial and Ethnic Disparities still exist at each point of the juvenile justice system and all stakeholders are committed to addressing such through collaborative data-driven decision-making as well as programming.

SECTION FOUR – Performance outcomes

For current program year, provide the projected performance outcomes for all of your proposed services and programs,
being sure to include: An estimate of the anticipated reductions in detention utilization and residential placements.

(250 word or less) Juvenile Accountability Board--40 youth will be served, diverting 75% of such youth from Family Court and 95% from re-offending.
Juvenile Reporting & Family Centers--Probation Officers (girls and boys) ATF--55 youth in total will be served by 2 Probation Officers; during the pendency of their case 95% of youth will return to Court for all appearances, 80% will not commit a further offense, and 90% will not enter detention or placement.
Juvenile Reporting & Family Centers--Probation Officers (girls and boys) ATP--55 youth in total will be served by 2 Probation Officers; while engaged in these ATP programs, 80% of youth will not commit a further offense, and 90% will not enter detention or placement while in the program.
Family Assessment Intervention Services--45 youth will be served; during the pendency of their case, 100% of youth will return for all Court appearances, 90% will not recidivate, and 90% will not enter detention.
Reintegration Services--85% of youth from the City of Albany referred will be engaged within 24 business hours, 90% of youth will not recidivate, enter detention and/or re-enter placement within 6 months of discharge, and 90% of youth will not re-enter placement within 1 year of discharge.

SECTION FIVE—Collaboration
As per STSJP legislation, collaboration is required please describe your municipality’s activities in developing this year’s STSJP plan in collaboration with local agencies responsible for probation, law enforcement, detention, diversion, and social services, as well as, with courts, service provider, schools, and youth development programs.

(250 words or less) The partners of our local Juvenile Justice Steering Committee have participated in the development of this plan. This local collaborative has also reviewed data over the course of the past few years and are are well aware of the challenges and strengths of the local juvenile justice service plan. The Steering Committee stakeholders include—community members, community service providers, the County Attorney office, the District Attorney Office, Detention providers, Social Services, Probation Department, Department for Children, Youth and Families, Crime Victim and Sexual Violence Center, Attorneys for the Children, Family Court Judges, Law Enforcement, Peer Advocates, Youth Bureau, Center for Human Services Research, JDAI Coordinator, mental health providers, and substance abuse providers. Collaboration has also occurred at the JDAI Council and the Child and Family Services Review Team planning at the local level, individually with Probation, and also at the Regional level at the Regional Youth Justice Team.

SECTION SIX—Cooperative applications submitted jointly by two or more counties
(Complete this section only if this is a joint application)
Two or more eligible local jurisdictions (counties) may join together to establish, operate, and maintain supervision and treatment services for juveniles’ programs and may make and perform agreements in connection therewith. Counties submitting such applications must provide the following information:
Describe the provisions for the proportionate cost to be borne by each county:
Describe the manner of employment of personnel across and between counties in the cooperative:
Identify whether a single fiscal officer shall be the custodian of the funds made available for STSJP:

PLEASE DO NOT INCLUDE ANY RTA PROGRAM FUNDING IN SECTION SEVEN (section directly below)

SECTION SEVEN—Plan amounts

Expenses

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Total Program expenses</td>
<td>$ 570,893 (570,022.58)</td>
</tr>
<tr>
<td>2. State reimbursement (Program expenses*.62)</td>
<td>$ 353,953.66 (353,414)</td>
</tr>
<tr>
<td>3. State share amount (Program expenses*.38)</td>
<td>$ 216,639.34 (216,608.58)</td>
</tr>
</tbody>
</table>

Add in Reimbursements for the plan (fill out all that are applicable)

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<thead>
<tr>
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<tbody>
<tr>
<td>4. STSJP allocation</td>
<td>$ 172,722</td>
</tr>
<tr>
<td>5. STSJP approved</td>
<td>$ 172,722</td>
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<tr>
<td></td>
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<tr>
<td>6. JDAI allocation</td>
<td>$83,333</td>
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<tr>
<td>7. JDAI approved</td>
<td>$83,333</td>
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<tr>
<td>8. Detention approved amount shifted to STSJJP</td>
<td>$97,359</td>
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<tr>
<td>9. PY rollover approved</td>
<td>$</td>
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<tr>
<td>10. Total approved amounts for state reimbursement</td>
<td>$353,953.66 (353414)</td>
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<tr>
<td>11. Total amount of approved STSJJP-RTA 100% state reimbursement</td>
<td>$451,094</td>
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</table>

**Program detail inserts**

List the name of each service and program who you expect will received STSJJP funds, along with the projected amount of STSJJP funds to be used for each. As a Guide to providing the information needed to properly review your plan, please provide programmatic information in the format listed below; Provide the Name of the Provider of the Service/Program. Please note there are now 6 types of programming to choose from.

<table>
<thead>
<tr>
<th>Program one name:</th>
<th>Juvenile Community Accountability Board (JCAB)</th>
<th>Type of program: Early Intervention</th>
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</thead>
<tbody>
<tr>
<td>Program operating agency:</td>
<td>Albany County Probation</td>
<td></td>
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<tr>
<td>Program mailing address</td>
<td>60 South Pearl St.</td>
<td></td>
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<tr>
<td>Address line 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Albany</td>
<td>State NY</td>
</tr>
</tbody>
</table>

**Contact person for program Colleen Breslin**

Title Deputy Director

Phone number (518) 487-5200 Ext.

Email Colleen.Breslin@albanycountyny.gov

**Program service detailed information**

The amount of STSJJP funds that your jurisdiction will devote to the services from this program? $11,000

1. Please indicate the specific zip codes this program will target? 
   Zip Codes 12206, 12047, 12205, 12189, 12210, 12202, 12207, 12204, 12209, 12208, 12189, 12054, 12084, 12158

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JCAB is a program that seeks to divert moderate and even high risk juveniles accused of an act of delinquency from Family Court, hence avoiding possible detention, adjudication and possible placement. The JCAB is based on a restorative justice model which allows for successful resolution of the case, avoiding further entry into the juvenile justice system. The volunteer Board provides support to the youth, who has 60-90 days to complete the agreed upon contract.

3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 40

**If the program received STSJJP funds in the previous program year 2017 - 2018, answer the questions below.**

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) For PY 20187-18, 86% of youth that participated in JCAB successfully completed, exceeding the 75% trageted diversion rate.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 word or less) As of 9/30/18, 17 youth participated in the JCAB, which is below the targeted 40. Additionally, 88% did not re-offend, which is below the target of 95%. Over the past PY, there has been transition in the staffing for the JCAB program, which seems to have impacted overall performance outcomes and targets. It is anticipated that performance targets and outcomes will be met going forward.
8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 84

9. Total amount of youth were served by this program during the previous STSJJP PY? (4 Characters) 27

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

<table>
<thead>
<tr>
<th>Program two name:</th>
<th>Juvenile Reporting &amp; Family Center Girls--Probation Officer (ATD)</th>
<th>Type of program:</th>
<th>ATD</th>
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<table>
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<tr>
<th>Program operating agency:</th>
<th>Albany County Probation</th>
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</table>

<table>
<thead>
<tr>
<th>Program mailing address</th>
<th>60 South Pearl St.</th>
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<tr>
<th>Zip code</th>
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<table>
<thead>
<tr>
<th>Contact person for program Colleen Breslin</th>
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</table>

<table>
<thead>
<tr>
<th>Title Deputy Director</th>
<th>Phone number (518) 487-5200</th>
<th>Ext.</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Email</th>
<th><a href="mailto:Colleen.Breslin@albanycountyny.gov">Colleen.Breslin@albanycountyny.gov</a></th>
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</table>

<table>
<thead>
<tr>
<th>Program service detailed information</th>
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The amount of STSJJP funds that your jurisdiction will devote to the services from this program? $ 46,887

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-girls program is an evening reporting center model, which is utilized as an alternative to detention. Enhanced community supervision for this ATD is provided by a Probation Officer who will work closely with this ATD program run by St. Anne Institute. Regular contact is coordinated with the program, family and youth to ensure the youth attends all Court appearances and does not commit an offense during the pendency of the case.

3. Does your municipality plan to replicate program across multiple locations? (☑ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 25

If the program received STSJJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer #6. If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) Thirty-one (31) youth were served during the 2107-18 PY. In combination with the number served in the girls ATP (36), the target of 55 is met. 94% did not commit a further offense, which exceeded the goal of 80%.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 90% of youth attended all of their Court appearances during the pendency of the case, which did not reach the goal of 95%. 80% of youth did not enter detention or placement, which did not meet the goal of 90%. PINS-runaway continue to be a primary driver of detention reselections. The ATD program and Probation continue to work with the youth and family to identify alternative safe places for the youth to go should they feel the need to leave their home.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 44

9. Total amount of youth were served by this program during the previous STSJJP PY? (4 Characters) 18

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

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<thead>
<tr>
<th>Program three name:</th>
<th>Juvenile Reporting &amp; Family Center Girls--Probation Officer (ATP)</th>
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</table>

The amount of STSJJP funds that your jurisdiction will devote to the services from this program? $ 46,887

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-girls program is an evening reporting center model, which is utilized as an alternative to detention. Enhanced community supervision for this ATD is provided by a Probation Officer who will work closely with this ATD program run by St. Anne Institute. Regular contact is coordinated with the program, family and youth to ensure the youth attends all Court appearances and does not commit an offense during the pendency of the case.

3. Does your municipality plan to replicate program across multiple locations? (☑ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 25

If the program received STSJJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer #6. If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) Thirty-one (31) youth were served during the 2107-18 PY. In combination with the number served in the girls ATP (36), the target of 55 is met. 94% did not commit a further offense, which exceeded the goal of 80%.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 90% of youth attended all of their Court appearances during the pendency of the case, which did not reach the goal of 95%. 80% of youth did not enter detention or placement, which did not meet the goal of 90%. PINS-runaway continue to be a primary driver of detention reselections. The ATD program and Probation continue to work with the youth and family to identify alternative safe places for the youth to go should they feel the need to leave their home.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 44

9. Total amount of youth were served by this program during the previous STSJJP PY? (4 Characters) 18

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0
**Program Service Detailed Information**

The amount of STSJP funds that your jurisdiction will devote to the services from this program? **$ 46,887**

1. Please indicate the specific zip codes this program will target? Zip Codes: 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-girls program is an evening reporting center model, which is utilized as an alternative to placement. Enhanced community supervision for this ATP is provided by a Probation Officer who will work closely with this ATP program run by St. Anne Institute. Regular contact is coordinated with the program, family and youth to ensure the youth does not commit a juvenile offense and is not remanded to detention or placement during the service period.

3. Does your municipality plan to replicate program across multiple locations? (☑ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 25

**If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.**

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☑ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) Thirty-six (36) girls were served during the 2017-18 PY, which in conjunction with the those served in the ATD program, the goal of 55 was met. 97% returned to court for all appearances, which exceeded goal of 95%. 88% were not re-arrested, which exceeded the goal of 80%.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 88% were not detained or placed, just shy of the goal of 90%. The ATP program and Probation continue to work with the youth and family to identify alternative safe places for the youth to go should they feel the need to leave their home, as runaway behaviors drive the majority of remands to detention.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 56

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) 41

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

**Program Four Name:** Juvenile Reporting & Family Center Boys--Probation Officer (ATD)

**Type of Program:** ATD

**Program Operating Agency:** Albany County Probation

**Program Mailing Address:**
60 South Pearl St.

**Address Line 2**

City Albany
State NY
Zip Code 12207

**Contact Person for Program Colleen Breslin**

Title Deputy Director
Phone Number (518) 487-5200

**Email:** Colleen.Breslin@albanycountyny.gov
The amount of STSJP funds that your jurisdiction will devote to the services from this program? $48,784

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-boys program is an evening reporting center model, which is utilized as an alternative to detention. Enhanced community supervision for this ATD is provided by a Probation Officer who will work closely with this ATD program run by LaSalle School. Regular contact is coordinated with the program, family and youth to ensure the youth attends all Court appearances and does not commit an offense during the pendency of the case.

3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 30

If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer # 6, if no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) 35 boys were served during PY 2017-18, which met the projected number for the ATD program. 97% were not re-arrested, which exceeded the goal of 80%.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 91% appeared for all returned to court for all appearances, short of the goal of 95%. 80% were detained, below the goal of 90%. Reasons for detention included runaway behaviors and re-arrests. The ATD program and Probation continue to work with the youth and family to identify alternative safe places for the youth to go should they feel the need to leave their home.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 47

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) 27

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

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<th>Program operating agency:</th>
<th>Albany County Probation</th>
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Program mailing address
60 South Pearl St.

Address line 2

City Albany | State NY | Zip code 12207

Contact person for program Colleen Breslin

Title Deputy Director
Phone number (518) 487-5200
Ext.

Email Colleen.Breslin@albanycountyny.gov

Program service detailed information

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $48,784

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-boys program is an evening reporting center model, which is utilized as an alternative to placement. Enhanced community supervision for this ATP is provided by a Probation Officer who will work closely with this ATP program run by LaSalle School. Regular contact is coordinated with the program, family and youth to ensure the youth does not commit a juvenile offense and is not remanded to detention or placement during the service period.
3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☒ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 30

If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☒ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) 100% were not remanded to detention or placement while in the program and 92% of youth did not commit another offense while engaged in the ATP service.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 13 youth were served in the ATP program for PY 2018-17. In conjunction with the numbers serve in the ATD program (35), the overall goal of 55 boys served was not met.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 63

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) 32

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

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<th>Ian Spencer</th>
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<tr>
<th>Title</th>
<th>Director</th>
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<table>
<thead>
<tr>
<th>Phone number</th>
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<tr>
<th>Email</th>
<th><a href="mailto:Spencer@LaSalle-school.org">Spencer@LaSalle-school.org</a></th>
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Program service detailed information

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $ 134,143

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The FAIS program is located at the front door of Family Court and rapidly engages youth being petitioned to Court in an attempt to divert these youth safely from detention and further system involvement. Strengths and needs of the youth are identified, including natural resources and supports, and if a community safety plan is accepted by the Judge, an ATD monitor ensures the youth attends all court appearances and does not commit another offense during the pendency of the case.

3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☒ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 45

If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☒ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) 59 youth were served, which exceeded the projected number of 45. 100% of youth did not commit another offense during the pendency of their case and 80% of youth were connected to at least one community support during the pendency of their case.

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) 80% of youth were not
admitted to detention or placement during their engagement with this ATD service, which did not meet the target of 90%.

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) 12

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) 18

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

Program seven name: Reintegration Services  
Type of program: After Care/Reentry

Program operating agency: Youth L.I.F.E Support Network, Inc.

Program mailing address
PO Box 5785
Address line 2

City Albany  
State NY  
Zip code 12205

Contact person for program Jamel Muhammad
Title President  
Phone number (518) 280-7584  
Ext

Email j.muhammad@ylsninc.org

Program service detailed information
The amount of STSJP funds that your jurisdiction will devote to the services from this program?  $ 100,000

1. Please indicate the specific zip codes this program will target? Zip Codes

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The Reintegration Services program is a direct intervention consistent with the Risk-Need-Responsivity Framework and the Reintegration Continuum model, available to Albany County youth, primarily from the City of Albany, who are adjudicated as a JD or PINS and are placed in the custody of ACDCYF or NYS OCFS. The service will rapidly engage the youth within 24 hours of placement with the sole purpose of reintegrating the youth.

