AGENDA BACK-UP

ALBANY COUNTY LEGISLATURE

FEBRUARY 11, 2019

PART I
LOCAL LAW NO. “U” FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT OF PROPERTY OWNED BY ALBANY COUNTY WITH HUDSON VALLEY WIRELESS, SUBJECT TO THE APPROVAL OF THE ALBANY COUNTY LEGISLATURE

Introduced: 11/13/2018
By Mr. Smith:

BE IT ENACTED by the County Legislature of the County of Albany, pursuant to Section 33 of the Municipal Home Rule Law, as follows:

SECTION 1. Sub-Lease Agreement

Notwithstanding Section 215 of the New York State County Law, the County Executive of Albany County is hereby authorized to enter into a sub-lease agreement with the Hudson Valley Wireless allowing for the placement of high-speed Broadband Internet equipment on real and personal property owned by Albany County, for an original term not to exceed twenty five (25) years, with three (3) successive five (5) year options to renew that will each be subject to the approval by the Albany County Legislature.

SECTION 2. Severability

If any article, section, subsection, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3. Effective Date

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

Referred to Law and Public Works Committees – 11/13/18
LOCAL LAW NO. 0 FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING SECTION 207 OF THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS SUBSEQUENTLY AMENDED RELATING TO COMMISSIONS ON REAPPORTIONMENT

Introduced: 05/31/18

By: Ms. Cunningham, Mr. Crouse, Ms. Willingham, Messrs. A. Joyce, Domalewicz, Fein, Higgins, Ms. Lekakis, Mr. O’Brien, Ms. Plotsky, Messrs. Simpson, Mayo, Reinhardt, Ms. McLean Lane, Messrs. Bullock and R. Joyce

Statement of legislative findings and intent.

The Albany County Legislature hereby embraces the creation of the Albany County Commission on Reapportionment, (the Commission) which will facilitate a non-partisan, independent, inclusive and participatory redistricting process for the County’s legislative redistricting following the next federal census in 2020, and thereafter. Pursuant to law, the County’s legislative districts must be adjusted in accordance with the relative population growth and shifts as indicated in the census to ensure that fair representation for each resident is maintained.

The legislative redistricting process shall be conducted by this independent Commission, which shall be adequately funded to carry out its responsibilities and to hire independent, expert professional staff. Further, the Legislature wishes to tap into the expertise of the newly established Albany County Legislative Black Caucus (adopted as Resolution 125 by unanimous vote of the Albany County Legislature) to facilitate the creation of the Majority Minority District (MMD) Reapportionment Subcommittee, with the purpose of assisting the Commission in providing a laser focus to ensure the fair representation of Albany County minority communities in all aspects of the reapportionment process. It is the intent of the Legislature that the Commission and the MMD Reapportionment Subcommittee shall work collaboratively, in tandem, with a high level of communication and interaction between the two bodies.

The Commission’s members shall not include elected public officials or party officers, family members, legislative staff, or candidates for elective office. The Commission shall be transparent, accountable and function independently, without the undue and improper influence of sitting elected public officials and their representatives. The Commission’s work shall be accomplished through a professional process that invites experts in the areas of redistricting, law, county geography and other important elements that are key to securing a credible, responsive, and accountable redistricting process and outcome.

Pursuant to Sections 10 and 33 of the Municipal Home Rule Law and Section 2702 of the Albany County Charter:

Be it enacted by the County Legislature as follows:
Section 1. The Albany County Charter is hereby amended by deleting the existing Section 207 and adding a new Section 207 to read as follows:

Section 207. Commission on Reapportionment.

A. A Commission on Reapportionment (identified in this local law as "the Commission") shall be established to make recommendations to the County Legislature on whether and how the County Legislature should be reapportioned, when required. Triggering events include, but may not be limited to: (1) upon publication of the results of the federal decennial census for Albany County, (2) upon publication of census tracts and block statistics based upon any federal or special population census taken pursuant to Section 20 of General Municipal Law, and held not more than once every five (5) years, or (3) after any annexation which has the effect of increasing or decreasing the population of any legislative district by more than 10 percent. This process shall occur subsequent to the federal and state reapportionment process, to the extent practicable.

B. Commission Composition

1. The Commission shall consist of nine (9) members who are County residents, registered voters in New York State, but shall not have been in the last four years immediately preceding the creation of the Commission: 1.) a publicly elected official, which shall mean any individual elected to local, county, state or federal office, excluding school board members and library trustees, but including those elected as members of political parties; 2.) a state employee who serves as a political appointee or legislative employee; 3) a political party chairperson or officer. Further exclusions of individuals that may not serve on the Commission are fully identified in Section F.

2. The Commission Members shall be selected to reflect the diversity of the residents of this county with regard to race, ethnicity, gender, language, and geographic residence (including representative of rural/small communities). In selecting Commission Members, the Legislature shall consult with organizations devoted to protecting the voting rights of minority and other populations. These requirements will ensure that the Commission's members are both independent, representative of the County's diverse communities, and sensitive to the critical importance to voters of fair and proper district lines.

C. Majority Minority District Reapportionment Subcommittee – Intent and Functions

1. To ensure that the interests of minority districts are adequately and appropriately incorporated into a redistricting proposal, a special Majority Minority District (MMD) Reapportionment Subcommittee (identified further as the MMD Subcommittee) will be also established that will work collaboratively and in tandem with the Commission. The MMD Subcommittee will be created as a vital component of the Commission's work and efforts and shall make recommendations to the Commission regarding the configuration of minority districts, with the goal of protecting voting rights of minority
residents and ensuring adequate electoral representation of minority residents residing in MMDs. The unique focus of the MMD Subcommittee shall be to ensure the representation of Albany County minority communities in all aspects of the reapportionment process.

2. The MMD Subcommittee shall have the authority and funds to contract its own outside legal/reapportionment consultant.

3. The intent of the work of the MMD Subcommittee shall be to fully examine the issues unique to the MMD communities and their residents and shall be presented for inclusion into the final report of the Commission.

D. MMD Reapportionment Subcommittee Composition, Appointment Process and Function

1. The MMD Subcommittee shall be appointed by the Albany County Legislative Black Caucus (LBC) and shall consist of seven (7) members who are representative of the minority communities represented by the LBC. MMD Subcommittee Members shall be County residents, registered voters in New York State, but shall not have been in the last four years preceding the creation of the MMD Subcommittee: 1.) a publicly elected official, which shall mean any individual elected to local, county, state or federal office, excluding school board members and library trustees, but including those elected as members of political parties; 2.) a state employee who serves as a political appointee or legislative employee; 3.) a political party chairperson or officer. Further exclusions of individuals that may not serve on the MMD Subcommittee are fully identified in Section F.

2. Appointments to the MMD Subcommittee shall be made in the year of the census, after extensive, repeated solicitation by the Albany County Legislature of potential appointees that are knowledgeable, capable, interested and experienced in the reapportionment field. The Albany County Legislature shall use all communication means necessary to educate the public on the Commission and MMD Subcommittee process and need for appointees.

3. After a County-wide solicitation of potential appointees, the Chair of the LBC shall appoint two (2) representatives who shall serve on the MMD Subcommittee and subsequently, the additional Members of the MMD Subcommittee shall be selected by a majority vote of the LBC. In the event that the LBC members cannot agree on any individual member of the MMD Subcommittee, the Chair of the LBC shall make the final selection of the potential candidates under discussion. The MMD Subcommittee shall select its own leadership by voting on a Chairperson at its first meeting.

4. The MMD Subcommittee will be required to hold its own hearings and public forums to collect and consider the inputs from impacted communities, as well as the county communities at large. The subsequent work products of the MMD subcommittee, including the drawing of the maps of the MMD districts, shall be presented for inclusion into the final report of the Commission. The Commission shall, upon the receipt of the report from the MMD, reflect its consideration and prepare a written report to the Legislature that documents its consideration of the recommendations of the MMD Subcommittee prior to the submission of the final report to the Legislature for vote.
E. Commission Membership and Process

1. In the year of the census, the Albany County Legislature shall solicit interest widely throughout Albany County for knowledgeable, interested and capable individuals to serve on the Commission. To encourage interest of the widest possible pool of qualified and knowledgeable individuals, the County Legislature shall regularly use all communication means necessary to solicit interest in serving on the Commission and the MMD Reapportionment Subcommittee. Interested individuals shall provide to a designated County email or mailing address information that shall include but not be limited to: resume, credentials, any relevant expertise in the reapportionment and legal fields, community background and experience and other important information regarding the individual’s capacity and interest in serving on the Commission.

2. It is the intent of the Legislature that because the Commission appointees will reflect a cross section of backgrounds, expertise, interests and credentials, a broad solicitation of diverse individuals is required. The members of the Commission shall reflect the diversity of the residents of Albany County with respect to socio-economic status, race, ethnicity, gender, sexual orientation, and geographic residence, including the representation of rural and small communities.

F. Commission Independence

1. To further ensure that the Commission’s Members are independent, the following individuals shall be removed from the applicant pool:

   a. Within the four years immediately preceding the creation of the Commission, or any subsequent Commissions under this law, or through their term of service on the Commission, neither the applicant, nor a member of his or her immediate family, may have done any of the following:

      (i) Been appointed to, elected to, or have been a candidate for federal, state, county, or local office, excluding school board members, library trustees, and fire commissioners districts;

      (ii) Served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal, state, county, or local office;

      (iii) Served as a paid Congressional or State political appointee or employee of the State Legislature;

      (iv) Been an Albany County employee, or paid consultant;

   b. Staff and consultants to, persons under a contract with, or any person with an immediate family relationship with any county or publicly elected official, excluding school board members, library trustees and fire commissioners, are not eligible to serve as commission members. As used in this subdivision, a member of a person’s “immediate family” is one with whom the person has a bona fide relationship established through blood or legal relation, including spouse, parents, children, siblings, and in-laws.
G. Timing of Commission Appointments

1. All appointments to the Commission or the MMD Reapportionment Subcommittee shall be made in the year of the census, after extensive solicitation of appointees that are expert, knowledgeable and experienced in the reapportionment field. Initial appointments to the Commission from the pool of interested parties gathered in this manner shall represent various geographic areas of the County and must be made by the time the census data becomes available. The 9 (nine) Appointments shall be made to the Commission in the following manner: Three (3) members shall be appointed by the Chairperson of the Albany County Legislature, three (3) members shall be appointed by the Majority Leader of the County Legislature and three (3) members shall be appointed by the Minority Leader of the County Legislature. The Commission shall select its own leadership by voting on a Chairperson at its first meeting.

2. Vacancies in the membership of the Commission shall be filled within thirty days (30) in the manner provided for in the original appointments.

H. Request for Proposal Process

1. The Commission and MMD Subcommittee shall expeditiously issue two (2) Requests for Proposals (RFPs) for map drawing services, one for Majority Minority districts (MMD) and the other for the entirety of Albany County. Together with the Albany County Division of Purchasing, the Committee and Subcommittee shall be empowered to create and draft RFP’s consistent with Article 13 of the Albany County Charter, the Albany County Procurement Policy, and any relevant state or federal laws. Both RFPs (the Commission and the MMD Subcommittee) shall be evaluated based on their ability to produce maps and supporting data, and engage in publicly informed and participatory processes that eventually produce successfully drawn maps that reflect the goals identified in Section I. Out of the RFP Process, the selected entities shall provide map drawing expert resources, modeling of districts, data-driven analysis that shall assist the Commission and MMD Subcommittee in fully understanding and determining the impact of the redistricting process.

I. Compliance and Adherence with Appropriate Federal Laws and Equal Representation Goals

1. The Commission, the MMD Reapportionment Subcommittee, staff and the consultant(s) hired under the RFP shall comply with the requirements of 52 U.S.C. 1001 (Section 2 of the Voting Rights Act of 1965) and in all subsequent relevant statutes and case law.

2. The Commission and the MMD Subcommittee shall be guided by the goal of equal and fair representation of all people in Albany County, consistent with established state and federal law as interpreted by courts of appropriate jurisdiction. Factors to consider include, but shall not be limited to:
a. whether such lines would result in the denial or abridgement of racial or language minority voting rights, and districts shall not be drawn to have the purpose of, nor shall they result in, the denial or abridgement of such rights. Districts shall be drawn so that, based on the totality of the circumstances, racial or minority language groups do not have less opportunity to participate in the political process than other members of the electorate and to elect representatives of their choice;
b. shall minimize population variance, to the extent practicable, among districts in accordance with federal law, but in no instance shall a district’s population exceed 105% or be less than 95% of the ideal district size;
c. each district shall consist of contiguous territory;
d. each district shall be as compact in form as practicable;
e. districts shall be consistent with existing municipal and rural boundaries, and neighborhoods within Albany County; and balance and reasonableness for the diversity of citizens residing in all parts of the County;
f. the places of residence of incumbents or candidates shall not be identified or considered;
g. party registration shall be excluded from the initial phase of the mapping process but may be used to test maps for compliance with the above goals.

J. Commission and MMD Subcommittee Appropriations, Staffing and Operations:

1. In the fiscal year prior to the establishment of the Commission, the Legislature shall appropriate funding for all aspects of the activities of the Commission and the MMD Subcommittee. These funds shall provide for all expenses of the work of the Commission and MMD Subcommittee, funds for the compensation of consultants, and staff, as well as funding for any duties that the County Legislature shall deem necessary to facilitate the performance of the Commission and MMD Subcommittee’s duties identified in this Local Law. The Commission and MMD Subcommittee shall establish clear criteria for the securing and overseeing of staff and consultants, communications protocols and processes, and a code of conduct. The Commission shall apply the conflicts of interest listed in subdivision F to the hiring of staff to the extent practicable. The Commission shall require that legal counsel hired by the Commission have demonstrated and extensive experience and expertise in reapportionment processes, and in the implementation and enforcement of the federal Voting Rights Act of 1965 (42 U.S.C. Sec. 1971 et seq.).

2. Commission and MMD Subcommittee members and staff shall exercise the highest standards of conduct, and disclose to Commission/MMD Subcommittee colleagues substantive communications with publically elected officials, staff and other public officials that occur outside public hearings or meetings of the Commission and MMD Subcommittee.

3. The Commission and the MMD Subcommittee will work in a process that allows for timely input from the County Legislature and its members and allows for the maximum amount of public participation, engagement, and comment. The Commission and the MMD Subcommittee will be committed to full transparency and accountability including the timely posting of its meetings, agendas, minutes, data and any relevant reports or information that is included in the body of work of the Commission and the MMD
Subcommittee.

4. All meeting minutes, notes, documents, reports, and any work product of the Commission and MMD Subcommittee shall be maintained and preserved as official documents of the reapportionment process and housed by the Office of the Clerk of the Albany County Legislature. The Commission and MMD Subcommittee will work collaboratively and closely together, with full discussion and dialogue taking place between the two structures. The Commission and MMD shall have the authority to solicit information and expert opinion from government agencies and staff as they see fit.

K. Commission and MMD Reapportionment Subcommittee Hearings/Public Comment Periods and Public Access to Information:

1. During the preparation of the redistricting plan, the Commission working closely and in collaboration with the MMD Subcommittee shall conduct not less than four (4) public hearings throughout the County. The MMD Subcommittee shall be empowered to hold its own public hearings for additional community input. These public hearings shall be publicized widely, with ample notice to ensure the maximum level of citizen participation and engagement. The purpose of the public hearing process is to promote a high level of understanding of the process and its implications to the public, to provide expert presentations and access to Commission and MMD leaders, staff and consultants, allow for ample public comment, and to communicate the process of the reapportionment process to the public. All public hearings should be publicized and information about the meetings should be widely disseminated. The Albany County website shall be the venue for the distribution and publication of all information regarding the work of the Commission and MMD Subcommittee.

2. The Commission and the MMD Subcommittee shall make available to the public, on the Albany County website and through electronic media efforts, any draft redistricting plans and concepts, relevant data, and related information, except that information which is protected by law, privileged information or otherwise deemed confidential. Such plans, data, and information shall be in a form that allows and facilitates their use by the public to review, analyze, and comment upon such plans. The Commission can adjust its redistricting outline based on input received from the public. Prior to the final redistricting plan being presented for adoption by the Legislature, the Commission shall conduct an additional and final public hearing to ensure that the residents of Albany County have ample opportunity to understand, provide comment and feedback on the final report. The Commission shall report the findings of all public hearings in a written report to the legislature upon submission of the final redistricting plan.

L. Final Report of the Commission

1. The Commission shall submit its final report in the form of a proposed local law to the Clerk of the County Legislature within thirty (30) days after the final report is completed for distribution to the members of the Legislature.

2. No later than 30 days after receiving the final report, the Chairperson of the County Legislature shall submit to the County Legislature consider the recommendations included in the Commission's final reapportionment report in the form of a proposed
local law. The County Legislature may and by a majority vote of the whole number of its members choose to adopt such proposed local law the Commission’s report on legislative districts. Should the final report be rejected by the Legislature fail to adopt the Commission’s report on legislative districts at such time, If such proposed local law is not adopted, the Commission shall be empowered to continue its work through subsequent amendment processes to ensure legislative passage and enactment in a timely manner. The Legislature may provide feedback and recommendations to the Commission in order to assist the Commission in providing an updated reapportionment report. The revised report shall be submitted and subsequently introduced in accordance with the requirements of Section L (1) and (2) respectively. The County Legislature shall consider the recommendations included in any updated report. The Commission and its MMD Subcommittee shall be discharged upon the successful conclusion of the Albany County Reapportionment process.

M. Effective Date

1. This Local Law shall take effective immediately upon filing with the Secretary of State. Pursuant to Municipal Home Rule Law Section 33, this Local Law, amending the present Albany County Charter shall not become operative unless and until this Local Law is approved by the duly qualified voters of Albany County in the manner prescribed by law at the general election of November 5, 2019.
December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests the approval to purchase a new telephone communication system through CORE BTS, Inc.

The cost of all equipment which will include the mainframe, stacking modules, licenses, delivery, installation and education will be $219,285.45.

This telephone replacement system is part of our renovation plan and will be included in our Capital Reimbursement Request to the New York State Department of Health.

We respectfully request approval of this purchase.

Sincerely,

Larry I. Slatky
Executive Director

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):
CORE BTS to install a new telephone communication system

Date: December 14, 2018
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry I. Slatky
Attending Meeting: Larry I. Slatky

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):
CORE BTS, Inc.
3 Tallow Wood Drive
Suite F
Clifton Park, New York 12065

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

Amount/Raise Schedule/fee: $219,285.45
Scope of Services:
To install a Cisco Business Edition 6000M telephone system that will include a stacking module, main frame, network catalyst 9500, wall mounts, Cisco UC phone 7800, wireless telephones, expansion module, transceiver, licenses, delivery, installation and education. See Attachment for Specifics.

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

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: HNN 5
Appropriation Amount: $219,285.45

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

Term
Term: (Start and end date) 1/1/2019 - 11/31/2020
Length of Contract: 24 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: 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)
Albany County Nursing Home is renovating the existing nursing home and this telephone replacement is part of the overall plan to upgrade existing equipment. This replacement telephone system will be integrated with IT located at 112 State Street.
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December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests to amend its existing contract with Point Click Care (PCC).

Part of the Electronic Medical Record software purchased from PCC allows Albany County Nursing Home to transfer, as per regulation, medical record information. This purchase could not be made earlier since the connectivity was not available. This interface, called HIXNY, will cost a total amount of $9,031.05 and will end at the same time as the PCC contract, which is November 30, 2022.

We respectfully request the approval of this contract amendment.

Sincerely,

Larry I. Slatky
Executive Director

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):
Point Click Care Installation of the Health Information Exchange Smart Connection HIXNY

Date: December 14, 2018
Submitted By: Larry I. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry I. Slatky
Attending Meeting: Larry I. Slatky

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):
  Point Click Care
  5570 Explorer Drive
  Mississauga, ON L4W OC4
  Canada

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

Amount.Raise Schedule/Fee:  $9031.05
Scope of Services:
  Point Click Care is our Electronic Medical Record Company and as
  required by regulation medical record information will be shared through an interface called HIXNY. PCC will maintain
  and install this software.