3. Does your municipality plan to replicate program across multiple locations? (☒ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 22

If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☒ yes or ☐ no) If yes, answer #6, if no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less) Currently, there are 19 youth that have been served during the 2017-18 PY. As the program did not begin until January 2018, in making the adjustment of a time month frame, the taget is considered to be met. The target of 85% of youth engaged within 48 hours was met. With ongoing communication between the Department and the placement agencies that needed to be addressed to facilitate the cointavty between YLSN and the youth, YLSN has been proactive in reaching out to make t

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) N/A

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0

Program eight name: Juvenile Detention Alternative Initiative (JDAl)
Type of program: IDAI

Program operating agency: Albany County Department for Children, Youth, and Families

Program mailing address
112 State St. Room 300
<table>
<thead>
<tr>
<th>Program service detailed information</th>
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<tbody>
<tr>
<td>The amount of STSJP funds that your jurisdiction will devote to the services from this program? $134,408</td>
</tr>
<tr>
<td>1. Please indicate the specific zip codes this program will target? Zip Codes Albany county- primarily the City of Albany</td>
</tr>
<tr>
<td>2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) In Albany County, the JDAI funding is used to fund 2 part time JDAI Coordinators—one an Albany County employee and the other contracted through the Center for Human Services Research at SUNY Albany. Both Coordinators work to facilitate the JDAI core strategies in Albany County through partnerships with interdisciplinary stakeholders and the community, utilizing data to drive decisions and improve juvenile justice practices in Albany County.</td>
</tr>
<tr>
<td>3. Does your municipality plan to replicate program across multiple locations? (☒ yes or ☐ no)</td>
</tr>
<tr>
<td>4. What is the projected number of youth who will receive service from this program? (4-character number) N/A</td>
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If the program received STSJP funds in the previous program year 2017 - 2018, answer the questions below.

| 5. Did projected performance outcome meet expected outcomes? (☒ yes or ☐ no) If yes, answer # 6, If no, skip to #7. |
| 6. What projected outcomes were met and how were they met? (100 word or less) JDAI was focused on the Family Guide to Secured Detention, which a draft copy is under review for finalization and printing; the finalization of the ATD continuum and dashboard to regularly track and review ATD data; the development of an overall data dashboard to consistently track and review data for driving decisions; community engagement, including surveys and feedback for 12206; and focus on reducing RED. |
| 7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less) |
| 8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) N/A |
| 9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) N/A |
| 10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) $0 |
3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number)

If the program received STSJP funds in the previous program year 20__-20__, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer #6, if no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less)

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters)

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters)

---

**Program name:** STSJP-RTA- Family and Youth Incentives

**Type of program:**

**Program operating agency:** Albany County Probation

Program mailing address
60 South Pearl Street

Address line 2

City Albany State NY Zip code 12207

Contact person for program Colleen Breslin

Title Deputy Director Phone number (518) 487-5200 Ext.

Email Colleen.Breslin@albanycounty.ny.gov

**Program service detailed information**

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $3,000

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) It is anticipated that these incentives will be utilized primarily at Albany County Probation Department to support the use of a Graduated Response Grid to reinforce positive youth behavior, and also to provide families and youth with stipends for participation in group meetings, focus groups, etc., and other assistance to successfully support the youth from further penetration of the juvenile justice system.

3. Does your municipality plan to replicate program across multiple locations? (☐ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 25

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**Program name:** STSJP-RTA- Juvenile Reporting & Family Center Boys--Probation Officer (ATD)

**Type of program:**

---
Program operating agency: Albany County Probation

Program mailing address
60 South Pearl St.

Address line 2

City Albany          State NY          Zip code 12207

Contact person for program Colleen Breslin

Title Deputy Director          Phone number (518) 487-5200          Ext.

Email

Program service detailed information

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $ 93,680.50

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-boys program is an evening reporting center model, which is utilized as an alternative to detention. Enhanced community supervision for this ATD is provided by a Probation Officer who will work closely with this ATD program run by LaSalle School. Regular contact is coordinated with the program, family and youth to ensure the youth attends all Court appearances and does not commit an offense during the pendency of the case.

3. Does your municipality plan to replicate program across multiple locations? (☒ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 15

If the program received STSJP funds in the previous program year 20 20 , answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer # 6, if no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less)

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters)

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters)

Program name: STSJP-RTA- Juvenile Reporting & Family Center Boys--Probation Officer (ATP)

Program operating agency:

Program mailing address
60 South Pearl St.

Address line 2

City Albany          State NY          Zip code 12207

Contact person for program Colleen Breslin

Title Deputy Director          Phone number (518) 487-5200          Ext.

Email Colleen.Breslin@albanycountyny.gov

Program service detailed information

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $ 93,680.50

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203,
2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-boys program is an evening reporting center model, which is utilized as an alternative to placement. Enhanced community supervision for this ATP is provided by a Probation Officer who will work closely with this ATP program run by LaSalle School. Regular contact is coordinated with the program, family and youth to ensure the youth does not commit a juvenile offense and is not remanded to detention or placement during the service period.

3. Does your municipality plan to replicate program across multiple locations? (☒ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 15

If the program received STSJP funds in the previous program year 20 - 20 , answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less)

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters)

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters)

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<th>Type of program: STSJP-RTA</th>
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<td>Contact person for program</td>
<td>Colleen Breslin</td>
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<tr>
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<td>Deputy Director</td>
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**Program service detailed information**

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $ 93,680.50

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-girls program is an evening reporting center model, which is utilized as an alternative to placement. Enhanced community supervision for this ATP is provided by aProbation Officer who will work closely with this ATP program run by St. Anne Institute. Regular contact is coordinated with the program, family and youth to ensure the youth does not commit a juvenile offense and is not remanded to detention or placement during the service period.

3. Does your municipality plan to replicate program across multiple locations? (☒ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 35

If the program received STSJP funds in the previous program year 20 - 20 , answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer # 6, If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less)

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)
9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters)

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters)

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<td>Contact person for program</td>
<td>Colleen Breslin</td>
<td>Title Deputy Director</td>
<td>Phone number (518) 487-5200</td>
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Program service detailed information

The amount of STSJP funds that your jurisdiction will devote to the services from this program? $ 93,680.50

1. Please indicate the specific zip codes this program will target? Zip Codes 12206, 12202, 12210, 12208, 12203, 12207, 12205, 12047, 12189

2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JRFC-girls program is an evening reporting center model, which is utilized as an alternative to detention. Enhanced community supervision for this ATD is provided by a Probation Officer who will work closely with this ATD program run by St. Anne Institute. Regular contact is coordinated with the program, family and youth to ensure the youth attends all Court appearances and does not commit an offense during the pendency of the case. This model will be effective for RTA youth.

3. Does your municipality plan to replicate program across multiple locations? (☑ yes or ☐ no)

4. What is the projected number of youth who will receive service from this program? (4-character number) 15

If the program received STSJP funds in the previous program year 20___-20___, answer the questions below.

5. Did projected performance outcome meet expected outcomes? (☐ yes or ☐ no) If yes, answer #6. If no, skip to #7.

6. What projected outcomes were met and how were they met? (100 word or less)

7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? (100 words or less)

8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days)

9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters)

10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters)

<table>
<thead>
<tr>
<th>STSJP/RTA Program name:</th>
<th>Juvenile Community Accountability Board (J CAB)</th>
<th>Type of program:</th>
<th>STSJP-RTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program operating agency:</td>
<td>Albany County Probation</td>
<td>Program mailing address</td>
<td>60 South Pearl St.</td>
</tr>
<tr>
<td>Address line 2</td>
<td>City Albany</td>
<td>State NY</td>
<td>Zip code 12207</td>
</tr>
<tr>
<td>Contact person for program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title Deputy Director</td>
<td>Phone number (518) 487-5200</td>
<td>Ext.</td>
<td></td>
</tr>
</tbody>
</table>
Email Colleen.Breslin@albanycounty.ny.gov

**Program service detailed information**

<table>
<thead>
<tr>
<th>The amount of STSJP funds that your jurisdiction will devote to the services from this program?</th>
<th>$73,372</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please indicate the specific zip codes this program will target?</td>
<td>Zip Codes 12206, 12047, 12205, 12189, 12210, 12202, 12207, 12204, 12209, 12208, 12189, 12054, 12084, 12158</td>
</tr>
<tr>
<td>2. How will the program be utilized to serve targeted youth in your municipality? (100 words or less) The JCAB is a program that seeks to divert moderate and even high risk juveniles accused of an act of delinquency from Family Court, hence avoiding possible detention, adjudication and possible placement. The JCAB is based on a restorative justice model which allows for successful resolution of the case, avoiding further entry into the juvenile justice system. The volunteer Board provides support to the youth, who has 60-90 days to complete the agreed upon contract.</td>
<td></td>
</tr>
<tr>
<td>3. Does your municipality plan to replicate program across multiple locations?</td>
<td>(☑ yes or ☐ no)</td>
</tr>
<tr>
<td>4. What is the projected number of youth who will receive service from this program? (4-character number)</td>
<td>15</td>
</tr>
</tbody>
</table>

**If the program received STSJP funds in the previous program year 2017-2018, answer the questions below.**

| 5. Did projected performance outcome meet expected outcomes? | (☐ yes or ☑ no) If yes, answer # 6, if no, skip to #7. |
| 6. What projected outcomes were met and how were they met? | (100 word or less) |
| 7. What performance outcomes were not met? What were the barriers to accomplishing the desired outcomes? What changes have been made to achieve desired outcomes this program year? | (100 words or less) |
| 8. What was the Average Length of Stay (ALOS) for youth in this program? (Calculate by days) |
| 9. Total amount of youth were served by this program during the previous STSJP PY? (4 Characters) |
| 10. What amount of rollover funds in the prior program year will be spent on this program? (8 Characters) |

---

**SECTION EIGHT - Plan Approval**

**Approval of the Chief Executive Officer**

As STSJP Lead for __________ municipality, I certify that the CEO

Daniel P. McCoy has reviewed and approved the 2018 - 2019 STSJP plan.

Date: 11 / 09 / 2018

STSJP Lead User ID 018514

STSJP Lead printed name: Gail Geohagen-Pratt

**Approval of the OCFS STSJP Program Lead**

As OCFS STSJP reviewer, I certify that I approve of this STSJP plan for __________ municipality, for 2018 - 2019.

Date: 12 / 7 / 18

User ID: kk4387

Printed name: Vera F Vieira
January 3, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to renew a contractual agreement with SUNY Albany School of Social Welfare - Center for Human Services Research for $51,038 as part of the continuation of the Juvenile Detention Alternatives Initiative (JDAI). The term of this contract is January 1, 2019 – September 30, 2019 with a county share of 38%.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Maurello, Minority Leader
    Kevin Cannizzare, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with The Research Foundation, SUNY Albany for JDAI

Date: 1/4/2019
Submitted By: Scott Mcnells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Attending Meeting: Gail Geohagen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
The Research Foundation for the State University of New York
University at Albany
Richardson Hall
135 Western Ave
Albany, NY 12203

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

Amount/Raise Schedule/Fee: $51,038
Scope of Services: Implementation of a Juvenile Detention Alternative Initiative (JDAI) site.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6071 03670Click or tap here to enter text.
Revenue Amount: $31644

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $51,038

Source of Funding - (Percentages)
  Federal:  Click or tap here to enter text.
  State:    62%
  County:   38%
  Local:    Click or tap here to enter text.

Term
Term: (Start and end date) January 1, 2019 - September 30, 2019
Length of Contract: 9 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 17-395, 16-425, 16-324, 15-266, 14-124
Date of Adoption: 10/10/17, 10/16/16, 8/8/16, 7/13/15, 4/14/14

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Contract Renewal Authorization with The Research Foundation for the State University of New York, University at Albany

The Department respectfully requests Legislative authorization for contract renewal with The Research Foundation for the State University of New York, University at Albany for the period of January 1, 2019 through September 30, 2019 in the amount of $51,038.

The Office of Children and Family Services (OCFS) Division of Juvenile Justice and Opportunities for Youth (DJJOY) chose Albany County DCYF as one among six counties in 2014 to comprise New York State's (NYS) first cohort of official Juvenile Detention Alternative Initiative (JDAI) sites.

In exchange for the County's commitment to implement JDAI's eight core strategies, Albany County has again received an increase to the county's STSJP allocation for the 2018-19 fiscal year. These funds are intended for the expressed purpose of supporting a "JDAI Coordinator" position to help organize and execute the work of local stakeholders in further pursuing the eight core strategies of JDAI in your site.

Albany County DCYF will continue to utilize the JDAI Coordinator funding in a diverse manner to obtain the best possible outcomes for the Department and its services. Therefore, the Department will renew a contract with The Research Foundation for the State University of New York, University at Albany for $51,038 to have a juvenile justice research assistant 37% of the time working with the Department, as well as the County Attorney's Office and the Probation Department, to assess all juvenile justice programs and initiatives to ensure the impact and design to reach the ultimate best outcomes for youth and their families. Additionally, we will continue to have a per diem staff for the remainder of the allocation, who has previous knowledge and involvement in the Albany County Juvenile Justice system to continue to bring the local stakeholders together, continue workgroups and community engagement to reform the juvenile justice system in Albany County.

The goal of JDAI is to further reduce unnecessary and inappropriate placement in secure detention for NYS' youth. The initiative accomplishes this goal by bringing together all the necessary stakeholders and cooperatively developing and implementing local strategies and alternatives to achieve this goal. JDAI provides the framework within which local and state key actors will analyze data, draw conclusions and utilize proven strategies to address systems issues. In addition, JDAI brings an important and very deliberate focus on reducing racial and ethnic disparities in the juvenile justice system. The Casey Foundation will continue to provide technical assistance and training to improve the local and statewide juvenile justice system to bring the greatest impact from state and local resources.

On the local level, the selection of Albany County as part of NYS' first cohort of six JDAI sites was based upon our county's demonstrated leadership in juvenile justice system reform to date. Each selected JDAI county has already begun to implement JDAI reform efforts including:

1) use of a collaborative process to assess admissions and detention alternative program development; and
2) use of data to inform the design of solutions to identified problems.

Further, each of the six identified sites has already made improvements in its local juvenile justice system. These improvements include the achievement of safe reductions in the number of youth in secure detention and reductions in racial and ethnic disparities. Incorporating these efforts and achieving these outcomes has resulted in Albany County being in the best position to represent NYS in this growing national initiative.
PROFESSIONAL SERVICE AGREEMENT  
between  
THE COUNTY OF ALBANY  
and  
THE RESEARCH FOUNDATION for  
THE STATE UNIVERSITY OF NEW YORK  
UNIVERSITY AT ALBANY  

JUVENILE DETENTION ALTERNATIVES  
INITIATIVE (JDAI)  

Pursuant to Resolution No. 395 for 2017, adopted 10/10/2017  

This Agreement is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal place of business located at 112 State Street, Albany, New York 12207, acting on behalf of the Albany County Department for Children, Youth & Families (hereinafter referred to as "DCYF") and The Research Foundation for The State University of New York, University at Albany, 1400 Washington Avenue, Albany, New York 12222 (hereinafter referred to as the "PROVIDER").