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

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

Appropriation Account and Line: 44069
Appropriation Amount: $9031.05

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

Term
Term: (Start and end date) 1/1/2019 - 11/30/2022
Length of Contract: 47 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☐

Previous requests for identical or Similar Action:
Resolution/Law Number: 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)
At the time, we entered into contract with Point Click Care this software, technology and connectivity was not available. Since it is a requirement of participation with other health care entities, we must install and maintain, to enable the sharing of health care information.
### Monthly Quote/Order Form

**Quote Title**  
HIE - HIXNY

<table>
<thead>
<tr>
<th>Date</th>
<th>8/10/2018</th>
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<tr>
<td>Quote #</td>
<td>82420</td>
</tr>
<tr>
<td>Expected Billing Date for First Facility</td>
<td>Within 3 months of Project Commencement Date</td>
</tr>
<tr>
<td>Project Commencement Date</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>Expires</td>
<td>9/30/2018</td>
</tr>
<tr>
<td>Sales Rep.</td>
<td>Taylor Brown</td>
</tr>
<tr>
<td>Shipping Code (2)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Description</th>
<th>Bad/Cty.</th>
<th>Net.CRD</th>
<th>Net.List Pct.</th>
<th>Tax</th>
<th>Monthly Rate</th>
</tr>
</thead>
</table>
| Health Information Exchange SmartConnection Subscription | Albany County Nursing Home - SNF alb-o-1  
The Health Information Exchange SmartConnection enables sharing of information between PointClickCare and a Health Information Exchange Organization, such as an ACO or HIE. | 259 | $0.0252 | 0.7586 | Yes | $192.15 |

**Terms:**  
1. Contract: This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement. This Quote/Order Form is not an invoice.  
2. SmartPath Collection Fees: Customer selecting PointClickCare's SmartPath service are required to pay the SmartPath Collection Fee, due and payable upon Customer's acceptance of this Quote/Order Form. The SmartPath Collection Fee is not an Customer's Professional Services Quote/Order Form.  
3. Start Date for Billing - Care Subscription: In respect of each Customer facility, the Start Date is the End Date of the month following the end of the month in which Customer's first payment for the Project is due.  
4. Start Date for Billing - Additional Work: In respect of each Customer facility, the Start Date is the End Date of the month following the end of the month in which Customer's first payment for the Project is due.  
5. Taxes: All prices exclude federal and state or provincial sales, usage, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalties by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.  

Customer understands and agrees that any and all failures to meet deadlines and/or project milestones communicated in the by PointClickCare and continuing for the duration of the implementation, Customer agrees and shall not use commercially reasonable efforts to complete all tasks relating to implementation in a linear manner, and further acknowledges and agrees that the start date for billing for the first facility or project implemented, as applicable, will be within the number of months from the Project Commencement Date as noted above (the "Expected Billing Start").  

**Quote Validity Period:** If applicable, the Quote/Order Form must be signed and returned to PointClickCare in advance of the Early Date noted above. Upon execution, the then current pricing shall be applied and any Quote/Order Form shall be generated upon request. Following the Customer's acceptance of this Quote/Order Form, if the Project Commencement Date or the Expected Billing Start Date is delayed by more than 3 months, provided such delay is not caused by PointClickCare, or if Customer customer options vary on the Implementation for more than 3 months, PointClickCare may cancel this Quote/Order Form and/or adjust pricing for the project on this Quote/Order Form in its then current prices.  

For greater clarity, this does not apply to Billing of professional services fees, which is addressed on Customer's Quote/Order Form for Professional Services.

**Signature:**

**Date:**

**Printed Name:**

**Printed Title:**
December 14, 2018

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

The Albany County Department of Residential Health Care Facilities respectfully requests permission to apply for a grant as a DSIRIP Partner with Albany Medical Center through Better Health for Northeast New York (BHNYY).

If this grant is approved, we will enter into a contract with BHNYY that will permit, through this grant, a full time Registered Nurse to work with our Social Work department to improve communication between the nursing home, the Medical Center and home care, as may be required, to reduce hospital readmissions. It is expected that the grant for this new position, once approved, will be for a twelve (12) month period and will be totally funded by BHNYY. If the grant is not continued, this position will be eliminated.

We respectfully request that we be permitted to apply for this DSIRIP grant.

Sincerely,

Larry I. Slatky
Executive Director

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

Description (e.g., Contract Authorization for Information Services): Better Health for Northeast New York DSRIP Grant Request

Date: December 14, 2018
Submitted By: Larry L. Slatky
Department: Albany County Nursing Home
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry L. Slatky
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)

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
File #: TMP-0542, 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 12/1/2018
☐ 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):
Better Health for Northeast New York
1275 Broadway
Albany, New York 12204

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services:
To receive grant-funding support to Albany County Nursing Home for a Registered Nurse position in our Admissions Department. This program is part of BHNYY/DSRIP and if approved the goal would be to improve the overall quality of health care across the continuums of care. This will include Transitions of Care, improvement of inter-facility communication and reduction of hospital re-admissions.

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

CONCERNING ALL REQUESTS

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

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

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

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

Term
Term: (Start and end date) 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: 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)
If approved for the grant Albany County Nursing Home through the DSRIP program will work with Albany Medical Center to provide a better coordination of services back to the community to reduce hospital re-admissions.
December 11, 2018

To Whom It May Concern:

The purpose of this letter is to make a formal request for consideration to grant funding support to ALBANY COUNTY NURSING HOME (ACNH) for a Registered Nurse position in the Admissions Department.

BACKGROUND:

ACNH participates with BHNKY/DSRIP, with the mutual interest and goal of improving overall quality of healthcare services across continuums of care. This includes "Transitions of Care", improvement of inter-facility communication, and specific to our Long term Care Facility, hospital re-admissions.

We are a licensed, 250-bed capacity long term care facility, currently with an average census of 200 filled beds. We have a 40-bed unit dedicated to rehabilitation stays, with a strong Rehabilitation Department. We have one, full time Admissions Coordinator, who is non-clinical, and does not have nursing staff dedicated to assist in our admissions process. We are looking to help alleviate this burden, in order to allow for more screenings to take place and to allow improved streamlining of this process. Our 2018 YTD monthly average, house-wide hospital transfer rate for "All payer, all cause" equals 2.1/1000 resident days. This is acceptable for our number of total filled beds. The majority of our residents are dual eligible or Medicare only. However, our percentages of less-than-thirty-day hospital transfers,( a BHNNY data point), are higher than our facility benchmarked goal, due to our small denominator of residents with only Managed Medicaid, Medicaid, and those with un-insured status. As a county facility with limited resources, we are looking for additional funding which would assist us with our improvement goals. I, as the Medical Director, am now providing full-time attention to the overall improvement at ACNH. One of the goals includes our vision of improving hospital-to-facility and facility-to-community discharges and transitions of care. We are currently undergoing an approximate 80 million dollar renovation project, with the majority of our future beds allocated to private rooms with individual private bathrooms. In addition to our growing rehabilitation department, and as a specialist in Internal Medicine and Medical Nutrition, my plan is to offer a five-to-ten bed unit dedicated to Total Parenteral Nutrition (TPN). This will be unique to the Capital District.
Sunnyview Rehabilitation Center in Niskayuna has been the only local facility who has provided that service in the past. We have a new Administrative Team, and under our current leadership, we were recently awarded The Bronze National Quality Award from the American Healthcare Association and National Center for Assisted Living.

We hope to continue with our efforts at growth and success, and seek a stronger partnership with BHNNY to achieve that end. We determined that our next step has to be alleviating our obstacles and burdens, by developing a stronger, more efficient admissions process. The funding will provide the necessary support to complete our need for a fully dedicated Admissions Clinical Team. As previously mentioned, currently our Admissions Coordinator is burdened with patient’s record reviews, which impinges on her ability to capture more screenings. A registered nurse, dedicated to admissions will therefore be able to perform a more comprehensive review of patient’s clinical data. This is an essential part of ensuring that patients are placed appropriately in our facility, with the aim of providing the best possible quality of care. Our anticipated outcome is to further reduce hospital transfers.

To that end, we are submitting this formal request for your consideration. We appreciate this opportunity very much.

Respectfully submitted,

Larry Slatky, LNHA
Executive Director, Albany County Nursing Home

Vanessa Denning, MD
Medical Director, Albany County Nursing Home, CQAC

Laura Vartanian, RN
Assistant Administrator, Albany County Nursing Home, CCCM
January 3, 2019

Hon. Andrew Joyce, Chair  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

RE: Request for Legislative Action

Dear Chairman Joyce:

The Albany County Department for Aging is requesting Legislative authorization to enter into and execute a contract with the Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

In September of 2018, the Erie County Dept. of Senior Services and the Albany County Dept. for Aging were awarded a federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing this program. This is a two-year program with a total award amount of $500,000. Albany County will receive $125,000 for each of the two years. The initial term of this agreement is 9/1/2018 – 8/31/2020 and requires a 25% local match.

Grant Award Amount - $250,000.00  
Grant Program Term – 9/1/2018 – 8/31/2020  
Funding Source(s) – 75% Federal ($250,000)  
25% County ($83,333.33)

Budget Amendment – XXX  
Revenue Account – Aging – A6772.X.XXXX

Thank you in advance for your consideration of this request and please feel free to contact our office with any questions.

Respectfully,

Deborah C. Riitano  
Commissioner
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into an agreement with Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

Date: January 3, 2019
Submitted By: Scott Siegel
Department: Department for Aging
Title: Deputy Commissioner
Phone: 518 447 7195
Department Rep.:
Attending Meeting: Deborah C. Riitano

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
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):
Erie County Department of Senior Services

Additional Parties (Names_addresses):
95 Franklin Street, Rm 1328
Buffalo, NY 14202

Amount.Raise Schedule/Fee: $250,000.00
Scope of Services:
The Albany County Department for Aging is requesting Legislative authorization to enter into and execute a contract with the Erie County Department of Senior Services regarding the piloting of a Restaurant Congregate Dining Program.

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

CONCERNING ALL REQUESTS:

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.
In September of 2018, the Erie County Dept. of Senior Services and the Albany County Dept. for Aging were awarded a federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing this program. This is a two-year program with a total award amount of $500,000. Albany County will receive $125,000 for each of the two years. The initial term of this agreement is 9/1/2018 - 8/31/2020 and requires a 25% local match.
NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
42 USC 5001 et seq.

Department of Health and Human Services
Administration For Community Living
AOA Innovations in Nutrition Programs and Services
Switzer Building 330 C Street, SW
Washington, DC 20201-0003

Title of Project (or Program)
Senior Restaurant Dining Pilot Program

Grantee Name and Address
ERIE COUNTY
Alternate Name: Erie County d/b/a Department of Senior Services
95 Franklin St Rm 1144
Buffalo, NY 14202-3525

Grantee Project Director
Mr. Daniel Stecc
95 FRANKLIN ST Rm 1603
BUFFALO, NY 14202-3525
Phone: 7165556670

Federal Project Officer
Mr. Phaneque Sproolls
330 C Street SW Rm 113A
Administration for Community Living
Washington, DC 20201-1401
Phone: 202-795-7443

All Amounts are Shown in USD

11. Approved Budget (Excludes Direct Assistance)
II. Total Project Costs Including Grant Funds and All Other Financial Participation

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<td>b. Fringe Benefits</td>
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<td>c. Total Personnel Costs</td>
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<td>d. Equipment</td>
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<td>e. Supplies</td>
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<td>f. Travel</td>
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<td>h. Other</td>
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<td>n. Non-Federal Share</td>
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12. Award Computation

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</tr>
<tr>
<td>2022</td>
<td>250,000.00</td>
</tr>
</tbody>
</table>

13. Total Federal Funds Awarded to Date for Project Period | $250,000.00

14. Recommended Future Support

Subject to the availability of funds and satisfactory progress of the project.

15. Program Income Shall Be Used in Accordance with One of the Following Alternatives:

a. Capital Improvement
b. Additional Costs
c. Equipment and Supply

d. Other Research (Ad Hoc Research)
e. Other (See Remarks)

16. This Award is Based on the Application Submitted to, and as Approved by, the Federal Awarding Agency in the Above Titled Project and is Subject to the Terms and Conditions Incorporated Either Directly or by Reference in the Following:

a. The Grant Program Regulations
b. This Award Notice

c. Federal Administrative Requirements, Cost Principles and Audit Requirements Applicable to this Grant

In the event there are conflicting or otherwise inconsistent policies applicable to this grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees which funds are drawn on or otherwise obtained from the grant payment system.

Remarks (Other Terms and Conditions Attached) - Yes (X) No

This action is issued as a new award for the period identified in box 7., and federal amount on line 12d.

Grants Management Officer: William Kim, Senior Grants Management Specialist
ERIE COUNTY DEPT. OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Innovations in Nutrition

2. BUDGET CATEGORY DESIGNATION: INNU

3. CONTRACT PERIOD: From September 1, 2018 to August 31, 2020

4. TOTAL AMOUNT OF CONTRACT: $250,000

5. ORGANIZATION:

   Name: Albany County (on behalf of the Albany County Department for Aging)

   Mailing Address: 162 Washington Avenue
                    Albany, New York 12210

   Office Phone: (518) 447-7195

   Federal I.D. No.: 

   Executive Director/Administrator: Scott A. Siegel, Executive Deputy Commissioner

   Email: Scott.Siegel@albanycountyny.gov

6. PROGRAM CONTACT:

   Name, Title: Scott A. Siegel, Executive Deputy Commissioner

   Mailing Address: 162 Washington Avenue
                    Albany, New York 12210

   Office Phone: (518) 447-7195

   Email: scott.siegel@albanycountyny.gov

Rev. 11/14/18
January 3, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Peter Young Industries, to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit.

The Contractor delivered 36,588 meals within the Colonie, Arbor Hill and Guilderland. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand which is within budget. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 6333 Hot Meals at $8.95/meal – totaling $56,680.35, 868 Cold Meals at $6.77/meal - $5,876.36, 2730 Frozen Meals at $8.95/meal - totaling $24,433.50, and 294 shelf stable meals at $5.25/meal totaling $1543.50, adding an additional $88,533.71 to their 2018 Contract.

Amendment Amount - $88,533.71
Funding Source – 90.84%-Federal, 9.16%-County
Revenue Account – Aging-AA6772, 04775, 04778

Contract Term – 1/1/2018 – 12/31/2018
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with The Peter Young Industries, Inc. for the provision of additional Home Delivered Meals.

Date: 12/27/2018
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah Ritalano

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
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):
  Peter Young Industries

Additional Parties (Names_addresses):
  575 Broadway Menands, New York 12204

Amount.Raise Schedule.Fee:
  $88,533.71

Scope of Services:
The Albany County Department for Aging is requesting legislative
approval to amend contract with Peter Young Industries for the provision of additional Home Delivered Meals for older
adults in specified zone(s) within Albany County.

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 ☐
File #: TMP-0552, Version: 1

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: 04775
Revenue Amount: $72,962.51
Revenue Account and Line: 04778
Revenue Amount: $7,464.25

Appropriation Account and Line: 44453
Appropriation Amount: $88,533.71

Source of Funding - (Percentages)
Federal: 90.84%
State: Click or tap here to enter text.
County: 9.16%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 - 12/31/2018
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: 28
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The ACDFA is requesting contract authorization to amend contract with Peter Young Industries to provide additional home delivered meals to eligible seniors in Albany County. The Contractor delivers meals that meet the nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council, and the quantities determined by the Albany County Central Assessment Unit. The Contractor delivered 36,588 meals within the Colonie, Arbor Hill and Guildersland zone. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand which is within budget. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 6333 Hot Meals at $8.95/meal - totaling $56,680.35, 868 Cold Meals at $6.77/meal - $5,876.36, 2730 Frozen Meals at $8.95/meal - totaling $24,433.50, and 294 shelf stable meals at $5.25/meal totaling $1543.50, adding an additional $88,533.71 to their 2018 Contract.
January 3, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Senior Projects of Ravena (Ravena), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit.

The contractor delivered 16,059 meals within the Ravena, Coeymans and South Bethlehem zone. The demand for home delivered meals in the contractor’s service area has exceeded its contracted amount. Additional funding is required to cover this demand which is within our anticipated budget. This amendment will increase the number of home delivered meals by; 3576 hot meals at $8.73/meal - totaling $31,218.48 and 59 shelf stable meals at $5.25/meal - totaling $309.75, 357 cold meals at $6.01/meal - totaling $2,145.57, ineligible hot meals by 16 at $8.73/meal totaling - $139.68, ineligible cold meals by 9 units at $6.01/meal totaling - $54.09 for a grand total of an additional $33,867.57 to their 2018 contract.

Amendment Amount - $33,867.57
Funding Source - 90.86%-Federal, 9.14%-County
Revenue Account – Aging-AA6772, 04777, 04778

Contract Term – 1/1/2018 – 12/31/2018
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Senior Projects of Ravenna for the provision of additional Home Delivered Meals.

Date: 12/27/2018
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah Rittano

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
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):
Senior Projects of Ravena

Additional Parties (Names/addresses):
9 Bruno Boulevard  Ravena, New York 12143

Amount/Raise Schedule/Fee: $33,867.57
Scope of Services: The Albany County Department for Aging is requesting legislative approval to amend a contract with Senior Projects of Ravena for the provision of additional Home Delivered Meals for seniors in specified zone(s), within Albany County.

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: 04777
Revenue Amount: $27,585.07

Revenue Account and Line: 04778
Revenue Amount: $2,914.16

 Appropriation Account and Line: 44453
Appropriation Amount: $33,867.57

Source of Funding - (Percentages)
Federal: 90.86%
State: Click or tap here to enter text.
County: 9.14%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 - 12/31/2018
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: 29
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The ACDFPA is requesting legislative authorization to amend our 2018 contract with Senior Projects of Ravena to provide additional home delivered meals to eligible seniors in Albany County. The contractor delivered 16,059 meals within the Ravena, Coeymans and South Bethlehem zone. The demand for home delivered meals in the contractor's service area has exceeded its contracted amount. Additional funding is required to cover this demand which is within our anticipated budget. This amendment will increase the number of home delivered meals by 3576 hot meals at $8.73/meal - totaling $31,218.48 and 59 shelf stable meals at $5.25/meal - totaling $309.75, 357 cold meals at $6.01/meal - totaling $2,145.57, ineligible hot meals by 16 at $8.73/meal totaling - $139.68, ineligible cold meals by 9 units at $6.01/meal totaling - $54.09 for a grand total of an additional $33,867.57 to their 2018 - contract.
January 3, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend the contract with Senior Services of Albany (SSA), to provide additional Congregate Meal Services to older adults who reside within Albany County and meet specific criteria as required by Albany County and NYSOFIA.

Senior Services of Albany provide congregate meal services to older adults at the following eight (8) locations, Westview Apartments, South Mall Towers, Cohoes Multi-Service Senior Center, Watervliet Senior Center, Helderberg Senior Center, Frank Chapman Memorial Institute, St. Vincent Apartments, and Ohav Sholom Apartments. The Contractor has requested an additional 3,339 congregate meal units at $10.00/meal totaling an additional $33,390.00 at their eight (8) congregate locations.

Amendment Amount – $33,390.00
Total Contract Amount - $328,290.00
Contract Term – 1/1/2018 – 12/31/2018
Funding Source – 77% - Federal, 23% - County
Budget Amendment – No
Revenue Account – Aging – AA6772, 04777, 04778

Respectfully Submitted,

Deborah C. Riitano
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Senior Services of Albany for the provision of additional congregate meals.

Date: 01/03/2019
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Deborah Riitano
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
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):
   Senior Services of Albany
   32 Essex Street
   Albany, New York 12206

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

Amount/Raise Schedule/Fee:  $33,390.00
Scope of Services:  Senior Services of the Albany Area provides Congregate Meals for seniors living in Albany County at the following established congregate meal sites: Westview Apartments, South Mall Towers, Cohoes Multi-Services Senior Center, Watervliet Senior Center, Helderberg Senior Center, Frank Chapman Memorial Institute, St. Vincent Apartments and Ohav Sholom Apartments.

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: 04777
Revenue Amount: $25,710.30

Revenue Account and Line: 04778
Revenue Amount: $7,679.70

Appropriation Account and Line: 44046
Appropriation Amount: $33,390.00

Source of Funding - (Percentages)
Federal: 77%
State: Click or tap here to enter text.
County: 23%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 to 12/31/2018
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: 33
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

Requesting authorization to amend the contract with Senior Services of Albany to provide additional congregate meals services to seniors in Albany County. The Contractor provides meals that meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council. The Contractor has requested an additional 3339 congregate meal units at $10.00/meal totaling an additional $33,390.00 to the $294,900.00 2018 contract at their eight (8) congregate locations. Amended contract amount, $328,290.00.
January 3, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a contract with Access Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes: Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services:

The brokerage services will include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Due to limited funding, we will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.