WITNESSETH:

WHEREAS, the County of Albany (hereinafter referred to as the "County") requires a service Agreement with a qualified PROVIDER to assist DCYF in accomplishing its goals and mandates; and

WHEREAS, the PROVIDER, a qualified service provider, is willing and able to deliver the services required by DCYF to ensure that the aforementioned requirements are met efficiently and effectively; and

WHEREAS, DCYF has accepted the PROVIDER'S offer to deliver the necessary professional services to meet the needs of DCYF; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this one year agreement with the PROVIDER regarding the aforesaid services by Resolution No. 395 for 2017, adopted October 10, 2017; 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 I - INTERPRETATION: CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following: this Agreement; and the PROVIDER'S Service Agreement Proposal (hereinafter referred to as the "Proposal"), which is attached hereto as Appendix "B" and made a part hereof (collectively called the "AGREEMENT" hereinafter).

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 to resolve such discrepancy, disagreement or ambiguity: 1) this AGREEMENT; 2) the Proposal.

ARTICLE II - SERVICES TO BE PERFORMED BY PROVIDER

The PROVIDER, either directly or through an authorized representative, shall provide all services set forth in Appendix "B" attached hereto and made a part hereof and specifically defined in ARTICLE III entitled "SCOPE OF SERVICES."

ARTICLE III - SCOPE OF SERVICES

The goal of JDAI is to further reduce unnecessary and inappropriate placement in secure detention for County youth. The initiative accomplishes this goal by bringing together all the necessary stakeholders and cooperatively developing and implementing local strategies and alternatives to achieve this goal. In addition, JDAI brings an important and very deliberate focus on reducing racial and ethnic disparities in the juvenile justice system. The PROVIDER will provide a juvenile justice research assistant 37% of the time, working with DCYF to assess all juvenile justice programs and initiatives, to ensure the impact and design and to reach the ultimate best outcomes for youth and their families. The PROVIDER will analyze data, draw conclusions and utilize proven strategies to address systems issues by performing the work outlined in Appendix "B" attached hereto and made a part hereof.

ARTICLE IV - GENERAL PROVISIONS

DCYF shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The PROVIDER shall furnish such services in accordance with applicable requirements of law and shall cooperate with DCYF, as may be required so that DCYF and the New York State Office of Children and Family Services will be able to fulfill their function and responsibility.
The PROVIDER shall complete the Service in a timely manner to protect the interests and rights of DCYF to the fullest extent reasonably possible.

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

As part of this AGREEMENT, the PROVIDER agrees to comply in all respects with the provisions of this AGREEMENT, any items incorporated by reference, and the appendices attached hereto and made a part hereof.

ARTICLE V - ASSIGNMENTS

As specifically required by Section 109 of the New York General Municipal Law, the PROVIDER is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this AGREEMENT, or of the PROVIDER'S right, title or interest therein without the previous written consent of DCYF.

As part of this AGREEMENT, the PROVIDER shall not subcontract for any portion of the services required under this AGREEMENT without the prior written approval of DCYF and subject to such conditions and provisions as DCYF may deem necessary.

ARTICLE VI - CONFIDENTIALITY REQUIREMENT

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or knowledge given to or prepared or assembled by the PROVIDER under this contract, which DCYF requests to be kept as confidential shall not be made available to any individual or organization by PROVIDER without the prior written consent of DCYF, except as otherwise authorized by law.

ARTICLE VII - PROTECTED HEALTH INFORMATION

To the extent that the CONTRACTOR, by its delivery of services under the terms of this AGREEMENT, comes into possession of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix "A" attached hereto and made a part hereof.

ARTICLE VIII - RECORDS

The PROVIDER shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this AGREEMENT.
The PROVIDER shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this AGREEMENT, immediately upon request.

The PROVIDER shall retain all of the above information for six (6) years after final payment or the termination of this AGREEMENT, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE IX - COOPERATION

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

ARTICLE X - FEES

The total cost of the Service is estimated to be FIFTY-ONE THOUSAND THIRTY-EIGHT AND 00/100 DOLLARS ($51,038.00). In consideration of the terms and obligations of this AGREEMENT, DCYF agrees to pay and the PROVIDER agrees to accept an amount not to exceed FIFTY-ONE THOUSAND THIRTY-EIGHT AND 00/100 DOLLARS ($51,038.00), as full compensation for the Services described under this AGREEMENT. The PROVIDER agrees that any and all work performed outside the scope of this AGREEMENT shall be deemed by DCYF to be gratuitous and not subject to any reimbursement by DCYF.

Fees for the Service provided shall be payable in monthly payments upon submission by the PROVIDER of a County claim form signed by the PROVIDER and submitted to DCYF. The claim form or attached invoice must contain itemized detail of the services rendered. Any necessary disbursements claimed should be supported by receipts when appropriate.

ARTICLE XI - RELATIONSHIP

The PROVIDER is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of DCYF for any purpose, and the employees and representatives of the PROVIDER shall not in any manner be, or be held out to be, agents or employees of DCYF.
ARTICLE XII - INDEMNIFICATION

The Parties shall each defend, indemnify and save harmless the other Party, its employees and agents, from and against all claims, damages, losses and expenses arising out of, or in consequence of, any negligent or intentional act or omission of the Party, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIII - INSURANCE

The PROVIDER agrees to procure and maintain, without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing services, the PROVIDER shall furnish to the County a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until forty-five (45) days prior written notice has been given to the County, and the County is named as an additional insured. Upon failure of the PROVIDER to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

As required by Section 108 of the NY General Municipal Law, this Agreement shall be of no force and effect unless the PROVIDER 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 NY Workers' Compensation Law. The PROVIDER shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the NY Workers' Compensation Law and of Schedule "A" of this Agreement.

ARTICLE XIV - NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event that no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County shall immediately notify the PROVIDER in the event 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, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County agrees to reimburse the PROVIDER for all allowable costs and non-cancellable obligations incurred by the PROVIDER up until the effective date of the proposed termination.
ARTICLE XV - NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE XVI - GOVERNING LAWS

This AGREEMENT shall be governed by and construed according to the laws of the State of New York.

ARTICLE XVII - EQUIPMENT

All equipment purchased from monies under this AGREEMENT shall at all times be the property of the County and shall, at the County’s option, either be returned to the County, or accounted for to the satisfaction of the County at the termination of this AGREEMENT.

ARTICLE XVIII - TERM OF AGREEMENT

This Agreement shall commence on January 1, 2018 and shall continue in effect through December 31, 2018, provided, however, that either party shall have the right at any time to terminate the service required by this Agreement by forty-five (45) days written notice of such termination.

ARTICLE XIX - TERMINATION OF AGREEMENT; REMEDY FOR BREACH

This AGREEMENT may be terminated by DCYF if the PROVIDER is substantially in breach of any of its provisions.

In the event of a breach by the PROVIDER, the PROVIDER shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor within the fair market value for procurement of such services.

In the event of termination, the PROVIDER shall be entitled to compensation for all services theretofore authorized by DCYF and performed. Additionally in the event of termination, all data and records pertaining to the AGREEMENT shall be delivered within twenty (20) days to DCYF or its duly authorized representative. In case of the failure of the PROVIDER to make such delivery on demand, the PROVIDER shall be liable to the County for any damages that the County may sustain by reason thereof.
ARTICLE XX - AVAILABLE DATA

As part of this AGREEMENT, all technical or other data relative to the work pertaining to this AGREEMENT in the possession of DCYF or in the possession of the PROVIDER shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE XXI - OWNERSHIP OF MATERIALS

All client/patient records and other forms, reports, statistics, and materials shall be retained by and at DCYF.

ARTICLE XXII - EXTRA WORK

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

ARTICLE XXIII - CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXIV - LICENSES

The PROVIDER, its employees and agents shall at all times obtain and maintain all licenses and certifications required by New York State or other relevant regulating authority to perform the services required under this AGREEMENT, if any.

ARTICLE XXV - MODIFICATION

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

ARTICLE XXVI - INVALID PROVISIONS

If any terms or provisions of this AGREEMENT shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole
or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XXVII - MacBRIDE PRINCIPLES

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

ARTICLE XXVIII - IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

ARTICLE XXIX - NOTICES

All notices and documents required to be given to DCYF pursuant to this AGREEMENT shall be given to:

Scott McNelis, Contract Administrator
County of Albany, DCYF
112 State Street, Room 300
Albany, New York 12207-2021
ARTICLE XXX - SCHEDULE

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year opposite their respective names.

COUNTY OF ALBANY

Dated: 2/4/18

By: [Signature]
Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

THE RESEARCH FOUNDATION for
THE STATE UNIVERSITY OF NEW YORK
UNIVERSITY AT ALBANY

Dated: 1-24-2018

By: [Signature]
Adrienne D. Bonilla,Esq.
Assistant VP for Research
(Name and title)
STATE OF NEW YORK )
COUNTY OF ALBANY ) SS:

On the ___ day of ____________, 2018, 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 ___ day of ____________, 2018, before me, the undersigned, personally appeared Phillip F. Colerone, 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.

Michael Lalli
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF ALBANY ) SS:

On the 24th day of January, 2018, before me, the undersigned, personally appeared Adriano D. Benito, 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.

Terrell Rabb
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Albany County
No. 01RA5345601
Expires: October 3, 2020

________________________
NOTARY PUBLIC
SCHEDULE “A”

INSURANCE COVERAGE

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

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

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

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

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.</td>
</tr>
</tbody>
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APPENDIX "A"

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity’s compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

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

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2018 and shall continue in effect through December 31, 2018. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
   (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

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

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

**Incorporation in the Agreement** – The terms of this Appendix "A" are hereby incorporated into the Agreement between the parties hereto.
APPENDIX B

Organization: Center for Human Services Research, University at Albany
Project Title: Juvenile Detention Alternatives Initiative (JDAI)

Proposed Scope of Work

- Data Collection and Analysis
  - Facilitate and assist in the provision of data to the Burns Institute, Casey Foundation, OCFS and Albany County as needed
  - Assist in the coordination of information, data and reports from Burns, Casey and OCFS while providing analysis from a local level prospective
  - Contact juvenile justice involved agencies in Albany County to determine availability of data
  - Work with agencies to determine validity and reliability of data; develop strategies to address data concerns
  - Assess feasibility of merging interagency data; develop strategies to address anticipated barriers to this
  - Provide analysis of quantitative data via statistical software programs
  - Develop data collection instruments including forms, surveys, interview questions, and focus group questions as needed
  - Provide analysis of qualitative data

- Participation in Meetings
  - Attend the following meetings:
    - JDAI workgroup meetings
    - JDAI subcommittee meetings as needed
    - Model site visit
    - Juvenile Justice Steering Committee meetings
    - OCFS meetings as needed
  - Interpret/clarify data collection concerns and questions expressed by different workgroup members
  - Offer feedback on research results and data findings
  - Offer a research based perspective to practitioner centered discussions and provide information on research studies to guide proposed policy and system changes
  - Participate in development of strategies to inform juvenile justice reform, alternative to detention services and implementation

- Preparation of Reports
  - Prepare analytical reports tailored to the interests of specific audiences, i.e.:
    - Individual county and community agencies
    - JDAI subcommittees
    - JDAI workgroup
    - Juvenile Justice Steering Committee
    - OCFS
  - Prepare periodic research briefs to inform ongoing implementation efforts
  - Assist in the interpretation of reports and data from a local level perspective and outline impact
This report was written by Richard A. Mendel, an independent writer and researcher.

The Annie E. Casey Foundation is a private philanthropy that creates a brighter future for the nation's children by developing solutions to strengthen families, build paths to economic opportunity and transform struggling communities into safer and healthier places to live, work and grow. For more information, visit www.aecf.org.

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Overview

In a 2009 report, Two Decades of JDAI: From Demonstration Project to National Standard, the Annie E. Casey Foundation reported that the Juvenile Detention Alternatives Initiative (JDAI) was "on track to become the standard of practice for how local justice systems nationwide handle the critical front end of the juvenile court process."

Four years later, this update report finds that JDAI's pace of progress has only accelerated. The number of jurisdictions adopting the model has continued to climb year-after-year, and state governments are taking an increasingly central role in supporting effective JDAI replication. Participating sites continue to report impressive results in reducing reliance on detention of court-involved youth awaiting court hearings or pending placement to correctional programs, and they have done so while protecting public safety and safeguarding taxpayer dollars. Meanwhile, the Annie E. Casey Foundation has launched an ambitious new effort to expand JDAI beyond the detention phase of the juvenile court process to focus on reducing reliance on incarceration in longer-term juvenile corrections facilities.

In summary, the current report finds:

The JDAI model has proliferated with increasing speed since 2009 and now reaches over one-fourth of the total U.S. youth population. At the end of 2013, JDAI was operating in more than 250 counties nationwide — nearly double the number of sites that were active in 2009 — spread across 39 states and the District of Columbia. These jurisdictions are home to just under 10 million youth ages 10-17, 29 percent of the U.S. youth population. More than 10 million additional youth reside in states that have signed on as JDAI partners and have committed themselves to supporting local JDAI replication efforts.

Through JDAI, participating jurisdictions are sharply reducing reliance on detention. The most recent data available show that among local JDAI sites, which reported both current and pre-JDAI data, the total average daily detention population was 43 percent lower in 2011 than in the year before joining JDAI. Thirty-four percent of these reporting sites have reduced their average daily detention populations by more than half since entering JDAI. Also, the data show that participating jurisdictions admitted 59,000 fewer youth to detention in 2012 than in the year prior to launching JDAI, a drop of 39 percent.

While detention use has been declining nationwide, detention populations are falling far faster in JDAI sites than in non-JDAI jurisdictions. Data from the federal Census of Juveniles in Residential Placement show that after rising rapidly throughout the 1990s and then holding steady through 2006, the total number of youth detained nationwide fell 22 percent from 2006 to 2010. However, a detailed statistical analysis completed in 2012 by researchers at the University of California Berkeley Law School found that detention populations have fallen far more in participating JDAI sites (42 percent) than the statewide averages (17 percent).
JDAI is reducing detention populations in ways that protect or enhance public safety. JDAI sites utilize a variety of indicators to measure trends in overall juvenile offending rates. Regardless which indicator they use, virtually all sites (93 percent) show improvement on public safety outcomes since entering JDAI. The most recent data available (through 2011) find that the average improvement on these public safety measures has been 36 percent across all sites reporting.