Contract Amount: $580,000.00
Contract Term: 1/1/2019 -12/31/2019
Funding Sources: State – 61%, Federal – 18%, County – 21%

Respectfully,

Deborah C. Riitano
Commissioner

Cc: Hon. Dennis Feeney, Legislative Majority Leader
Hon. Frank Mauriello, Legislative Minority Leader
Kevin Cannizaro, Legislative Majority Counsel
Arnis Zilgme, Legislative Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into an agreement with Access Transit, Inc. (CDTA) to provide transportation services for older adults in Albany County

Date: 10/23/2018
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Deborah Riitano
Attending Meeting: 

Purpose of Request:

☐ Adapting 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) 

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
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):
Access Transit, Inc. (CDTA)

Additional Parties (Names/addresses):
85 Watervliet Avenue Albany, New York 12206

Amount/Raise Schedule/Fee: $580,000.00
Scope of Services: Transportation services to be provided to eligible seniors will include; 1.) Receipt and disposition of all appropriate transportation requests for eligible individuals using a reservation, scheduling and routing system. 2.) Management of all designated transportation services, including functions associated with recruiting, entering into subcontracts with transportation vendors. 3.) Financial negotiations, reconciliation and reimbursement of trips related to ACDDA transportation and vendors. 4.) Coordination of services designed to deliver quality transportation at the most appropriate level of need and most economical cost. 5.) Analysis and report of transportation service utilization trends and factors, including utilization by geographic zones and by mode of transportation.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.
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: 03782
Revenue Amount: $449,485.00

Revenue Account and Line: 03787
Revenue Amount: 16,926.00

Revenue Account and Line: 04773
Revenue Amount: $113,589.00

Appropriation Account and Line: 44046
Appropriation Amount: $580,000.00

Source of Funding - (Percentages)
Federal: 18
State: 61
County: 21
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2019 to 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: 441
Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The Albany County Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors age 60 and older. Due to limited funding, we will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation. In order to be eligible for the transportation services you must be an; Albany County Resident, Age 60 and over and, not have access to other means of
transportation. The following are considered vital destinations; Dialysis, Medical Appointments, Adult Day Programs, Congregate Meal Sites, Grocery Shopping and/or Food Pantry, Pharmacy Visits.
January 3, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services.

The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible seniors. This Amendment, to the prior approved Access Transit Contract for $500,000.00, increases the contract amount $27,853.68 which is available in the 2018 budget totaling $27,853.68  ACDFA will ensure that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.

Respectfully,

Deborah C. Riitano
Commissioner

Cc: Hon. Dennis Feeney, Legislative Majority Leader
    Hon. Frank Mauriello, Legislative Minority Leader
    Kevin Cannizaro, Legislative Majority Counsel
    Arnis Zilgme, Legislative Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to amend contract with Access Transit, Inc. (CDTA) who provide transportation services for older adults in Albany County.

Date: 1/3/2019
Submitted By: Patrick Dillon
Department: Department for Aging
Title: Contract Administration
Phone: 518 447 7733
Department Rep. Deborah Riitano
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
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 Terms/Conditions:

Party (Name/address):
Access Transit, Inc. (CDTA)

Additional Parties (Names/addresses):
85 Watervliet Avenue Albany, New York

Amount/Raise Schedule/Fee: $27,853.68
Scope of Services:
The Department for Aging (DFA) requests legislative approval to amend the contract with Access Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County.

Bond Res. No.: Click or tap to enter text.
Date of Adoption: Click or tap 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: 03782
Revenue Amount: $27,853.68

Appropriation Account and Line: 44046
Appropriation Amount: $27,853.68

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 75
County: 25
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2018 to 12/31/2018
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: 441
Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (CDTA) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to seniors that qualify for CDTA STAR Services.

The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible seniors. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible seniors. This Amendment, to the prior approved Access Transit Contract for $500,000.00, increases the contract amount $27,853.68 which is available in the 2018 budget totaling $527,853.68 ACDFA will ensure
that available resources are prioritized to provide vital transportation services to seniors that do not have access to other means of transportation.
December 04, 2018

Mr. Douglas A. Bullock
Chairman, Mass Transit Committee
Albany County Legislature
Albany County Office Building – 112 State Street, Room 710
Albany, NY 12207

RE: Request for Legislative Action

Dear Mr. Bullock:

Enclosed you will find the grant application for a capital improvement project at the South Albany Airport located at 6 Old School Road in Selkirk, NY.

NYSDOT has awarded the South Albany Airport Corp. a grant to construct T-Hangar unit, maintenance hangar, taxi lane extension, and expansion of the web-based security system and security fence/access road upgrades at the airport.

The project will be funded by the Aviation Capital Grant Program and matching funds from South Albany Airport Corp. The project does not include any funding from Albany County. One requirement of the NYSDOT grant is to obtain an endorsement for the project in the form of a resolution from the governing body of the county in which the airport is located.

I respectfully request that this project be placed on the agenda of the January 05, 2019 meeting of the Mass Transit Committee. I also respectfully request that the resolution for this project be placed on the February 12, 2019 agenda of the Legislative meeting.

Please contact me at 281-5430 if you have any questions or if you require any additional information.

Sincerely,

Ted Zabinski
President, South Albany Airport Corp.
Aviation Capital Grant Solicitation

Application Instructions

NOTE:
In order to maximize the functionality of the PDF fillable Application Form, you will need Adobe Acrobat Pro or Standard and Adobe Reader 9 or higher. Please print a copy of the completed application for your records prior to your electronic submission of the Application.

APPLICATION GUIDELINES:

Prior to completing this form, please review the Notice of Funding Availability at www.dot.ny.gov/aviationgrants.

REQUIRED FIELDS:

Fields identified with an asterisk are required fields. You will not be able to submit the form without providing a response to these questions.

FILE ATTACHMENTS:

Based on your answers to the Threshold Questions in the application, you may be required to submit a completed Smart Growth Questionnaire for each project application. If required, the Questionnaire should be submitted via email on the same day you submit your application. Any other optional attachments should be of common business formats, e.g. PDF, JPG, MS Word, MS Excel. There is a limit of 20 MB on file size for attachments. Large attachments may be emailed directly to aviation@dot.ny.gov prior to the application deadline below. Be sure to include the airport name and Short Title of your application in the subject line of the email when submitting the Smart Growth Questionnaire or if submitting large attachments separately. Materials received after the application deadline will not be considered in the evaluation of your application.

SUBMITTING YOUR APPLICATION:

To complete the application, you will be asked for a digital signature. Before signing the form, be sure to print a copy for your records. Entering your digital signature in the form locks all of the fields above the signature line in the application.

When the entire form is complete, select the “Submit” button at the bottom of the last page to automatically create an e-mail message. Your Application will be attached to this email. Using your email utility, you may also attach optional material to the email message. Your must hit “Send” on the e-mail to submit the Application.

If you receive an error message that at least one required field was empty upon submission, you may remove your digital signature by clicking the right button on your mouse and selecting “Clear Signature.” This allows you to enter re-information in those required fields and to correct any errors. The document will need to be re-signed before it can be submitted.

All applications must be received by May 2, 2017. Questions may be addressed to:

Aviation Bureau
New York State Department of Transportation
50 Wolf Road, Albany, New York 12232
(518) 485-7691
aviation@dot.ny.gov
PART A: SHORT PROJECT TITLE AND DESCRIPTION

*SHORT TITLE OF PROPOSED PROJECT (75 characters)
Security and Sustainability Improvements:

*SHORT PROJECT DESCRIPTION: Provide a description of what will be constructed and the beneficial outcomes of the project. (No more than 300 characters.)
The improvements include construction of 8 to 10 T-Hangar units and 1 large aircraft maintenance hangar, taxi lane extension to enable aircraft access to developable on-airport acreage, expansion of the web based security camera system, and security fence/access road upgrades.

PART B: APPLICANT INFORMATION

* OWNER NAME:
South Albany Airport Corp.
DBA: South Albany Airport

*Address: 1
6 Old School Road
Address 2:

*City: Selkirk
*State: NY
*Zip Code: 12158

*Phone #: (518) 281-5430
Fax Number: (518) 767-9189
E-mail: tdagger@hotmail.com

NYS GRANTS GATEWAY ID: GDV-DOT-04744
SFS VENDOR ID: 1000027515

CONTACT INFORMATION:
Salutation: Mr.
*First Name: Ted
*Last Name: Zabinski

*Title: President/CEO

☑ Check here to use the same contact information as entered above. If different, please complete the following:
Address 1: 6 Old School Road
Address 2:
City: Selkirk
State: NY
Zip Code: 12158
Phone #: (518) 281-5430
Fax Number: (518) 767-9189
E-mail: tdagger@hotmail.com

PART C: PROJECT DATA

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Is the Airport listed in the 2008 New York State Airport System Plan? Yes

Please choose the response which best represents your Airport Layout Plan (ALP) status. Plan is on file with FAA/NYSDOT

All projects must have a service life of 10 years or more. Please indicate the estimated service life in number of years: 30
PART D: SMART GROWTH THRESHOLD QUESTIONS

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Is any part of the proposed project outside of the airport-owned property?  
No

Is the project likely to affect surface or groundwater; have impacts on air quality; or affect historic or archaeological resources?  
No

Is this a new project which has not been included in the airport’s regular planning process (i.e. a project that has not been discussed or coordinated with state, local, or federal government agencies and which has not been included in municipal or regional planning plans)?  
No

Please note that a "Yes" answer to any of the Smart Growth questions asked above requires you to complete the Smart Growth Questionnaire located at: www.dot.ny.gov/aviationgrants

PART E: DETAILED PROJECT DESCRIPTION

*EXISTING CONDITIONS AND NEEDS: Describe existing conditions intended to be remedied by this project. Submit project plans, drawings, or other supporting documents as necessary to support your application.

All existing hangar units are 100% occupied. The attached hangar waiting list of interested additional customers warrants immediate construction of additional units. The waiting list is further legitimized, as all parties also were required to place a $50 deposit to reserve their unit.

South Albany Airport is a privately owned, public use transportation facility opened in 1947, and is currently home base and 24/7 flight crew living quarters for Air Methods LifeNet Helicopter Service. The company provides emergency air transportation services to the NYS Albany Capital, southern Adirondack, and upper Hudson Valley regions. Local Industry, NYS Police, military, and National Grid also conduct frequent commercial air service and training operations at South Albany Airport. The privately owned airport directly supports local municipalities/school district through paying property and sales taxes. The airport has been awarded past state grants and in return is obligated to maintain the facility for 24/7 public use. The airport proposes a project to modernize, improve safety, increase accessibility and security, and create a long-term financial and sustainable public use operation.