JDAI sites have reduced detention among youth of color and are working intensively to reduce racial and ethnic disparities. Overall, the average daily population of youth of color has fallen by 40 percent across all JDAI sites nationwide, nearly the same decline seen for white youth, even though youth of color have risen significantly as a share of the total youth population. JDAI jurisdictions detained 2,268 fewer youth of color per day in 2011 than they did prior to beginning their JDAI programs. While the Foundation cannot report an overall reduction in racial and ethnic disparities across JDAI jurisdictions — youth of color are still detained at over three times the rate of white youth — the initiative is playing a pivotal role in mobilizing local leadership to take on the Disproportionate Minority Confinement (DMC) challenge, and JDAI has emerged as an important laboratory for exploring new techniques and strategies to combat disproportionate treatment of minority youth in the justice system.

JDAI is generating substantial savings for taxpayers by enabling participating jurisdictions to avoid costs for the construction and operation of secure detention facilities. Fifty-six JDAI sites have closed detention units or whole facilities as a result of smaller detention populations, reducing their detention capacity by a combined total of 2,050 beds, which translates to an estimated cumulative savings of roughly $143.5 million per year. Also, JDAI has generated substantial taxpayer savings in a handful of other jurisdictions by eliminating the need for construction of new or expanded detention facilities.

JDAI jurisdictions are sharply reducing the number of youth they commit to state juvenile correctional facilities and other residential placements. Across all sites reporting, commitments to state custody were down by more than 5,250 in 2011 from the sites’ pre-JDAI levels, a decline of 43 percent. While commitments and correctional populations have also been falling nationwide in recent years, the University of California Berkeley’s 2012 evaluation report found that the drop in commitments has been larger in JDAI sites (down 40 percent) than statewide in the states where JDAI is operating (down 29 percent).

In addition to documenting the impact and accomplishments of JDAI sites nationwide, this report examines a number of new or expanded activities related to the initiative.

Increasingly, the Casey Foundation is focusing on working with state government leaders to expand states’ capacities to nurture and support JDAI replication. New Jersey, where JDAI has been spread to nearly every locality, was named JDAI’s first statewide model site in 2008. Since then, 10 other states have sent leadership teams to visit New Jersey, and several have begun making encouraging progress toward building the state-level expertise and infrastructure necessary to support effective and widespread implementation of the JDAI model.
In 2012, Casey expanded the focus of JDAI to the dispositional end of the juvenile justice system with the aim of decreasing reliance on juvenile incarceration nationwide and minimizing the use of training schools and other large-scale juvenile correctional facilities. As documented in the Foundation's widely cited 2011 report, *No Place for Kids: The Case for Reducing Juvenile Incarceration*, America's heavy reliance on juvenile incarceration does not reduce future offending by youth; provides no overall benefit to public safety; wastes vast sums of taxpayer dollars; and exposes youth to alarming levels of violence and abuse. As part of this "deep end" focus, the Casey Foundation is working with selected states and local JDAI sites to reduce incarceration by embracing best-practice reforms and adopting home- and community-based alternatives to incarceration that cost far less than confinement and achieve better results. The Foundation is also developing a range of publications and toolkits to promote reduced reliance on juvenile incarceration nationwide.
Juvenile Detention Reform: Why Does It Matter?

Detention is a crucial early phase in the juvenile justice process, the point at which the courts decide whether to confine a young person pending their court hearing or while awaiting placement into a correctional or treatment facility rather than allowing the young person to remain at home or perhaps in an alternative supervision program.

Every year, an estimated 300,000 young people are admitted to detention facilities nationwide, and approximately 20,000 are held in detention on any given night. The typical stay in juvenile detention is brief — the average length of stay nationally is about 20 days, and many youth spend only a few nights in these locked facilities. Yet even a short stay in detention can have an outsized impact on the ultimate case outcomes for court-involved youth — with potentially profound and lifelong negative consequences.

A Ticket to the Deep End. A vast body of research finds that youth placed into pretrial detention are far more likely to be formally charged, found delinquent and committed to youth corrections facilities than similarly situated youngsters who are permitted to remain at home pending their court hearings. Also, African-American, Hispanic and American Indian youth are far more likely than their white counterparts to be detained, even after controlling for seriousness of offense, offending history and other factors. Simply put, detention often functions as a slippery slope into juvenile justice’s “deep end,” one that affects youth of color disproportionately.

Damaging Consequences. Research also shows that placement into locked detention can cause young people serious harm, both immediate and long term. Detention disrupts young people’s schooling and exacerbates the likelihood they will fail classes or drop out. Harsh conditions and invasive supervision inside detention facilities can exacerbate symptoms for youth with serious mental health problems or a history of trauma or abuse. Over the long term, youth who spend time in custody are less likely to complete high school, less likely to find employment, and more likely to suffer mental health problems than comparable youth who are not detained. Detained youth are also more likely to be rearrested,
adjudicated or convicted for new offenses, and incarcerated than youth who remain at home awaiting court or pending placement. For instance, a recent study of youth in Cook County, Illinois, found that youth sent to detention were 13 percent less likely to graduate high school and 22 percent more likely to end up in adult prison than comparable youth placed on home confinement or into an alternative supervision program.6

High Costs. Detention also represents a significant cost to taxpayers — roughly $1 billion per year nationwide. Though expenditures vary from region to region, the average detention center costs roughly $150 to $300 per day, the equivalent of $70,000 or more each year for each occupied detention bed. The average cost to build, finance and operate a single detention bed over its first 20 years is approximately $1.5 million per bed.

In the 1990s, a National Detention Crisis

In the early 1990s, as the Annie E. Casey Foundation began planning JDAI, the detention component of the juvenile justice systems in most jurisdictions was arbitrary, ineffective and discriminatory. Nationally, the average daily population in detention was rising at an unsustainable pace, more than doubling from 13,000 in 1985 to 28,000 by 1997. Though a run-up in youth offending in the late 1980s and early 1990s was a factor in this rise, it was not the primary cause. As shown in the chart below, juvenile crime rates began a steep decline in the mid-1990s, and now stand at the lowest levels in recent memory. However, for nearly a decade the nation’s detention rate did not follow suit.
Rapidly increasing populations led to serious and widespread overcrowding in the nation’s detention centers in the 1990s, jeopardizing the health and safety of detained youth (and custodial staff), and compromising educational and other services. In 1985, just 20 percent of detained youth nationwide were confined in overcrowded facilities; a decade later, 62 percent were in overcrowded facilities. This period also saw a dramatic worsening in the disproportionate representation of youth of color in detention. In 1985, 43 percent of juvenile detainees nationwide were youth of color. In the most recent national Census of Juveniles in Residential Placement, conducted in October 2011, youth of color were 71 percent of the detained youth population.

As the Annie E. Casey Foundation was initiating JDAI in the 1990s, these alarming detention trends were progressing in most jurisdictions without any serious consideration from public officials. More than 70 percent of all detention cases in 1995 involved property or drug crimes, public order offenses, technical probation violations or status offenses. Just 29 percent of all cases involved any violence — and many of these were misdemeanor assault charges. Yet few jurisdictions systematically screened youth to ensure that detention was only used for those who posed genuine public safety risks, few invested heavily in detention alternative programs and few had procedures to expedite cases and minimize lengths of stay in detention.
What Is the Juvenile Detention Alternatives Initiative, and How Does It Work?

JDAI was developed to demonstrate that detention populations could be substantially and safely reduced. While JDAI’s efforts focused on the detention phase of the juvenile court process, Casey Foundation leaders also believed that detention reform would be a catalyst for other needed changes in juvenile justice. For example, by reducing the number of youth detained pending adjudication and disposition hearings, Casey leaders were confident that participating sites would commit fewer youth to correctional institutions. More broadly, the initiative’s designers believed that over time the collaborative and data-driven problem-solving approaches integral to JDAI would stimulate other changes essential to a smarter, fairer and more effective juvenile system.

JDAI was inspired by a successful detention reform effort in Broward County, Florida, which combined inter-agency collaboration, research, objective screening procedures, non-secure detention alternatives and faster case processing to reduce its detention population by 65 percent from 1987 to 1992. The reforms came without any sacrifice of public safety and saved taxpayers more than $5 million.

Building on the Broward model, the Casey Foundation devised a comprehensive detention reform model with eight core inter-related elements:

1. **Collaboration** between the local juvenile court, probation agency, prosecutors, defenders and other governmental entities, as well as community organizations, including a formal partnership to cooperatively plan, implement and assess detention reforms.

2. **Collection and utilization of data** to diagnose system problems and proclivities, assess the impact of various reforms and assure that decisions are grounded in hard facts rather than myths and anecdotes.

3. **Objective admissions screening** to identify which youth actually pose substantial public safety risks, which should be placed in alternative programs and which should simply be sent home.

4. **New or enhanced non-secure alternatives to detention** targeted to youth who would otherwise be locked up and, whenever possible, based in neighborhoods where detention cases are concentrated.

5. **Case processing reforms** that expedite the flow of cases through the system, reduce lengths of stay in custody, expand the availability of non-secure program slots and ensure that interventions with youth are timely and appropriate.

6. **New court policies and practices to deal with “special” detention cases**, such as violations of probation and failures to appear in court, that in many jurisdictions lead automatically to detention even for youth who pose minimal risks to public safety.
7 Persistent and determined attention to combating racial disparities, including careful study to identify and specific strategies to eliminate bias and ensure a level playing field for kids of color.

8 Intensive monitoring of conditions of confinement for youth in secure custody to ensure that detention facilities are safe and appropriate care is provided.

JDAI's demonstration phase — commenced in 1992 — involved five pilot sites, each of which received extensive financial and technical support to implement a multifaceted reform strategy. Begun at the height of the nation's alarm over youth crime, JDAI pilot sites faced significant political resistance and, predictably, achieved mixed results. However, two of the original sites — Multnomah County (Portland), Oregon, and Cook County (Chicago), Illinois — recorded significant successes, as did two of the initiative's first replication sites, Santa Cruz County, California, and Bernalillo County, New Mexico.

As word of these successes spread, the Foundation began receiving inquiries from additional jurisdictions seeking support to replicate JDAI. Initially, the Foundation considered these requests on a case-by-case basis, accepting those sites that showed clear commitment to detention reform and capacity to implement the JDAI model with fidelity. To help the new sites, Casey built a training and technical support infrastructure including expert consultants, specialized training, publications and conferences. The Foundation also named Cook County, Multnomah County, Bernalillo County and Santa Cruz County as model sites to host tours and assist other jurisdictions in planning and implementing detention reforms.

By 2003, recognizing that it could not offer this support to every jurisdiction nationwide wishing to adopt JDAI and hoping to encourage states to actively support JDAI replication, the Foundation announced that — with rare exceptions — it would no longer accept applications from individual counties seeking to launch new JDAI efforts. Instead, it would provide a green light for replication only to cohorts of multiple sites wishing to initiate JDAI simultaneously within any given state. In 2008, Casey named New Jersey as the first statewide model jurisdiction, based on its success in supporting effective replication of JDAI throughout most jurisdictions in the Garden State.
How Widely Is the JDAI Model Being Replicated Nationwide, and Who Pays for It?

As shown in the chart below, the number of jurisdictions participating in JDAI has risen dramatically since 2002, and the already rapid pace of replication has actually accelerated in recent years. As of 2009, when the Annie E. Casey Foundation published its earlier JDAI progress report, 142 local jurisdictions in 25 states and the District of Columbia had active JDAI programs, and these active jurisdictions were home to 17 percent of the nation’s children. At the end of 2013, four years later, JDAI was active in more than 250 localities in 39 states plus the District of Columbia. Those counties are home to 9.8 million youth between the ages of 10 and 17, meaning that an estimated 29 percent of the total U.S. youth population resides in communities where JDAI is being implemented.

As illustrated in the map on page 11, JDAI is active throughout all regions of the country. It is also broadly dispersed among rural, suburban and urban locations. Of the 253 counties with active JDAI programs in December 2013, 241 are located within the 34 states plus the District of Columbia that have
signed on as state-level JDAI partners with the goal of replicating JDAI statewide. Just over 20 million children ages 10-17 (60 percent of the nation’s youth population) reside in a state that has signed on as a JDAI partner or in a county that is implementing JDAI independently.

One key factor in the recent acceleration in JDAI replication has been a new partnership with the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP). Beginning in 2010, OJJDP provided $500,000 per year for three years to support technical assistance and training in new JDAI jurisdictions. These grants enabled the Foundation to support replication activity in seven additional states. A second factor in JDAI’s accelerated expansion has been the progress made in several states to scale up JDAI replication. (See Chapter V for a more detailed discussion regarding building state-level capacities to support JDAI replication.)

To become a JDAI site, interested jurisdictions must apply for participation, and the Foundation accepts only those sites that demonstrate a strong commitment to the project’s goals, agree to implement all elements of the model and mobilize a broad-based collaborative leadership team with the skills and resources required for success.

Unlike the initial JDAI pilot sites and some of the early replication sites, jurisdictions joining the initiative in recent years have received very modest financial support from the Annie E. Casey Foundation, primarily to defray the costs of travel for staff to participate in JDAI-sponsored training and technical assistance events. Participating jurisdictions do receive extensive support in the forms of technical assistance, training, conferences and publications.

The limited grant support from the Casey Foundation has not proved an impediment to success for participating jurisdictions, however. Rather, by reallocating funds previously spent on secure detention,
shifting the responsibilities of existing personnel and securing grant funds, JDAI sites have had little difficulty raising the necessary funds to support their detention reform efforts.

As of late 2013, 94 sites had provided fiscal information for 2012. These jurisdictions reported leveraging a total of $44 million to support JDAI-related programming and personnel in 2012, 10 percent more than in 2010 but slightly less than in 2011. (If recent history is a guide, the final figures for 2012 may increase as additional sites submit financial data.) As in past years, the primary sources of this funding were: state government appropriations and federal grants ($25.5 million), county government funding ($17.3 million) newly appropriated or reallocated from savings realized by downsizing or closing detention facilities; and Foundation grants ($1.1 million).

MIRROR IMAGES: JDAI'S GROWTH AND NATIONAL DECLINE IN DETENTION UTILIZATION

As shown in the chart below, JDAI's expansion over the past 15 to 20 years has very closely tracked a corresponding decline in the number of delinquency cases detained nationwide and the daily population in U.S. juvenile detention facilities. Though the chart does not prove a causal connection between JDAI's growth and national detention trends, it does make plain that JDAI's expansion has almost exactly mirrored a simultaneous drop in detention utilization nationally. Given that participating JDAI jurisdictions are home to nearly 30 percent of U.S. youth, there can be little doubt that JDAI has had a significant impact on juvenile detention policies and practices nationwide.