The project addresses the long-term financial, sustainability, growth, security, and availability of the public use airport. The most immediate opportunity to address these items is construction of additional hangar facilities with sustainable amenities. The project will

*PROJECT OBJECTIVE: Describe what the project is intended to accomplish.

The strategy to expand commercial use of South Albany Airport, and provide a reliable, sustainable, and safe air service transportation hub for local businesses focuses on the following objectives:

Economic Development – A reliable, self-sustaining, and well maintained air transportation facility is critical to regular and transient use. An aircraft maintenance hangar will be constructed to house a four-person mechanic staff. The project also extends an existing taxi lane to provide direct aircraft access to 15+ acres of developable on-airport acreage.

Improved Security – The airport currently maintains a web based access control and security camera system. The project will expand this capability to further minimize airfield incursions and expand coverage on the airport. In addition, increased hangar capacity provides much greater secured indoor storage of aircraft. All improvements are consistent with published security recommendations by both the NYSDOT and TSA for general aviation airports.

Innovative Design – Use of solar power is proposed for remote obstruction lighting. In addition, the large roof space of the new hangars
**FULL DESCRIPTION OF PROPOSED PROJECT:** Concisely describe the project, indicating the location, what will be designed and constructed, the issues or opportunities to be addressed, and expected outcomes and project deliverables.

The proposed project includes design, bidding, and construction to:

- Construct 8 to 10 Individual T-Hangar units and associated apron
- Construct a 3,000 SF +/- Aircraft Maintenance Hangar End Unit
- Extend a taxi lane to access off-airport 15+ acres for development of aviation businesses (cargo, charter flights, pilot/mechanic training, etc.)
- Expansion of the existing security camera and access control system
- Inclusion of green technologies such as low energy lighting and use of solar panels for terminal area facilities

**PROJECT SCHEDULE:** Provide a project schedule in months. List all major project milestones, including design, environmental review, Right of Way, permitting and construction.

Preliminary Design, Permitting, Town Planning Board approval, and SEQR are considered a relatively simple process, as the proposed action is generally associated with improving existing infrastructure. Historically, the airport has worked very well and successfully obtained all local approvals in a timely manner. The proposed schedule is as follows:

- Permitting and Environmental Review = 2 Months
- Final Design = 4 Months
- Bidding and Award = 2 Months
- Construction = 6 Months
**PART F: PROJECT BUDGET AND FUNDING SOURCES**

*Provide a budget breakdown for the estimated project costs, including other fund sources such as: local funds, current state or federal share (i.e., previous state and/or federal funding awards), and amount of funding requested in this application. The value of any salvaged materials shall be shown as a credit in the estimate.*

<table>
<thead>
<tr>
<th>Use of Funds</th>
<th>State Funds Requested</th>
<th>Applicant Match</th>
<th>Other State Funds</th>
<th>Federal Funds</th>
<th>Other Funds</th>
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<td>$5,000.00</td>
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<td>Administration</td>
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</table>

**TOTAL PROJECT COST** $864,000.00 | $96,000.00 | $0.00 | $0.00 | $0.00 | $960,000.00

There is a local share requirement for this program based on your airport type and annual number of enplanements. Please see the Program Guidance for additional information. The percentage shown in the box to the right is the calculated value of the required match based on the data you have entered into the budget table above. ○ Click here to see match requirements. 10%

---

**PART G: ENVIRONMENTAL REVIEWS AND PERMITTING**

State Environmental Quality Review Act (SEQR): ○ Not Started ○ In-Process ○ Record of Decision Issued

National Environmental Policy Act (NEPA): ○ Not Started ○ In-Process ○ Record of Decision Issued

SEQR Lead Agency Town of Bethlehem

NEPA Lead Agency N/A

Are there any special environmental conditions? No

Do you have the required environmental permits? No
PART H: FINALIZE AND SUBMIT COMPLETED APPLICATION

**Required attachments** must be included with the e-mail submission of your application form. Attached files should be of common business formats, such as PDF, JPG, MS Word, MS Excel, etc. The limit on file size for attachments is 20 MB. Please e-mail documents to Aviation@dot.ny.gov. Failure to submit required documents will result in the disqualification of the application. Required documents include:

- Detailed Budget
- Project plans, drawings, reports or other supporting documents

**Optional attachments** may be e-mailed separately to: Aviation@dot.ny.gov and must be received prior to the application deadline. Be sure to include the Airport name and Short Title of your application in the subject line of any separate e-mail transmittals.

- Letters of Support
- Other \[Please Describe: Hangar Waiting List (with Deposits)\]

**ATTESTATION:**

By entering your name in the digital signature below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Signature Field: Shawn R. Bray

Digitally signed by Shawn R. Bray
Date: 2017.05.02 09:07:40 -04'00'
Hon. Andrew Joyce, Chairman  
Albany County Legislature  
Albany, New York 12207

Hon. Dennis Feeney  
Majority Leader  
Albany, New York 12207

Hon. Frank Mauriello  
Minority Leader  
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner’s request for Legislative Action regarding the Fee Schedule for Albany Medical Center Morgue and Laboratory Services.

The terms of the contract for AMC will be changing in regards to the morgue fees. AMC agrees to secure morgue services at a new higher fee of $2000.00 per case.

Laboratory services have changed. AMC will no longer provide forensic toxicology services. Therefore, seeking alternative laboratory services.

Attached please find the letter of agreement provided by AMC including the new schedule fee.

If you have any further questions, please do not hesitate to contact me at 445-7604.

Sincerely,

Timothy J. Cavanaugh – Senior Coroner
REQUEST FOR LEGISLATIVE ACTION

RLA #2982: Albany Medical has changed its terms of contract. Raising fees for services to $2000. per case.

DATE: Tuesday, January 08, 2019

DEPARTMENT:
Contact Person: Helen Budka, Confidential Secretary
Coroners

Telephone: 518-447-3069
Dept. Representative Attending Committee Meeting:
Helen Budka, Timothy Cavanaugh Senior Coroner

PURPOSE OF REQUEST:
Adopting of Local Law
Amendment of Prior Legislation X
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (see below)
Contract Authorization (see below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No.
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING:

TYPE OF CONTRACT:
Change Order/Contract Amendment
Purchase (Equipment/Supplies)
Lease (Equipment/Supplies)
Requirements Professional Services
Education/Training
Grant:
New
Renewal
Submission Deadline Date
Settlement of a Claim
Release of Liability
Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:
Amount/Rate Schedule/Fee
Scope of Services

Contract Funding:
Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS:

Mandated Program/Service:
If Mandated: Authority
Anticipated in Current Adopted Budget:

County Budget Accounts:
Revenue
Appropriation

Fiscal Impact - Funding: (Dollars or Percentages)
Federal
State
County
Local

Term/Length of Funding:

Impact on Pending Litigation
If yes, please explain:

Previous Requests for Identical or Similar Action
Resolution/Law Number
Date of Adoption

Justification: (State briefly why legislative action is requested)

AMC has changed its fees per case. Also will no longer provide forensic laboratory services.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)


Submitted by: Helen Budka
Title: Timothy Cavanaugh Senior Coroner
October 30, 2018

Re: Letter of Agreement Albany Medical Center Morgue and Laboratory Services

Ms. Helen Budka  
County of Albany  
112 State Street, Room 735  
Albany, NY 12207

Dear Ms. Budka:

This letter is to serve as notice and acknowledgment of agreement of changes to morgue and laboratory services offered by Albany Medical Center to New York State county medical examiners.

Effective 5:00 P.M. on November 30, 2018, Albany Medical Center will no longer provide forensic toxicology services and any county seeking morgue and laboratory services from Albany Medical Center agrees to secure such services from a qualified alternative laboratory. For counties agreeing to the terms and conditions of this letter agreement, Albany Medical Center agrees to provide in conjunction with morgue facility use services a location within the morgue for secure toxicology specimen storage on the condition that the county is solely responsible for arranging secure pick up and transport of said specimens.

Further, effective December 1, 2018, the services and fees of Albany Medical Center for morgue and laboratory services have changed. Attached, please find a copy of Albany Medical Center’s revised Morgue and Laboratory Fee Schedule. All requests for services by County on or after December 1, 2018 shall be understood by the parties to be at the fees set forth therein. All payments for services are due from County forty-five (45) days from receipt of an invoice from Albany Medical Center. Failure to make timely payment for morgue and laboratory services will result in suspension of all services by Albany Medical Center until all outstanding payments for services are received.

I ask that you acknowledge County’s agreement to the above by having a duly authorized representative of the County sign the letter where indicated below, and then return one fully executed copy as indicated below. An appropriately authorized counter signed letter must be received by November 30, 2018 to continue to receive services from Albany Medical Center.
Please return one fully executed copy to the attention of Diane Sisto, Lab Manager, Client Services and Phlebotomy, via email sistodi@ame.edu or fax (518) 262-4337. Also, she can be contacted at (518) 262-8083 with any questions regarding this correspondence.

Sincerely,

Ferdinand Venditti, M.D.
EVP for System Care Delivery and Hospital General Director

By signing below, you acknowledge and agree that you are a duly authorized signatory of County and accept and agree on behalf of County to the terms and conditions herein.

Dated: __/__/2018

By: __________

Name: [Signature] Deputy County Executive

County: [Signature] ALBANY
Albany Medical Center
Morgue and Laboratory Fee Schedule

December 1, 2018 through December 31, 2019

Morgue Facility Use (includes onsite histology and microbiology) $2000/case

Histology or Laboratory Services Requested but not Performed at AMC (Does Not include ANY toxicology services) Billed at AMC's cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, chemistry procedures) 50% discount of AMC's specific charge schedule in effect at the time of the service

Microbiology Only (without morgue facility use) 50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global 50% discount of AMC’s specific charge schedule in effect at the time of the service

Toxicology Services will be the sole responsibility of each county to contract for testing for these services at an outside lab of their choice.
Dear Sirs,

Last year the Coroners’ pathologist performed 247 autopsies in Albany County.

Given that amount with the new scheduled fee of $2000.00 for Albany Medical Center

Our current budget for 2019 line 44048 is $205,000.

With the new scheduled fee for AMC would increase that line on average of another $289,000.

Sincerely,

Helen Budka

Coroners’ Office
October 12, 2018

Ms. Helen Budka  
County of Albany  
112 State Street, Room 735  
Albany, NY 12208

Dear Ms. Budka:

After an in-depth analysis of Albany Medical Center’s forensic autopsy and forensic toxicology services we have decided to discontinue providing these services effective five (5) PM EST November 30, 2018.