EXPANSION OF JDAI VS. NATIONAL INDICATORS OF DETENTION USE, 1997–2013

- Number of Counties Participating in JDAI
- Number of Delinquency Cases Detained Per Year
- Census of Juveniles in Residential Placement – Detained

<table>
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<tr>
<th>Year</th>
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<td>322,100</td>
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<td>146</td>
</tr>
<tr>
<td>2009</td>
<td>314,000</td>
<td>16,910</td>
<td>146</td>
</tr>
<tr>
<td>2010</td>
<td>305,900</td>
<td>15,570</td>
<td>146</td>
</tr>
<tr>
<td>2011</td>
<td>297,800</td>
<td>14,230</td>
<td>146</td>
</tr>
<tr>
<td>2012</td>
<td>289,700</td>
<td>12,890</td>
<td>146</td>
</tr>
<tr>
<td>2013</td>
<td>281,600</td>
<td>11,550</td>
<td>146</td>
</tr>
<tr>
<td>2014</td>
<td>273,500</td>
<td>10,210</td>
<td>146</td>
</tr>
<tr>
<td>2015</td>
<td>265,400</td>
<td>8,870</td>
<td>146</td>
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<tr>
<td>2016</td>
<td>257,300</td>
<td>7,530</td>
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<tr>
<td>2017</td>
<td>249,200</td>
<td>6,190</td>
<td>146</td>
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<tr>
<td>2018</td>
<td>241,100</td>
<td>4,850</td>
<td>146</td>
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<tr>
<td>2019</td>
<td>233,000</td>
<td>3,510</td>
<td>146</td>
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<tr>
<td>2020</td>
<td>224,900</td>
<td>2,170</td>
<td>146</td>
</tr>
<tr>
<td>2021</td>
<td>216,800</td>
<td>730</td>
<td>146</td>
</tr>
</tbody>
</table>
What Have Participating JDAI Sites Achieved Through Detention Reform?

When it launched JDAI two decades ago, the Annie E. Casey Foundation had two goals in mind. First was to demonstrate that reforms in the detention phase of the juvenile court process could reduce reliance on confinement significantly with no adverse impact on public safety and no additional net cost to taxpayers. Second, the Foundation hoped that success in detention reform would serve as a catalyst for broader reforms throughout the juvenile justice system. For some time now, the evidence has been overwhelming that JDAI is achieving the first of these goals — safely and substantially reducing detention populations in an ever-expanding number of participating JDAI sites. Increasingly, evidence is mounting that JDAI is also spurring broader reforms in juvenile justice systems.

Smaller Detention Populations. The most recent complete data tabulation from participating sites shows that JDAI jurisdictions have achieved a cumulative reduction of 43 percent in average daily population. Specifically, the 112 sites reporting data had a combined average detention population of 7,426 in the year prior to each site joining JDAI. As of 2011, the average daily detention populations in these sites totaled 4,253, which translates to a combined reduction of 3,173 youth per day in their average detention populations. Of these 112 sites, 68 reported reductions of one-third or more in daily detention population, and 38 had reduced daily detention population by at least 50 percent. (See chart on page 14.)

The significance of these declines in detention population becomes clearer when participating sites are compared with jurisdictions that have not taken part in JDAI. In a recent national evaluation of JDAI, the Earl Warren Institute on Law and Social Policy at the University of California Berkeley found that within 23 states where JDAI was operating prior to 2010, detention populations had fallen 2.5 times more in participating counties (down 42 percent) than in the states as a whole (17 percent).7

Reductions in the detention populations in JDAI sites are a function of two factors: lower admissions (in virtually all sites) and shorter lengths of stay (in many sites). Taken together, the 112 sites reporting admissions data admitted 59,000 fewer youth to detention in 2012 than in the year prior to entering JDAI, a decrease of 39 percent. Of these 112 sites, 99 report a decrease in admissions since entering JDAI. Progress has been more modest in JDAI sites' efforts to reduce lengths of stay for youth placed into detention. Across the nation, the 112 JDAI sites reporting baseline and 2011 data showed an overall 8 percent reduction in the average length of stay. This limited impact on length of stay is a natural byproduct of the juvenile court process and the JDAI model itself. Through their JDAI efforts, participating sites typically reduce the use of detention for low-level offenders (who have traditionally been admitted for very short periods), which tends to push up the average length of detention stays because the remaining detention cases tend to be more serious and take longer to adjudicate.
Reducing Correctional Commitments. In addition to the large reduction in daily detention populations, jurisdictions participating in JDAI have seen an equally steep decline in the number of youth they commit to state juvenile correctional facilities. Specifically, the 112 JDAI jurisdictions providing data committed 5,254 fewer youth in 2011 (12,321 vs. 7,067) than they did in the year prior to entering JDAI, a 43 percent decline. Overall, 94 of the 112 sites have reduced commitments since joining JDAI, including 39 sites with reductions of 50 percent or more, and only 13 sites have increased commitments. (Five sites have seen no change in commitments.)

Juvenile correctional confinement has been falling nationwide in recent years, driven in part by dramatic reductions in several states (such as Texas, California, Ohio and others) where scandals over abusive conditions of confinement have sparked historic reforms to limit the number of youth committed to state custody.
As of 2012, 38 JDAI sites had reduced their average daily populations (ADP) in detention by 50 percent or more from their pre-JDAI levels.

<table>
<thead>
<tr>
<th>JURISDICTION</th>
<th>ADP PRIOR</th>
<th>ADP IN 2012</th>
<th>PERCENT CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 MULTNOMAH COUNTY, OR</td>
<td>96</td>
<td>14</td>
<td>-86%</td>
</tr>
<tr>
<td>2 PIERCE COUNTY, WA</td>
<td>150</td>
<td>34</td>
<td>-77%</td>
</tr>
<tr>
<td>3 RICHMOND COUNTY, VA</td>
<td>67</td>
<td>19</td>
<td>-72%</td>
</tr>
<tr>
<td>4 BLACK HAWK COUNTY, IA</td>
<td>12</td>
<td>3.5</td>
<td>-71%</td>
</tr>
<tr>
<td>5 CLAYTON COUNTY, GA</td>
<td>61</td>
<td>18</td>
<td>-70%</td>
</tr>
<tr>
<td>6 PIMA COUNTY, AZ</td>
<td>186</td>
<td>56</td>
<td>-70%</td>
</tr>
<tr>
<td>7 MONMOUTH COUNTY, NJ</td>
<td>40</td>
<td>12</td>
<td>-70%</td>
</tr>
<tr>
<td>8 JOHNSON COUNTY, IN</td>
<td>42</td>
<td>13</td>
<td>-68%</td>
</tr>
<tr>
<td>9 RAMSEY COUNTY, MN</td>
<td>62</td>
<td>20</td>
<td>-68%</td>
</tr>
<tr>
<td>10 ESSEX COUNTY, NJ</td>
<td>244</td>
<td>79</td>
<td>-68%</td>
</tr>
<tr>
<td>11 HOPEWELL, VA</td>
<td>8.3</td>
<td>2.7</td>
<td>-57%</td>
</tr>
<tr>
<td>12 MIDDLESEX COUNTY, MA</td>
<td>27</td>
<td>9</td>
<td>-57%</td>
</tr>
<tr>
<td>13 SUFFOLK COUNTY, MA</td>
<td>75</td>
<td>27</td>
<td>-54%</td>
</tr>
<tr>
<td>14 KING COUNTY, WA</td>
<td>188</td>
<td>70</td>
<td>-63%</td>
</tr>
<tr>
<td>15 HENNEPIN COUNTY, MN</td>
<td>94</td>
<td>35</td>
<td>-63%</td>
</tr>
<tr>
<td>16 JACKSON COUNTY (16th CIRCUIT), MO</td>
<td>61</td>
<td>23</td>
<td>-62%</td>
</tr>
<tr>
<td>17 LOUDON COUNTY, VA</td>
<td>15</td>
<td>6.2</td>
<td>-62%</td>
</tr>
<tr>
<td>18 ST. LOUIS CITY (22nd CIRCUIT), MO</td>
<td>98</td>
<td>39</td>
<td>-60%</td>
</tr>
<tr>
<td>19 DUPAGE COUNTY, IL (18th CIRCUIT)</td>
<td>49</td>
<td>20</td>
<td>-60%</td>
</tr>
<tr>
<td>20 MONTGOMERY COUNTY, AL</td>
<td>38</td>
<td>15</td>
<td>-60%</td>
</tr>
<tr>
<td>21 PETERSBURG, VA</td>
<td>16</td>
<td>6.5</td>
<td>-59%</td>
</tr>
<tr>
<td>22 COOK COUNTY, IL</td>
<td>702</td>
<td>287</td>
<td>-59%</td>
</tr>
<tr>
<td>23 YENTURA COUNTY, CA</td>
<td>121</td>
<td>51</td>
<td>-58%</td>
</tr>
<tr>
<td>24 CAMDEN COUNTY, NJ</td>
<td>95</td>
<td>40</td>
<td>-57%</td>
</tr>
<tr>
<td>25 MERCER COUNTY, NJ</td>
<td>60</td>
<td>26</td>
<td>-57%</td>
</tr>
<tr>
<td>26 VIRGINIA BEACH, VA</td>
<td>46</td>
<td>20</td>
<td>-56%</td>
</tr>
<tr>
<td>27 JEFFERSON COUNTY, AL</td>
<td>89</td>
<td>39</td>
<td>-56%</td>
</tr>
<tr>
<td>28 NORFOLK, VA</td>
<td>61</td>
<td>27</td>
<td>-56%</td>
</tr>
<tr>
<td>29 DAKOTA COUNTY, MN</td>
<td>36</td>
<td>16</td>
<td>-56%</td>
</tr>
<tr>
<td>30 NEWPORT NEWS, VA</td>
<td>56</td>
<td>25</td>
<td>-56%</td>
</tr>
<tr>
<td>31 HUDSON COUNTY, NJ</td>
<td>87</td>
<td>39</td>
<td>-56%</td>
</tr>
<tr>
<td>32 BURLINGTON COUNTY, NJ</td>
<td>20</td>
<td>9.4</td>
<td>-54%</td>
</tr>
<tr>
<td>33 BERGEN COUNTY, NJ</td>
<td>20</td>
<td>9.4</td>
<td>-54%</td>
</tr>
<tr>
<td>34 SANTA CRUZ COUNTY, CA</td>
<td>47</td>
<td>22</td>
<td>-53%</td>
</tr>
<tr>
<td>35 ESSEX COUNTY, MA</td>
<td>34</td>
<td>16</td>
<td>-53%</td>
</tr>
<tr>
<td>36 CENTRAL/ESTERN OR (CEOJJC)</td>
<td>13</td>
<td>6.4</td>
<td>-51%</td>
</tr>
<tr>
<td>37 TUSCALOOSA COUNTY, AL</td>
<td>25</td>
<td>12</td>
<td>-51%</td>
</tr>
<tr>
<td>38 WASHOE COUNTY, NV</td>
<td>78</td>
<td>39</td>
<td>-50%</td>
</tr>
</tbody>
</table>
Yet there is no doubt that JDAI has also had a significant impact in reducing correctional confinement rates. First, by sharply lowering the number of youth detained, JDAI sites have made it far less likely that young people will be committed to state custody. Second, as an outgrowth of their JDAI efforts, most participating jurisdictions have adopted reforms (such as establishing new probation practices, improving community-based programming services, etc.) in other aspects of their juvenile systems that further decrease reliance on deep end confinement. Indeed, the University of California Berkeley’s 2012 JDAI evaluation report found that in states that have active JDAI sites, commitments have been falling faster in those sites (down 40 percent) than occur statewide (down 29 percent). In 15 of the 23 states examined, JDAI sites’ reduction in commitments outpaced the statewide average.

Change in commitments to state custody by grantee — baseline vs. 2012

N=38 Grantees, comprising 112 sites (Grantees shown in ascending order by percentage change in commitments)
Given the extensive research showing that placement into pretrial detention dramatically increases the likelihood of commitment, JDAI's added impact on reducing commitments should come as no surprise. However, JDAI sites' reduced reliance on incarceration is more than a function of fewer youth being detained prior to court dates. Three additional dynamics have also helped reduce correctional placements in JDAI jurisdictions. First, a number of JDAI sites have reallocated funds saved through reduced reliance on detention to support new community-based treatment programs, including evidence-based therapy models that can reduce youths' behavioral problems. These new programs also provide judges an alternative disposition for youth who might otherwise be sent to residential facilities. Second, JDAI has led many sites to substantially revise their approach to probation violations, crafting new response grids and restricting probation officers' discretion to file probation violations and detain youth for rules violations. Nationwide, 14 percent of youth in committed custody in 2010 were confined for technical violations. Third, in many sites JDAI has fostered a significant shift in the values of local juvenile justice leaders, including a heightened focus on limiting the use of confinement. Judge Cheryl Shannon, who presides over juvenile cases in Dallas, Texas, recently described JDAI's impact this way: "I've been here about 18 years so I know JDAI was a total cultural shift for the judiciary. I know that now I send people home that I wouldn't have in the past."

**Favorable Public Safety Results.** The reductions in detention population achieved by JDAI jurisdictions have not come at the expense of public safety. In fact, most participating JDAI sites report reductions in juvenile crime since implementing the initiative. Across the country, JDAI sites rely on different statistical indicators related to public safety. Common measures include: new intake cases in juvenile court, juvenile arrests, felony petitions in juvenile court or total petitions in juvenile court. However, virtually all JDAI sites (109 out of 112) with outcome data for 2011 reported pre-JDAI and recent figures (2012) on at least one indicator of juvenile crime. And the vast majority of these sites (98 of 109, or 90 percent) show safety outcomes improving through the period of JDAI participation. As illustrated in the chart on page 18, gains in public safety were realized regardless of the measure employed, with average improvements of 29 percent in sites measuring new intake cases in juvenile court, 33 percent in sites measuring juvenile arrests, 43 percent in sites measuring felony petitions in juvenile court and 45 percent in sites measuring total petitions in juvenile court.

In addition to tracking general measures of juvenile crime, many JDAI sites also track specific public safety outcomes related to their detention reform programming, such as the share of youth failing to appear in court as scheduled, and the share who are arrested for new offenses prior to their court dates. Despite releasing many more youth in the pretrial period or placing them in community-based supervision programs, virtually all of the 38 sites providing data report that a smaller share of youth failed to appear in court in 2012 than in the year prior to JDAI. Also, the average rearrest rate for youth placed in detention alternative programs or released pending their court dates showed a net decline in the 42 sites reporting data.
Because many factors affect the rates for juvenile arrests and referrals, and juvenile offending rates have fallen nationwide in recent years, it is not possible to attribute public safety improvements to JDAI or to demonstrate conclusively that JDAI reduces youth crime. Yet, the juvenile crime reductions witnessed in JDAI sites nationwide clearly demonstrate that aggressively pursuing detention reform — and sharply reducing the number of youth held in secure detention — is fully consistent with public safety.

**Making Better Use of Taxpayers’ Money.** In addition to safely reducing confinement of young people, JDAI is also benefiting taxpayers by enabling participating jurisdictions to avoid costs for the construction and operation of secure detention facilities. Instead, participating states and localities have been able to reinvest the resources in more productive programming, reduce budget deficits, or both. In the 2009 *Two Decades of JDAI* report, the Annie E. Casey Foundation reported that 27 JDAI sites across the country had closed detention units or whole facilities as a result of smaller detention populations, reducing their detention capacity by a combined total of 978 beds. As of 2013, those figures had grown to 2,050 beds reduced in 58 jurisdictions.

Unfortunately, no credible national estimate of the average daily cost of detention has been calculated in recent years, and available figures on daily costs vary widely from one jurisdiction to the next. An Internet scan of recently published detention cost estimates in seven states and localities ranged from $150 per day in South Carolina in 2006 (equivalent to $55,000 per year) to $652 per day in Cook County, Illinois, in 2013 (the equivalent of $238,000 per year). The median figure was $82,000 per year (Massachusetts, 2007). Using a conservative range of $60,000 to $80,000 per year, JDAI sites are realizing $123 million to $164 million each year in reduced costs for secure detention.
In addition to closing existing detention units, JDAI has also generated substantial taxpayer savings in a handful of other jurisdictions by eliminating the need for construction of new or expanded detention facilities. For example, Dakota County, Minnesota, was poised to approve $12 million for construction of a new detention facility in 2007. Instead, by entering JDAI the county cut its average daily detention population by more than half (from 35.5 in 2005 to 15.6 in 2011), averting the need for a new facility. On a grander scale, Cook County was able to scrap planned construction of a 200-bed facility in the late 1990s, saving Cook County taxpayers an estimated $250 million over 20 years.

The considerable reductions in spending on secure detention have benefited JDAI jurisdictions in two ways. First, the savings have helped participating states and localities ease the dire fiscal crises they have faced since the Great Recession emerged in 2009, limiting the need for cutbacks in essential programs and services. Second, leaders in many JDAI jurisdictions have reallocated some of the funds saved by decommissioning detention facility beds to fund promising new programs and services for court-involved and other at-risk youth. Most sites have significantly expanded their detention alternatives programming, and many have added staff specifically related to detention reform (such as site coordinators, case expediters and data specialists). But many sites have also used funds saved through detention bed closures to launch new programs aimed at improving their juvenile justice systems more broadly.

For instance, Bernalillo County has created a fully licensed mental health clinic for court-involved and other high-risk youth, including many participants in its detention alternatives programs. Harris County (Houston), Texas, has created a girls court to address the needs of girls in its juvenile system. Clark County (Las Vegas), Nevada, has funded community mental health treatment teams. And DuPage County, Illinois, has funded three therapists specially trained in Multisystemic Therapy, an intensive and family-focused treatment model that has proven more effective than residential placement and other common court sanctions in a long series of clinical evaluation trials dating back to the 1980s.

**Combating Racial Disparities.** Perhaps the most troubling feature of the juvenile justice system is the persistence of unequal treatment of youth from different racial and ethnic backgrounds. Indeed, youth of color have comprised an ever-increasing percentage of the confined population since the 1980s. By 2011, the most recent year for which national data are available, 71 percent of all detainees were youth of color, far above their 43 percent share of the total U.S. youth population.

The wide disparities in the detention rates for youth of color vs. white youth cannot be explained by differences in offending rates. In the most comprehensive review of recent scientific research on the effects of race and ethnicity on juvenile case processing (completed in 2011), the vast majority of studies identified (63 of 79) found significant disparities in the treatment of youth at one or more of the decision points examined based on their race or ethnicity. The study also found that the disparities were most prevalent at the early stages of the juvenile court process, such as arrest, referral to juvenile court and detention.²
In 2012, a National Academies of Science panel concluded that, "Despite a research and policy focus on this matter for more than two decades, remarkably little progress has been made on reducing the disparities themselves or in reaching scholarly consensus on the root source of these disparities. Volumes of data have been collected, but comparatively little progress has been made in addressing the problem."19

From the outset, the Foundation has made combating racial disparities a core element of the JDAI model, requiring a rigorous and explicit focus from participating sites and providing them with extensive training and support on DMC issues. Collectively, JDAI sites have not yet succeeded in reducing the overall disproportionality of their detention populations — on average youth of color residing in JDAI counties remain about three and a half times more likely to be detained than white youth. Yet, the vast majority of sites have substantially reduced the number of minority youth in detention. In 112 sites reporting, JDAI jurisdictions detained 2,268 fewer youth of color per day in 2011 than they did prior to beginning the detention reform process, a 40 percent decline. These reductions have occurred despite a significant increase in the youth of color share of population in JDAI sites. (As of 2012, the youth of color population in reporting sites has grown by over 300,000 [or 9 percent] since the sites entered JDAI, while the population of white non-Hispanic youth declined by more than 350,000 [or 10 percent].) Due to the higher detention rates of youth of color both nationwide and in JDAI sites, this demographic shift would have been expected to increase the detention populations in participating JDAI sites. Instead, the detained populations fell by 46 percent each for both youth of color and white youth compared with the levels that would have been expected by the demographic trends alone.

**CHANGE IN AVERAGE DAILY POPULATION (ADP) IN JDAI SITES FROM BASELINE TO 2012 FOR YOUTH OF COLOR AND ALL OTHER YOUTH**

<table>
<thead>
<tr>
<th>N=99 Sites from Which Complete ADP and YOC ADP Data Were Received and for Which Baseline and 2012 Population Data Could Be Obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRE-JDAI BASELINE ADP</td>
</tr>
<tr>
<td>Youth of Color</td>
</tr>
<tr>
<td>5,281.3</td>
</tr>
<tr>
<td>1,457.6</td>
</tr>
<tr>
<td>3,199.2</td>
</tr>
</tbody>
</table>

20 | 2014 progress report
HOW ARE JDAI SITES REDUCING RACIAL AND ETHNIC DISPARITIES?

- In 2006, two JDAI work groups in Pima County (Tucson), Arizona, began to explore why large numbers of county youth — the vast majority of them youth of color — were being detained on domestic violence charges. Specifically, data showed the Latino youth were 15 percent more likely than whites to be detained in Pima County on misdemeanor domestic violence charges, while American Indian youth were 47 percent more likely, and African-American youth were three times as likely. In 2007, the county opened a Domestic Violence Alternative Center (DVAC) to handle the cases of youth referred to court for misdemeanor domestic violence charges. In 2011, more than three-fourths of all misdemeanor domestic violence cases were referred directly to the new DVAC, and only 42 resulted in detention admissions — down from 415 in 2004.8

- Since creating a new DMC steering committee and collaborative in 2008 to dig deeply into the causes of racial disparities and identify possible remedies, the JDAI leadership team in Ramsey County (St. Paul), Minnesota, has changed several policies and practices that county data showed were affecting youth of color disproportionately. Specifically, Ramsey County has: eliminated a longstanding "waiver" option that allowed probation officers to detain youth for up to 48 hours without a judge's approval; ended automatic detention of youth for failing to appear in court for low-risk youth; and created a graduated response grid to limit the number of youth detained for technical violations.

- Though Pierce County, Washington, reduced its overall detention population by more than half from 2003 to 2008 (from 147 to 65), African-American youth remained 4.5 times as likely to be detained as white youth. A statistical analysis found that many low- or medium-risk African-American youth were being admitted to detention as a result of failures to appear and other technical violations. After juvenile court staff began sending a case monitor to the home of any youth who could not be reached and reminded of the court date by telephone in 2008, the court appearance rate among youth of color shot up from 52 percent to 91 percent. The county also stopped filing probation violations automatically on youth who absconded from home or failed to remain in contact with their probation officers. Instead, Pierce County created a new continuum of responses, requiring detention only when youth are high risk or abscond repeatedly. In 2011, African-American youth spent 75 percent fewer days in detention due to these violations than they had in 2008, and the overall disparity in detention rates for African-American and white youth in Pierce County declined from 4.5:1 down to 3.4:1.12
Perhaps as significant as the statistical results achieved to date in reducing unnecessary confinement of youth of color has been JDAI’s impact in mobilizing local leadership to take on the DMC challenge with seriousness of purpose. According to a recent National Council on Crime and Delinquency survey of 90 active JDAI sites, nearly three-fourths have active subcommittees working to identify and address racial and ethnic disparities. Most sites routinely break down their detention data by race and ethnicity, and most sites report that local personnel have participated in DMC training from the W. Hayward Burns Institute for Juvenile Justice Fairness and Equity, a national leader on the issue. Most sites reported that they have used data analyses to identify one or more practice or decision point where youth from a racial and ethnic group were being disadvantaged by the jurisdiction’s policies and practices.

Meanwhile, a growing number of sites have undertaken increasingly sophisticated and ambitious disparity reduction initiatives to identify policies and practices that inadvertently exacerbate racial and ethnic disparities. Through these efforts, sites have instituted reforms and abandoned or modified disparity-producing practices, thereby reducing the unnecessary incarceration of youth of color. In some of these cases, DMC reduction efforts have enabled sites to significantly reduce the overall disparity in the detention rates of white youth and youth of color.

According to James Bell, executive director of the Burns Institute, JDAI has served as a catalyst to spark serious attention to the DMC problem, and it remains a vital laboratory for innovation and experimentation in the search for effective responses to this vexing challenge.

"What JDAI has done is brought to scale this conversation in a way that without JDAI could never have happened," Bell says. "If 10 people decide that they're going to work on JDAI, that means there are 10 people who are supposed to engage in work around racial and ethnic disparities... Without JDAI, those 10 wouldn’t be there.

"Because they're involved in JDAI, they have access to the Burns Institute, which they may not have had before," adds Bell. "And so they have much more of an opportunity to go deeper."
New Directions and Continuing Challenges for JDAI

In addition to advancing the core JDAI goals of safely reducing reliance on secure detention, combating racial and ethnic disparities, and improving conditions of confinement in juvenile detention centers, the Annie E. Casey Foundation and its allies have extended the JDAI agenda in several new directions in recent years. The most important of these new or heightened priorities have involved strengthening states’ commitment and capacity to support JDAI replication and expanding JDAI’s focus to the “deep end” of the juvenile justice system.

Empowering States to Bring JDAI to Scale

Among the most important lessons gleaned from two decades of experience with detention reform is that — on their own — jurisdictions need training and technical assistance to change old practices that lead to unnecessary or inappropriate use of detention. Despite the noteworthy accomplishments of initial JDAI sites in many states, replication has not flowed naturally across states. This may be for a variety of reasons. Local juvenile court and corrections personnel may not be well-informed about JDAI, for instance, or they may lack any means to compile or analyze data on detention utilization trends, a core ingredient of the JDAI approach. In many jurisdictions, local juvenile court systems lack any tradition of collaborative action to examine the overall effectiveness of their local justice system, or take unified action to improve system results.

If JDAI is to be available to all kids, courts and communities nationwide, more than 3,000 counties will need the kinds of support Casey has provided to the more than 250 currently participating counties. No foundation is positioned to support replication at that scale.

States, however, can provide crucial help to localities in overcoming the barriers to participation and success in JDAI. States can spark interest and build local momentum toward detention reform at the local level; provide direct support and guidance for local JDAI implementation efforts; and spread the word about detention reform and facilitate a new consensus in support of detention reform across a state’s many local jurisdictions. Unfortunately, time and experience have also shown that state leadership on detention reform — while potentially invaluable — has not emerged organically in most states. Detention is typically a local function, so few states have existing infrastructure to provide training and guidance on reform strategies. States, therefore, need help to mobilize support and provide meaningful leadership to promote widespread and successful JDAI replication.

The Casey Foundation has been working to engage states in the JDAI replication process for more than a decade. Since 2003, the Foundation has — with rare exceptions — provided a green light for replication only to cohorts of multiple sites wishing to initiate JDAI simultaneously within any given state. As
part of this cohort approach, the Foundation has required that each new replication effort include a state partner — a state agency committed to supporting the JDAI effort and capable of bringing together major stakeholders. These state partners can serve as the administrative hub for JDAI replication efforts statewide, and as grantees to receive Foundation funds and distribute them to local sites and others as determined by their state/local JDAI replication plans.

Between 2002 and 2005, multisite JDAI replication efforts were launched in Minnesota, New Jersey, Virginia and Washington State. Cohorts from 10 more states entered JDAI from 2006 to 2010, and many more have joined since 2010. In all of these states, the cohort approach has allowed Casey to maximize the impact of its investments in training and technical assistance for new sites, and to create a critical mass of activity in participating states. Initially, however, few states made significant progress in building a robust infrastructure to help local sites adopt and implement JDAI effectively, or in creating opportunities and incentives to encourage local jurisdictions to undertake JDAI. As a result, only a handful achieved substantial progress toward broader replication in remaining localities.

New Jersey was a striking exception to this trend. After starting with five sites in 2004, New Jersey extended its JDAI efforts to 10 sites beginning in 2006. And it has continued to gradually expand to additional sites ever since, adding its 17th county in 2013. With the four remaining counties slated to join JDAI by 2015, New Jersey has distinguished itself as the only state in the nation where JDAI is on track for statewide adoption in the near term. Both in the initial counties and in replication sites, detention admissions and daily population have plummeted. Many of the state's detention centers have closed or consolidated. An impressive network of detention alternatives has been erected, and a new risk assessment instrument, widely embraced by judges and other system leaders throughout the state, has helped to sharply reduce the number of low-risk youth placed into detention cells. These reforms, in turn, have significantly reduced the number of youth committed to state custody.

These enviable results can be traced to critical assistance provided by New Jersey's state government. From the outset of their JDAI efforts in 2004, top officials in New Jersey’s juvenile corrections agency and judiciary focused intently on statewide replication. Over time, led by an active statewide leadership collaborative, New Jersey developed a multifaceted support structure to facilitate effective JDAI replication, including: a network of detention specialists to support local JDAI efforts, a strong statewide data collection and analysis process, a clear and consistent process for counties to initiate local JDAI efforts, and periodic statewide JDAI conferences.
## USE OF DETENTION IN NEW JERSEY

<table>
<thead>
<tr>
<th></th>
<th>Pre-JDAI Site</th>
<th>Post-JDAI Site</th>
<th>Pre-Post Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission to Detention Facilities</td>
<td>10,191 / Average</td>
<td>4,093 / Average</td>
<td>-60%</td>
</tr>
<tr>
<td>Average Daily Population in Detention</td>
<td>814</td>
<td>368</td>
<td>-55%</td>
</tr>
<tr>
<td>Average Daily Population in Detention (Youth of Color)</td>
<td>8,854</td>
<td>3,651</td>
<td>-59%</td>
</tr>
<tr>
<td>Number of Youth Committed to Secure State Correctional Facilities</td>
<td>1,034</td>
<td>407</td>
<td>-61%</td>
</tr>
<tr>
<td>Number of Youth Committed — Youth of Color</td>
<td>922</td>
<td>375</td>
<td>-59%</td>
</tr>
<tr>
<td>Number of Admissions to Detention for Violations of Probation</td>
<td>1,729</td>
<td>605</td>
<td>-65%</td>
</tr>
<tr>
<td>Total Juvenile Arrests</td>
<td>53,023</td>
<td>35,347</td>
<td>-33%</td>
</tr>
<tr>
<td>Juvenile Arrests for Serious (Index) Crimes</td>
<td>10,327</td>
<td>8,090</td>
<td>-22%</td>
</tr>
</tbody>
</table>

*Source: Juvenile Justice: Measuring Change in New Jersey’s Treatment of Young Offenders, KIDS COUNT Special Report, Advocates for Children of New Jersey, October 2012*

Based on its progress, New Jersey was named the JDAI initiative's only state-level model site in 2008. Since then, the Casey Foundation has paid for leadership teams from 10 other states to make site visits to New Jersey, learn about its approach and use New Jersey's progress as a launching point for discussions about how their states can take a more active and effective role in promoting successful replication.13

Through these visits, and through the ongoing support provided by Casey staff and consultants, a number of states have begun making encouraging progress in building the state-level expertise and infrastructure necessary to support widespread replication and take JDAI to scale.