We thank you for your loyalty to our program over the past years and appreciate the opportunity to have served you.

Sincerely,

Diane Sisto  
Lab Manager, Client Services & Phlebotomy  
Department of Pathology & Laboratory Medicine
November 1, 2018

Dear Coroner:

Enclosed you will find the restructured morgue/autopsy fee schedule for Albany Medical Center effective December 1, 2018 that should have been enclosed with the letter from Dr. Venditti. I apologize for the oversight.

Sincerely,

Diane Sisto
Lab Manager, Client Services & Phlebotomy
Department of Pathology & Laboratory Medicine
Albany Medical Center
Morgue and Laboratory Fee Schedule

December 1, 2018 through December 31, 2019

Morgue Facility Use (includes onsite histology and microbiology) $2000/case

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Microbiology Only (without morgue facility use) 50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global 50% discount of AMC's specific charge schedule in effect at the time of the service

Toxicology Services will be the sole responsibility of each county to contract for testing for these services at an outside lab of their choice.
AGREEMENT
between
THE COUNTY OF ALBANY
and
ALBANY MEDICAL CENTER

Resolution No. 432 of 2016

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive on behalf of the Albany County District Attorney, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as "County") and Albany Medical Center, located at 43 New Scotland Avenue, Albany New York 12208 (hereafter referred to as the "Contractor," County and Contractor may hereafter be referred to as the "Parties," or either, as the "Party.")

WITNESSETH

WHEREAS, the County has issued a request for proposals for morgue and laboratory services as requested by the Albany County Coroner, said request having been denominated RFP#2016-064R (hereinafter the "RFP") and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on May 19, 2016

WHEREAS, the Contractor submitted a Proposal on May 27, 2016, to provide the aforesaid services for the Coroner (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid services; and

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

NOW, THEREFORE, for good and valuable consideration and in consideration of the terms and conditions of this agreement, the Parties hereto do mutually covenant and agree as follows:

ARTICLE 1. ENTIRE AGREEMENT; INTERPRETATION

1.1 The Contract Documents consist of the following: 1) This Agreement; 2) The RFP, which is incorporated by reference and made a part hereof; and 3) Contractor's Proposal, incorporated herein and made a part hereof in entirety by reference (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 RFP; 3) the Proposal.
ARTICLE 2. SCOPE OF SERVICES

2.1 Contractor shall provide comprehensive morgue services, including facility space, staffing and services as articulated in Contractor’s Morgue and Laboratory Fee Schedule, attached herein as Schedule B.

ARTICLE 3. CONSIDERATION AND PAYMENT

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept such services according to the pricing articulated herein as Schedule B commencing on November 1, 2016 and ending on October 30, 2018.

Compensation shall be made upon Contractor’s submission to the Albany County Claim Form to the Office of the Albany County District Attorney, which shall detail services rendered including disbursements and parking fees, and which shall be supported by receipts when applicable. Upon acceptance of the Contractor’s Claim Form, it shall be submitted to the Albany County Comptroller and payment rendered.

ARTICLE 4. AVAILABLE DATA

All technical or other data relative to this Agreement shall be shared between the Parties without expense.

ARTICLE 5. COOPERATION

The Parties shall cooperate with each other, their representatives, agents and employees such that the work may proceed expeditiously and economically. Contractor shall observe all County security requirements.

ARTICLE 6. EXTRA WORK

If the Contractor is of the opinion that any work Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the County. The Parties shall mutually determine whether such work is in fact beyond the scope of this Agreement. In the event that it is determined that such work does constitute extra work, the County shall provide additional compensation to Contractor on a negotiated basis for work authorized by the County and performed.

ARTICLE 7. ASSIGNMENT

Pursuant to New York State General Municipal Law, Sec. 109, Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of Contractor’s right, title or interest therein without the prior written consent of the County.
ARTICLE 8. SCHEDULE

The Contractor shall complete the work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. Contractor shall cooperate with County staff to ensure that the work performed is coordinated with, and not disruptive of, ongoing County operations.

ARTICLE 9. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor. The records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon request. The records shall be accessible to the County for a period of six (6) years following the date of final payment. The County shall not have access to Contractor records containing trade secrets or proprietary information, or other records, the content of which, if disclosed, would compromise Contractor's competitive position.

ARTICLE 10. RELATIONSHIP

The Contractor, and all subcontractors, are and will function as, independent contractors under the terms of this Agreement and shall not be considered agents or employees of the County for any purpose. The employees and agents of Contractor and all subcontractors shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 11. AUDITS

The County shall have the right to perform both “pre” and “post” audits of Contractor's records relating to billing under this Agreement. Contractor's records shall be available for inspection at such places and times as may be agreed between the Parties. Contractor shall retain all financial records pertaining to this Agreement for a period of six (6) years after complete performance.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees, agents, and subcontractors, to the extent of its or their responsibility for such claims, damages, losses and expenses. This section specifically includes the defense and indemnification of any claim and/or loss, cost or expense the County has filed against it or incurs due to a claim that use of the subject system compromises or infringes in any way the intellectual property rights of others.

ARTICLE 13. PRIVACY OF PERSONAL HEALTH INFORMATION (HIPAA)

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 14. NON-APPROPRIATION

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. The County shall immediately notify Contractor 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.

ARTICLE 16. TERM AND TERMINATION

This agreement shall take effect upon November 1, 2016 and continue end on October 31, 2018.

ARTICLE 17. INVALID PROVISIONS

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

ARTICLE 18. INSURANCE

18.1 Contractor 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.

18.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County shall be named as an additional insured on all liability policies.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

18.3 No work shall be commenced under the contract until the Contractor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the Contractor. If at any time, any of said policies shall expire or become unsatisfactory to the County, the Contractor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract may, at the election
of the County, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to procure and maintain any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

ARTICLE 19. APPLICABLE LAW

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

ARTICLE 20. LICENSES

Contractor and its subcontractors shall at all times obtain and maintain all licenses required, if at all, by New York State and/or other responsible authority to perform the services required under this Agreement.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

In the event of a change in legal status or dissolution of Contractor as a corporation, partnership or other legal entity, during the term of this Agreement, Contractor shall give thirty (30) days prior written notice to the County of such change.

ARTICLE 22. MACBRIDE PRINCIPLES

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

ARTICLE 23. MODIFICATION

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

ARTICLE 24. REMEDY FOR BREACH

In the event of a breach by Contractor, and/or its subcontractors, Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's costs incurred in procuring a substitute contractor.
ARTICLE 25. NON-DISCRIMINATION

Pursuant to NYS Executive Law, Article 15 (Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor and its subcontractors, shall not discriminate by reason of race, creed, color, national origin, age, gender, sexual orientation, military status, marital status, or disability in any manner with respect to the performance of the work associated with this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through the Albany County Executive, and by the Contractor, by and through a duly authorized individual, effective the day and year last written below.

COUNTY OF ALBANY

DATE: ______________________

BY: _______________________
Daniel P. McCoy
County Executive
or
Philip F. Calderone, Esq.
Deputy County Executive

ALBANY MEDICAL CENTER

DATE: 3/29/2018

By: _______________________
Ferdinand J. Venditti, Jr., MD
EVP for System Care Delivery
Hospital General Director
STATE OF NEW YORK)
COUNTY OF ALBANY ) SS.:

On the ____ day of ____________, 20__, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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 ____________, 20__, before me, the undersigned, a notary public in and for the state, personally appeared Philip P. Calderone, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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 ________) SS.:

On the ____ day of ____________, 20__, before me, the undersigned, a notary public in and for the state, personally appeared, ________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribe to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
Notary Public

CATHY COLASURDO
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4822176
Commission Expires June 30, 2022
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 CONSULTANT/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 Consultant/Contractor, NMS Labs.
2. "Covered Entity"—for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Office of the District Attorney.
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 (f)(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 begin upon the Business Associate's acceptance of assignment and shall terminate upon the Business Associate's completion of assignment. 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.

5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
SCHEDULE "A"
INSURANCE COVERAGE

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 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

4. Professional Liability Insurance: A policy or policies of insurance with limits of not less than $1,000,000.
SCHEDULE B

CONTRACTOR'S SERVICES PROPOSAL
THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR ONE
Effective June 1, 2016 through May 31, 2017

Morgue Facility Use
(includes onsite toxicology, histology and microbiology) $860.00

Histology Services Only
(without morgue facility use) $193.00

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use) $345.00

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of $35.00 per drug, alcohol or metabolite that is quantitated by AMC

Forensic Toxicology Services Requested but not Performed at AMC Billed at AMC's cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

Microbiology Only
(Without morgue facility use) 50% discount of AMC's specific charge schedule in effect at the time of service

Histology or Laboratory Services Requested but not Performed at AMC Billed at AMC's cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures) 50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global 50% discount of AMC's specific charge schedule in effect at the time of the service

Assistance in morgue weekends, holidays, evenings and nights $75/first 3 hours
$25.00 each additional hour

Assistance at Scene $75/first 3 hours
$25.00 each additional hour
THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR TWO
Effective June 1, 2017 through May 31, 2018

Morgue Facility Use
(includes onsite toxicology, histology and microbiology)

$860.00 Plus the avg of hospital OP CPI for the previous year

Histology Services Only
(without morgue facility use)

$193.00 Plus the avg of hospital OP CPI for the previous year

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use)

$345.00 Plus the avg of hospital OP CPI for the previous year

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of $35.00 (Plus the avg of hospital OP CPI for the previous year) per drug, alcohol or metabolite that is quantitated by AMC.

Forensic Toxicology Services Requested but not Performed at AMC

Billed at AMC’s cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

Microbiology Only
(without morgue facility use)

50% discount of AMC’s specific charge schedule in effect at the time of service

Histology or Laboratory Services Requested but not Performed at AMC

Billed at AMC’s cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures)

50% discount of AMC’s specific charge schedule in effect at the time of the service

Radiology Fee - Global

50% discount of AMC’s specific charge schedule in effect at the time of the service

Assistance in morgue weekends, holidays, evenings and nights

$76.50/first 3 hours
$25.50 each additional hour

Assistance at Scene

$76.50/first 3 hours
$25.50 each additional hour
THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.