**Indiana:** Soon after an 11-member leadership team visited New Jersey in May 2010, the Indiana Department of Corrections (which oversees the state’s youth corrections facilities), the Indiana Crime and Justice Institute, and the state Supreme Court agreed to partner in an ambitious JDAI expansion effort. In September 2010, the state formed a broader statewide JDAI steering committee, and a month later Indiana expanded JDAI from four to eight counties. Since then, the state has provided intensive support in the eight participating counties, which together are home to one-third of Indiana’s youth. For instance, the state organized training sessions on fundamentals of JDAI and other topics such as data utilization, facility inspections and conditions of confinement, and disproportionate minority confinement. It partnered with the Annie E. Casey Foundation to prepare a system assessment for each participating county, and it invited the Haywood Burns Institute to participate in an extensive engagement on disproportionate minority confinement in four local sites. Building on this progress, Indiana’s state legislature approved a $5.5 million appropriation in the spring of 2013 to support JDAI replication over the coming
two years. With the new funds, Indiana is providing financial support to local JDAI coordinators in all participating sites, and it has created a state-level team to work with JDAI counties across the state and support the expansion of JDAI over time. This team includes a state coordinator, four detention strategists and administrative support at the Indiana Judicial Center, plus an independent consultant to assist in data collection and analysis.

**Missouri:** In 2006, Missouri launched JDAI in four of the state’s five most populous localities: Jackson County (Kansas City), Greene County, the city of St. Louis and St. Louis County. Three more counties joined JDAI in 2008. A year later, Missouri’s Office of State Court Administration, Department of Public Safety and State Advisory Group for juvenile justice agreed to make JDAI expansion a top priority and began allocating a substantial share of Missouri’s federal juvenile justice funds for detention reform. Following a 2010 site visit to New Jersey, the state’s JDAI planning committee devised a clear process for new sites to join JDAI, launched JDAI replication efforts in eight additional jurisdictions and began providing start-up grants to new JDAI sites as well as grants to older sites to support new detention alternatives programming. Missouri’s Supreme Court approved a new rule requiring all juvenile courts statewide to utilize a standardized detention assessment instrument. As of this writing, 16 of the 19 judicial circuits in Missouri with detention centers have active JDAI initiatives.

In addition to Indiana and Missouri, eight other states have also sent delegations to visit New Jersey as part of their efforts to strengthen state-level support for JDAI replication. In these and other states, state-level JDAI leadership teams are ramping up their support for replication. Much work remains to be done, but building on this progress and expanding state-level support for detention reform remain top priorities for the Casey Foundation in its JDAI efforts.

**Expanding JDAI’s Focus to the Deep End of the Juvenile Justice System**

In October 2011, the Annie E. Casey Foundation published an authoritative report, *No Place for Kids: The Case for Reducing Reliance on Juvenile Incarceration*, which presented conclusive evidence to prove that wholesale incarceration of juvenile offenders is a failed strategy for combating youth crime. Based on decades of research, the study found that heavy reliance on juvenile incarceration:

- **Fails to reduce future offending by confined youth:** Within three years of release, the report found, roughly three-quarters of youth are rearrested, half or more are convicted of a new offense.

- **Provides no net benefit to public safety:** States that lowered juvenile confinement rates the most from 1997 to 2007 saw a greater decline in juvenile violent crime arrests than states that increased incarceration rates or reduced them more slowly.
• *Wastes taxpayers’ money:* Nationwide, states continue to spend the bulk of their juvenile justice budgets — $5 billion in 2008 — to confine young offenders in incarceration facilities despite evidence showing that alternative in-home or community-based programs can deliver equal or better results for a fraction of the cost.

• *Exposes youth to high levels of violence and abuse:* In nearly half of the states, persistent maltreatment has been documented since 2000 in at least one state-funded institution. Recent surveys find that one in 10 confined youth report being sexually abused by staff or other youth, and 42 percent fear physical attack.

The publication of *No Place for Kids* signaled the Casey Foundation's decision to expand JDAI’s focus to reducing the number of youth committed to correctional institutions and other facilities, and encouraging states to abandon the large training school model of youth corrections. The first year of this effort, 2012, was dedicated to three primary tasks: (1) conceptualizing the core principles that will guide the new efforts to promote reforms in the deep end of the juvenile justice system; (2) developing tools and technical assistance materials to support deep end reform efforts, as well as other publications to boost public awareness of the need for reducing reliance on youth incarceration; and (3) identifying a limited number of states and local jurisdictions to participate as deep end pilot sites.

**A Year of Planning and Preparation.** Building on recommendations from the *No Place for Kids* report, the Casey Foundation’s Juvenile Justice Strategy Group identified six essential cross-cutting requirements for effective deep end reform (collaborative leadership, data-driven decision making, racial and ethnic equity, a focus on youth well-being, family engagement and effective legal representation) as well as six key decision points in the case processing continuum that can fuel (or prevent) unnecessary deep end placements. (See text box on page 28 for details.)

Based on these core concepts, the Casey Foundation began developing training materials, analytic tools and a web-based technical assistance hub to aid jurisdictions in reviewing their juvenile systems to identify opportunities for reducing confinement. These included: a best practices guide documenting strategies that sites might use to narrow the pipeline of cases in their systems, improve dispositional decision making and establish alternatives to incarceration; a quantitative guide instructing sites about data collection needs and analytic techniques they can use to better understand dispositional trends; and a system assessment framework to help sites diagnose weaknesses in current policies, practices and programs.
CORE ELEMENTS OF THE DEEP END INITIATIVE

To guide the work of states and local sites engaged in deep and reforms to limit the excessive reliance on incarceration and other residential placements, the Casey Foundation has identified two sets of core concepts. First is a set of six cross-cutting elements that represent the essential qualities of a reformed system. Second is a list of six key points in the case processing continuum that can impact the flow of youth into the deep end of the youth justice system.

CROSS-CUTTING ELEMENTS:

1. Collaboration — a diverse group of juvenile justice stakeholders, community representatives and youth and families impacted by the system actively engaged in the development, implementation and evaluation of juvenile justice policy and practice.

2. Using Data to Drive Policy and Practice — access to comprehensive deep end data and statistics, capacity to conduct in-depth and complex data analyses, and regular use of data to inform decision making and improve system policies, practices and programs.

3. Achieving Racial and Ethnic Equity — consistent monitoring of all programs and practices for their effect on racial disparities, and concerted action to devise and test solutions aimed at achieving greater equity for all youth.

4. Youth Well-Being — diverting youth from deeper system involvement and connecting youth to services outside the juvenile justice system whenever it is appropriate, and providing youth who remain in the system with interventions likely to yield positive outcomes.

5. Family Engagement — treating families as true partners in the decision-making process, ensuring that they are well-informed and treated as a valuable resource for their children.

6. Defense Advocacy — providing system-involved youth with access to well-trained defense attorneys who zealously advocate on their behalf, help youth and their families navigate the complex legal system while ensuring that young people’s voices are heard.

POINT-IN-TIME ELEMENTS:

1. Narrowing the Pipeline — intentional effort to divert all youth who do not require formal court processing, and an array of diversion options to serve youth effectively and reduce the likelihood they will further penetrate the system.

2. Dispositional Decision Making — where dispositional recommendations are made using objective tools that are supported by system stakeholders and rarely overridden, and that sharply limit the use of confinement.

3. Probation — with clearly defined goals and a practice model that requires probation officers to work with youth (and their families) to identify and implement effective strategies for behavior change, and to hold youth accountable for
misconduct without being overly punitive.

4. Community-Based Services, Supports and Opportunities — including a robust array of probation services and alternative-to-incarceration program options that enable staff to develop effective and individualized care plans for each young person.

5. Residential Facilities — rather than large correctional institutions, youth requiring residential confinement are housed in small, safe and humane facilities that involve youth and their families in the treatment process, effectively prepare youth to reenter the community as soon as possible and are subject to critical outside oversight.

6. Reentry — with aftercare planning initiated as soon as youth enter out-of-home placement, with ongoing input from youth and their families, to address the obstacles that will face youth in the transition back to the community.

From the outset, the Casey Foundation elected to target deep end reform efforts at both the local and state levels. Local efforts build on the work of JDAI sites and enable local leadership teams to identify policies and practices in other phases of the juvenile court process that could limit placements into residential facilities. The Casey Foundation also sought to engage leaders in state government, because unlike detention, juvenile corrections policy is typically overseen by state government rather than localities. In addition to operating or funding corrections facilities, most states set the rules regarding who pays for youth to be incarcerated, which youth are eligible for commitment and how long they must remain in custody.

In the spring of 2012, the Casey Foundation surveyed local JDAI sites nationally to gauge their interest in deep end reform, and in the summer the Foundation convened four regional meetings to inform JDAI sites with at least two years of experience about the deep end reform opportunities and to assess their readiness to pursue such work. In the early autumn, Foundation staff conducted visits with the sites judged to be the most ready to take on the deep end reform work, and ultimately selected six local JDAI sites — Bernalillo County, New Mexico; Jefferson Parish, Louisiana; Lucas County, Ohio; Marion County (Indianapolis), Indiana; St. Louis City, Missouri; and Washoe County (Reno), Nevada — to participate as local pilot sites.
In addition, through a partnership with the Pew Center on the States, Casey also began the process of identifying states to pursue deep end reforms. After conducting background research on 10 potential state targets and site visits in three states, Georgia was selected as the first state. Work began quickly, thanks to the decision by Governor Nathan Deal to appoint a "special council" in May 2012 to consider juvenile justice (and criminal justice) reforms.

Initial Progress. Though it is far too soon to measure success, deep end reform efforts in the pilot jurisdictions saw substantial initial progress by the end of 2013. In Georgia, experts at the Pew Center on the States conducted an intensive system assessment in the summer of 2012 to determine the major drivers of commitments and residential placements in the state’s juvenile system. Casey and Pew provided significant assistance to workgroups of the special commission, which released a far-reaching juvenile justice reform plan in December 2012.

The plan was enacted in the spring of 2013 with nearly unanimous votes in both houses of the legislature. The new law prohibits juvenile courts from committing youth to state custody for status offenses (like running away from home) and for misdemeanor offenses except when committed by chronic offenders with at least one prior felony conviction. The reforms also allow the state Department of Juvenile Justice (DJJ) to reduce lengths of stay for youth guilty of several designated felonies that were previously subject to rigid sentencing rules. Finally, the new law requires that all youth entering the juvenile court system receive a standardized risk and needs assessment, and it creates a new $6 million per year grant program providing funding for counties to expand access to evidence-based community programs — provided the counties reduce the number of youth they commit to state custody. Since the law’s passage, Casey has been working with DJJ to develop new risk assessment and structured decision-making tools to limit residential confinement of low-risk youth, and Casey is providing training in counties throughout the state to help local officials identify target populations that might be safely supervised in the community.

![Graph: Georgia Juvenile Out-of-Home Population and Projections 2002-2018](image_url)

*Source: Pew Trusts, Public Safety Improvement Project.*
To help determine the most efficient process for supporting local deep end reforms, the Casey Foundation created two separate tracks for participating sites: Jefferson Parish and Marion County will receive intensive ongoing technical assistance from Casey experts, while the remaining four pilot sites (Bernalillo County, New Mexico; Lucas County, Ohio; St. Louis City, Missouri; and Washoe County [Reno], Nevada) will pursue deep end reforms through "self-guided" planning activities. These self-guided sites will rely on tools developed by Casey, but will receive far less on-site direct assistance from Casey staff and consultants. At the end of the process, Casey will assess the relative success of the two cohorts and determine the optimal approach for supporting future deep end sites.

**Sustainably reducing deep end populations will require state and local sites to take a comprehensive approach to reform, much like JDAI**

<table>
<thead>
<tr>
<th>STATE &amp; LOCAL POLICY CHANGES</th>
<th>STATE &amp; LOCAL PRACTICE CHANGES</th>
<th>STATE &amp; LOCAL ALTERNATIVES TO PLACEMENT</th>
<th>STATE &amp; LOCAL ORGANIZATIONAL CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policies that discourage or restrict unnecessary confinement:</td>
<td>Practices that focus resources on youth at greatest risk:</td>
<td>Program and service alternatives to confinement:</td>
<td>Core organizational capabilities essential to do the work:</td>
</tr>
<tr>
<td>Prohibitions on placement for targeted populations</td>
<td>Objective assessment instruments and structured decision-making tools</td>
<td>Non-residential supervision and case management to help youth succeed</td>
<td>Planning and analytical capacities to design and monitor reforms</td>
</tr>
<tr>
<td>Fiscal incentives that prioritize community-based and family-focused interventions</td>
<td>Alternative dispositional planning techniques</td>
<td>Evidence-based, family-focused programs</td>
<td>Staff development, training and knowledge management resources</td>
</tr>
<tr>
<td>Dispositional guidelines that operationalize &quot;least restrictive alternative&quot;</td>
<td>Enhanced defense representation</td>
<td>Limited residential options</td>
<td>Data management to track impact</td>
</tr>
<tr>
<td></td>
<td>Reduced lengths of stay</td>
<td>Effective aftercare services</td>
<td>Fiscal management to guide reallocation of resources</td>
</tr>
</tbody>
</table>
Both cohorts have been deeply engaged in deep end reform planning in 2013. All six sites held local “kick off” meetings, participated in a two-day “fundamentals of deep end reform” training seminar, attended a June 2013 inter-site meeting to share their lessons learned to date and conducted both quantitative and qualitative analyses to determine what types of cases are being placed or committed. By the end of 2013, all sites had completed an initial system assessment identifying their reform priorities and establishing a plan of action. Moving forward, the sites will pursue different courses depending upon what they identified as the leading “drivers” of confinement. Key action areas will include “narrowing the pipeline” to minimize the number of youth brought into the system for minor offenses, improving probation practice so that fewer “probation failures” result in confinement, strengthening defense representation, establishing new alternatives to detention and incarceration, and instituting new objective dispositional decision-making approaches.

Other New Activities

In addition to this intensive focus on expanding state capacity and pursuing deep end reforms, the JDAI network has also sharpened its attention to other issues in recent years.

- Promoting Family Engagement. From the very outset of JDAI, the Annie E. Casey Foundation encouraged local sites to engage the families of court-involved youth and involve them in the formulation of release plans. For instance, the JDAI model site in Santa Cruz created videos and brochures to inform parents about the juvenile court process, hired parents whose children had previously been involved in the system to serve as peer mentors for families navigating the court process and initiated a family conferencing model to involve parents and other relatives in formulating plans for youth at risk of being placed in residential facilities. Recently, Casey has intensified its focus on families. It provided support for two high-profile national reports on family engagement — one from a new parent-led organization, Justice for Families, and one by the Campaign for Youth Justice. Casey has made family engagement a high-profile theme at its two most recent national JDAI inter-site conferences, including a parent-led plenary session in 2012. Recently, a number of JDAI sites have expanded their efforts to engage and work with families of court-involved youth. For instance, the Washington, DC’s Department of Youth Rehabilitation Services has hired a full-time parent advocate.

- JDAI for Tribal Youth. While youth confinement rates have declined nationwide for all major ethnic groups over the past decade and a half, the pace of progress has been uneven. As displayed in the chart on page 33, the confinement rate for American Indian youth declined just 25 percent from 1997 to 2011, far less than the reductions for white, African-American, Hispanic and Asian youth. Based on this slow progress, combined with the lack of any JDAI sites located on tribal lands, Casey began reaching out to tribal leaders in 2011 to solicit their interest in pursuing detention reform. Working with the National Indian Child Welfare Association and the Association on American Indian Affairs, the Foundation convened two national meetings to discuss JDAI’s relevance to tribal courts and to tribal youth detained in county facilities. Following these meetings, Casey invited all interested tribes with
detention facilities on their reservations to submit letters expressing interest in applying the JDAI model for tribal youth. Planning took place throughout 2012, and in early 2013 the Foundation announced that the Mississippi Band of Choctaw Indians will be the nation’s first tribal JDAI site. The federal Office of Juvenile Justice and Delinquency Prevention agreed to fund the required technical assistance for the project, while the Casey Foundation will offer support to the site itself.


- Reenergizing JDAI in Older Sites. Another strategic focus in recent years for both the Casey Foundation and local leaders has been to review progress and provide support to older JDAI sites that may have lost focus or momentum — or never achieved significant successes to begin with. In several sites, the Foundation has conducted reassessments to review trends in the use of detention and identify opportunities for new programs and/or policy and practice changes. For instance, the city of Baltimore saw little reduction in detention utilization over its first decade after adopting JDAI in 2000, with average daily population falling just 15 percent. In 2011, an analysis by Casey Foundation staff and local personnel uncovered a number of anomalies: a small number of already adjudicated youth were spending an average of seven weeks in detention, consuming a large share (38 percent) of total detention days; one-fourth of the detention population were youth (many of them low risk) detained for failing in detention alternative programs; and 60 percent of youth detained for new offenses scored as low- or moderate-risk on the detention risk assessment instrument. Based on this analysis, Baltimore’s JDAI team implemented a series of policy and practice changes. As a result, Baltimore’s ADP fell from 114 in the first quarter of 2012 to 68 in the first quarter of 2013. In other sites, local site leaders have been the primary drivers of reinvigorated JDAI efforts. San Francisco, for instance, actually had a higher detention ADP in 2008 (124 youth/day) than it did in 2001 (115 youth/day), when JDAI began. Since then, however, San Francisco’s ADP has fallen to 74, thanks to a variety of changes designed to limit overrides of the detention risk assessment instrument, reduce detention admissions resulting from probation violations and placement failures, and expedite case processing.
Conclusion

Even after 20 years, the Juvenile Detention Alternatives Initiative continues to grow and expand, reaching an ever-larger swath of the U.S. youth population. Participating sites continue to reduce their detention populations and to intensify their work on combating racial and ethnic disparities, improving conditions of confinement, reducing the number of young people locked in detention due to rule violations and expanding and improving their detention alternatives programming. Increasingly, state governments are embracing their roles as catalysts and facilitators of detention reform, building capacity to encourage and support effective replication of the JDAI model and taking it to scale across their states. Meanwhile, JDAI is expanding its focus to the deep end of the juvenile system — working with local jurisdictions and with states to craft a rigorous and replicable methodology for reducing reliance on correctional incarceration.

Even beyond the specific accomplishments of JDAI sites nationwide, and of the JDAI network as a whole, the Annie E. Casey Foundation is gratified by the larger shift that is currently underway in juvenile justice systems throughout the nation. When Casey was launching JDAI in the 1990s, a punitive law-and-order mentality toward adolescent lawbreaking had gripped the nation. Indeed, this reflexive get-tough, adult-time-for-adult-crime thinking ultimately thwarted success in two of the initiative’s five pilot sites.

Today, juvenile justice systems all across the nation are rethinking their approaches. Bolstered by a wave of new evidence showing that adolescent brains are not fully developed, the U.S. Supreme Court has repeatedly reaffirmed that underage offenders need and deserve a different and more rehabilitative justice system than adults. States have substantially reduced the number of youth incarcerated in juvenile corrections institutions and placed into other residential facilities. And increasingly, governors and state legislators from both political parties are embracing “smart on crime” reforms aimed at limiting incarceration to the most dangerous cases and investing instead in effective community-based treatment and supervision.

While it is not possible to quantify JDAI’s contribution to this trend, there is no question that JDAI has proven a powerful change agent in the many localities where it operates, and in many states. Not only has JDAI narrowed the pipeline into the deep end of the youth corrections system by increasing the number of youth who remain free pending their adjudication hearings, it has also fostered a fundamental philosophical shift in many system personnel, and it has fostered an acute culture change in many juvenile courts and probation agencies.

One staff member in Clark County, Nevada, recently observed that often when a new reform program is implemented, it fizzles out in two or three years and is replaced by the next new initiative. "Usually that’s what happens and you just wait your time through it. But JDAI didn’t do that," this staff member
observed. "And when we saw it was going to stick, you had to get on board and probation officers had to get a new philosophy. So that's probably the biggest thing for us. It stuck and because it stuck we've changed everything in our philosophy in how to do this. There was buy-in, there was no straying from it. There was no deviation."

Speaking to the national JDAI Inter-Site Conference in 2012, the Deputy Director of Juvenile Probation in Harris County, Texas, Tim Broussard, described how JDAI transformed his attitude and that of his colleagues. Prior to JDAI, "We looked upon detention as a good thing for kids," Broussard explained. "I have detained children because they pissed me off, because they failed to understand the seriousness of what they had done to bring them to us, because they cursed their parents in my presence. We sort of treated detention like it was good for kids. We know much differently now."
ENDNOTES


12. Ibid.


15. An Examination of the Juvenile Detention Alternatives Initiative (JDAI), supra note 8.

16. Ibid.
January 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to authorize acceptance of a grant renewal with New York State Office of Children and Family Services and amend the 2019 Department of Children, Youth and Families adopted budget for funding for services involved with the Children's Advocacy Center. The grant award is $188,233 for the term of February 1, 2019 – January 31, 2020.

Additionally, permission is being requested to renew contractual agreements with Albany County Crime Victims & Sexual Violence Center in conjunction with the grant. The agreement with Albany County Crime Victims and Sexual Violence Center will be $41,000 for the same time period. This agreement is not subject to RFP renewal restrictions.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment / Contract Authorization for Child Advocacy Center

Date: 1/4/2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Increase Account/Line No.: A6119 3407
Source of Funds: NYSOCFS
Title Change: Click or tap here to enter text.
CONCERNING CONTRACT AUTHORIZATIONS

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

Renewal
Submission Date Deadline 2/1/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
New York State OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):
Albany County Crime Victims & Sexual Violence Center
112 State Street Room 1100
Albany, NY 12207

Amount/Raise Schedule/Fee: $188,233
Scope of Services: Child Advocacy Center Services

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☑ No ☐
If Mandated Cite Authority:

Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: A6119 3407
Revenue Amount: $116,361
Appropriation Account and Lines:  A6119 4020,4036,4039,4040,4042,4046
Appropriation Amount:  $116,361

Source of Funding – (Percentages)

Federal:  Click or tap here to enter text.
State:  100%
County:  Click or tap here to enter text.
Local:  Click or tap here to enter text.

Term
Term: (Start and end date)  2/1/2019 - 1/31/2020
Length of Contract:  12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number:  18-26, 17-41, 16-555, 15-63, 14-28, 13-16, 12-16, 12-17
Date of Adoption:  2/12/18, 2/13/17, 12/5/16, 2/10/15, 2/10/14, 2/11/13,
2/13/12

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Authorization for Grant Acceptance from the New York State Office of Children and Family Services for funding the Children’s Advocacy Center, Budget Amendment to the 2019 DCYF Adopted Budget, and Contract Authorization with Albany County Crime Victims & Sexual Violence Center

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYSOCFS) for the Children’s Advocacy Center (CAC) and to amend the 2019 adopted DCYF budget to implement the grant. The grant award is $188,233 for the term of February 1, 2019 to January 31, 2020.

In addition, the Department respectfully requests authorization to renew an agreement with Albany County Crime Victims and Sexual Violence Center in conjunction with this grant. The amount of the proposed renewal will be $41,000 for February 1, 2019-January 31, 2020.

The requested budget amendment is for $116,361 and is outlined as attached. The remaining $71,872 involves personnel and fringe related reimbursement to be attained from this grant and was incorporated in the approved 2019 department budget.

In November 2010, the Department for Children, Youth and Families – Children’s Advocacy Center was awarded funding from NYSOCFS specifically for Children’s Advocacy Centers. Since that time, this funding has been utilized to offset salary and fringe of the clerical support person located at the CAC and a Family Advocate position that is staffed by the Albany County Crime Victims and Sexual Violence Center (CVSVC), training for staff, as well as offsetting the County’s cost for office supplies and general services expenditures. In 2018, the Department will utilize this funding in a similar manner to offset salary and fringe of staff persons for the CAC and the Family Advocate position, training for staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the promotion of healthy relationships and the prevention of child abuse and maltreatment. We will also utilize such funds to continue to contract with a Forensic Nurse Practitioner to provide non-emergent medical exams, on site at the Children’s Advocacy Center, of children and youth who are alleged to be the victim of child abuse.

The Mission of the Albany County Children’s Advocacy Center is to minimize trauma to children while providing a coordinated approach to the investigation, prosecution and treatment of child sexual abuse and physical abuse cases and to maximize the effects of interventions for children and their families.

The Family Advocate’s primary role is to offer support to non-offending caregivers in cases of alleged sexual and/physical abuse so that they can act responsibly to protect and support the alleged victim. According to the National Children’s Advocacy Center, the non-offending caregiver is often overwhelmed by a wide range of emotions and pressures. If the child is to be protected and remain in their home, the non-offending caregiver must often choose to support the child in the face of their own denial, that of the alleged abuser, and the denial of family and friends. Combined with the emotional stress is the financial impact caused by sudden separations and the loneliness and isolation often resulting from them. Crime Victim Sexual Violence Center is a community partner with the CAC and this collaboration has enhanced the working relationship that previously existed.
The Albany County Multi-Disciplinary Team is a collaboration of professionals from the various disciplines who investigate, prosecute and treat child victims of sexual and physical abuse in Albany County. The partners include Albany County Department for Children Youth and Families, Albany County District Attorney’s Office, Albany Police Department, Albany County Sheriff’s Office, Altamont Police Department, Bethlehem Police Department, Cohoes Police Department, Colonie Police Department, Green Island Police Department, Guilderland Police Department, Menands Police Department, New York State Police Troop G, Ravena-Coeymans Police Department, Watervliet Police Department, Albany County Crime Victims and Sexual Violence Center, St. Anne Institute, Albany County District Attorney Victim/Witness Specialist Program, Northeast Health, Forensic Nurse Practitioners of Schenectady, and Albany Medical Center.

The Albany County MDT provides coordinated investigations, medical examinations, forensic interviews, advocacy services and therapeutic services to sexually/physically abused children and their families. The Family Advocate assists families to navigate the various systems involved during this crisis in their lives and assists in successful linkages to necessary services and supports.

The Albany County MDT partners are involved in the investigation, legal aspects and delivery of services to child sexual/physical abuse victims and their families.
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January 15, 2019

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

Dear Chairman Joyce,

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

Approval is requested to contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP).

Sincerely,

Michele McClave
Commissioner

cc: Dennis Feeny, Majority Leader
    Frank Mauelio Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 12/21/2018
Submitted By: Joe DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
   New York State Industries for the Disabled
   11 Columbia Circle
   Albany, NY 12203

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

Amount.Raise Schedule/Fee:
   $100,000
Scope of Services:
   Expanded In Home Services to the Elderly Program, Ancillary Laundry
   Services delivered to eligible individuals according to a care plan.

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line: AA6070 01870
Revenue Amount: $100,000

Appropriation Account and Line: AA6070 44425
Appropriation Amount: $100,000

Source of Funding - (Percentages)
Federal: 0
State: 47
County: 53
Local: 0

Term
Term: (Start and end date) 4/1/2019-3/31/2020
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 21
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Approval is requested to contract with the New York State Industries for the Disabled (NYSID) for the provision of laundry services as an ancillary service under the Expanded In Home Services to the Elderly Program (EISEP). Currently EISEP funding is received through the Albany County Department for Aging via NYS funding and will, in part, be utilized to provide these ancillary laundry services. NYSID will subcontract with Plaza Linens to provide the laundry bags, pick up, delivery, cleaning and processing of laundry. The fee will be $24 per bag of laundry, per week, per client ($10 for each additional bag with Albany County Department of Social Services approval).

This expanded service will provide an opportunity for older adults and individuals with disabilities, who are not eligible for EISEP or Medicaid services, to make arrangements directly with Plaza Linens through a private pay option. This will delay or reduce their need to apply for governmental programs, further providing Albany County with some overall savings.

Ancillary services shall be provided only to EISEP clients pursuant to a care plan and expenditures for ancillary services may only be made if no other payment source is available. EISEP home care and ancillary services are provided to eligible persons to allow them to remain in their own home, thus precluding or delaying more costly nursing home care. EISEP services are provided to approximately 221 individuals with 98 clients in the community using Plaza Linens for laundry services.

Albany County is able to contract directly with NYSID as a New York State Preferred Source Vendor without having to
issue an RFP.
January 15, 2019

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

Dear Chairman Joyce,

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

Approval is requested to enter into agreements with NYS approved providers for EISEP and Title XX services. EISEP and Title XX 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.

Sincerely,

Michele McClave
Commissioner

cc: Dennis Feeny, Majority Leader
    Frank Mauriello Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

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

Date: 12/21/18
Submitted By: Joe DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Commissioner Michele McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:

Party (Name/address):
See Attached List

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

Amount/Raise Schedule/Fee: $1,492,000
Scope of Services: Expanded In Home Services to the Elderly Program (EISEP) services delivered to eligible individuals according to a care plan

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.
Justification: (state briefly why legislative action is requested)
Approval is requested to enter into agreements with NYS approved providers for EISEP and Title XX services. EISEP and Title XX 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.

EISEP consumers or their representatives who receive services under the consumer directed in-home services model will have the responsibility for interviewing, selecting, scheduling, training, supervising and dismissing the in-home services worker. Under the Consumer Directed Personal Assistance Program (CDPAP), NYS approved providers will act as fiscal intermediary and paymaster of record for home aides delivering in-home services to EISEP clients. The providers will deliver or arrange for local assistance, quality assurance as well as facilitate peer support for eligible recipients electing to utilize the CDPAP option.

Albany County Department of Social Services (DSS) contracts with all interested & qualified agencies to provide EISEP and/or Title XX services, thus there is no RFP. In addition, New York State Department of Health (NYSDOH) establishes the provider-specific recommended rates allowed for each level of service provision for each provider. The County will use the recommended Medicaid rate as a general rule, however, will not be limited by that rate under extenuating circumstances.

EISEP services are provided to patients in the community under a NYS Office for the Aging Grant. 221 clients are currently being served under the EISEP Program.
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