Albany Medical Center
Morgue and Laboratory Fee Schedule
YEAR THREE
Effective June 1, 2018 through May 31, 2019

Morgue Facility Use
(includes onsite toxicology, histology and microbiology)
Year two rate plus the avg of hospital OP CPI for the previous year

Histology Services Only
(without morgue facility use)
Year two rate plus the avg of hospital OP CPI for the previous year

Forensic Toxicology Screening and Qualitative Confirmation Services Only
(without morgue facility use)
Year two rate plus the avg of hospital OP CPI for the previous year

Due to the increased volume and cost of inhouse quantitative confirmation drug and metabolite testing it will be necessary to charge an additional fee of year two rate (Plus the avg of hospital OP CPI for the previous year) per drug, alcohol or metabolite that is quantitated by AMC

Forensic Toxicology Services Requested but not Performed at AMC
Billed at AMC's cost plus a $25 handling fee

In an effort to decrease costs to Albany County current Forensic Toxicology provided by NMS may become available at AMC. The availability and price of these tests will be communicated to Albany County as they become available.

Microbiology Only
(Without morgue facility use)
50% discount of AMC's specific charge schedule in effect at the time of service

Histology or Laboratory Services Requested but not Performed at AMC
Billed at AMC's cost plus a $25 handling fee

Other Laboratory Testing performed on site at AMC
(e.g. HIV serology, molecular testing, electron microscopy, chemistry procedures)
50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global
50% discount of AMC’s specific charge schedule in effect at the time of the service

Assistance in morgue weekends, holidays, evenings and nights
$78/first 3 hours
$26.00 each additional hour

Assistance at Scene
$78/first 3 hours
$26.00 each additional hour
December 27, 2018

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to renew a contract with Better Health of Northeastern New York (BHNNY) for the provision of behavioral health crisis stabilization services in the community. BHNNY provides funding to the Department of Mental Health to provide crisis stabilization services to reduce unnecessary hospitalizations.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

[Signature]
Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Renewal for Behavioral Health Stabilization Services

Date: December 24, 2018
Submitted By: Kelle Roberts
Department: Mental Health
Title: Associate Director of Fiscal Operations
Phone: 518-447-2023
Department Rep.: Stephen Giordano
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
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
□ Change Order/Contract Amendment
□ Purchase (Equipment/Supplies)
□ Lease (Equipment/Supplies)
□ Requirements
□ Professional Services
□ Education/Training
□ Grant
□ Settlement of a Claim
□ Release of Liability
☒ Other: (state if not listed) Contract Renewal

Contract Terms/Conditions:

Party (Name/address):
Better Health for Northeastern New York 1275 Broadway Albany, NY 12204

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

Amount/Raise Schedule/Fee: $243,657
Scope of Services:
Albany County Department of Mental Health will provide behavioral health stabilization services to individuals in Albany County to prevent unnecessary hospitalizations.

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 □
File #: TMP-0550, Version: 1

**County Budget Accounts:**
- Revenue Account and Line: A143140.03492
- Revenue Amount: $243,657
- Appropriation Account and Line: A94310.1.12205
- Appropriation Amount: $243,657

**Source of Funding - (Percentages)**
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<tr>
<th>Source</th>
<th>Percentage</th>
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<tbody>
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<tr>
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<tr>
<td>County</td>
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</tr>
<tr>
<td>Local</td>
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</table>

**Term**
- Term: (Start and end date) 2/1/2019-1/31/2020
- 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: 111
- Date of Adoption: Click or tap here to enter text.
- **3/12/2018**

**Justification:** (state briefly why legislative action is requested)
Renewal of contract with Better Health of Northeastern New York to provide behavioral health crisis stabilization services in the community and reduce unnecessary hospitalizations.
Behavioral Health Community Crisis Stabilization Project Agreement

This agreement ("Agreement") is entered into and made effective the 1st day of February 2018 ("Effective Date") by and between Better Health for Northeast New York, Inc. ("BHNYY") located at 1275 Broadway MC-216, Albany, New York 12204 and the Albany County Department of Mental Health ("ACDMH"), located at 175 Green Street, Albany, NY 12202. Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. The New York State Department of Health (DOH) has approved BHNYY to serve as the lead of a Performing Provider System (PPS) under the New York State Delivery System Reform Incentive Payment Program (DSRIP) to serve individuals enrolled in Medicaid and uninsured individuals in the counties of (BHNYY Region).

B. Among other DSRIP projects, BHNYY has elected to undertake the behavioral health community crisis stabilization services project (BH Stabilization Project). ACDMH wishes to participate in the BH Stabilization Project and has agreed to collaborate with BHNYY and other providers in the BHNYY network (BHNYY Network) in order to implement the BH Stabilization Project.

C. The goal of the BH Stabilization Project is to provide needed, readily accessible behavioral health services to Medicaid and uninsured individuals in a community setting during a crisis and prevent unnecessary hospitalization.

D. ACDMH is currently delivering Crisis Stabilization Services to eligible individuals through a mobile crisis team to avert preventable emergency room visits ("Mobile Crisis Team") in Albany County, but those services do not cover all patients who need the services. The Parties agree that the services should be expanded through this Agreement to better meet the community’s needs and to fulfill DSRIP goals.

AGREEMENT

In consideration of the forgoing, the mutual covenants contained herein and for purposes of furthering immediate implementation of the BH Stabilization Project, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The terms used in this Agreement shall have the following meanings.

1. "CMS" means the Center for Medicare and Medicaid Services.

2. "Compliance Program" means the program established by BHNYY to prevent, detect, and address compliance issues that arise with respect to PPS operations, projects or activities.

3. "DSRIP Requirements" means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.

Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act (collectively “HIPAA”).

5. “Partner Organization Agreement” means the agreement between BHNNY and participating Partner Organizations that sets forth the rights and obligations of the Parties in relation to implementation of the PPS Project Plan.

6. “Partner Organizations” means the organizations that execute an agreement to participate in the PPS as a Partner Organization.

7. “PPS” has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state or municipal agencies that participate in PPS projects, operations, or activities to implement the PPS Project Plan and meet DSRIP goals.

8. “PPS Policies and Procedures” means policies and procedures duly adopted by BHNNY.

9. “PHI” means Protected Health Information as defined under HIPAA.

10. “Project Protocols” means protocols adopted by BHNNY to implement the BH Stabilization Project.

ARTICLE II
BHNNY OBLIGATIONS

Section 2.1. BHNNY Obligations. BHNNY shall plan and manage the BH Stabilization Project, including but not limited to developing or identifying Project Protocols and evidence-based practice guidelines required for project implementation, tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. Payment. BHNNY shall pay ACDMH in accordance with the payment terms in Article IV below.

ARTICLE III
ACDMH OBLIGATIONS

Section 3.1. Compliance with Project Requirements. ACDMH shall Comply with BH Stabilization Project requirements, including but not limited to requirements set forth in: (i) this Agreement; and (ii) Project Protocols, as may be amended from time to time by BHNNY.

Section 3.2. Crisis Stabilization Services. ACDMH shall provide crisis stabilization services in accordance with this Agreement and with generally accepted standards of clinical practice for such services and applicable federal, state and local laws and regulations to patients who are experiencing an acute psychotic episode or who are otherwise behaviorally unstable (e.g., danger to self or others), who may potentially be referred to a hospital emergency department (“Eligible Patients”) and are therefore eligible to receive services in the BH Stabilization Project (“Crisis Stabilization Services”). Crisis Stabilization Services shall include services at community settings at the time of a crisis as well as follow up services consistent with accepted standards of clinical practice. ACDMH currently provides Crisis Stabilization Services
to Eligible Patients 8 a.m. to 12 a.m. Monday through Friday and 11 a.m. to 9:30 p.m. Saturday and Sunday. In accordance with this Agreement, ACDMH shall expand Crisis Stabilization Services to be available on a 24/7 basis and to serve more Eligible Patients, with a target of serving an additional 500 Eligible Patients during one-year term of the Agreement. In order to do so, ACDMH shall increase its current staffing level by the equivalent of three full-time employees ("Project Staff"), all of whom shall be master licensed social workers and/or master licensed mental health counselors. ACDMH shall retain Project Staff as soon as practicable, but in no event later than six (6) weeks after the Effective Date of the Agreement. ACDMH shall provide to BHNNY bi-weekly updates on the status of staff recruitment and training until such time as all three Project Staff members have been hired and are providing services pursuant to this Agreement. ACDMH shall provide to BHNNY a copy of the resumes of the individuals selected for the position at least five (5) business days prior to the start date of employment.

Section 3.3. Crisis Support Services. ACDMH shall provide "recovery-oriented" and "peer-sensitive" crisis support services ("Crisis Support Services") consistent with accepted standards of clinical practice. All Project Staff will receive training in current recovery principles and use of natural supports in order to provide "recovery-oriented" and "peer-sensitive" crisis support, planning for psychiatric care ("Psychiatric Advance Directives"), wellness recovery plans and assistance to connect individuals with their natural supports in the community, and involve them in the planning process to the extent possible. Such services shall be delivered in accordance with generally accepted standards of clinical practice for such services and applicable federal, state and local laws and regulations to all Eligible Patients in Albany County.

Section 3.4. Outreach and Engagement. ACDMH shall meet the following obligations:

a. Provide regular in-service presentations on the enhanced availability of Crisis Stabilization Services to community service providers that are in a position to identify and refer Eligible Patients in the midst of a crisis, including but not limited to police agencies, behavioral health providers, and substance use disorder providers;

b. Develop close linkages with health homes, emergency room ("ER") and inpatient services in Albany County to develop and implement protocols for diversion of patients from ERs, as appropriate;

c. Develop close linkages with community-based providers in Albany County that serve Eligible Patients and may refer such patients to ACDMH or have patients referred from ACDMH;

d. Develop and implement arrangements for Eligible Patients to be referred to hospital special psychiatric services, and to an observation unit within a hospital outpatient facility or at an off campus crisis residence for up to 48 hours of monitoring to attempt stabilization; and

e. Develop and enter into arrangements, as feasible, with managed care organizations serving Eligible Patients to provide coverage for such services.

Section 3.5. Prepare Plan for Meeting DSRIP Performance Measures. Within thirty (30) days of the Effective Date, ACDMH shall submit to BHNNY a detailed plan outlining the steps to
be taken to improve performance on the DSRIP measure of reducing potentially preventable ER visits for persons with behavioral health diagnoses in Albany County.

Section 3.6. **Use of Health Information Technology.** ACDMH shall:

a. Utilize information from available data sources to assist with contacting Eligible Patients and other health care and community service providers, assessment and ongoing tracking;

b. Maintain information system capacity, policies, procedures, and practices to create, document, implement, and update a record for each Eligible Patient;

c. Utilize a systematic process to follow up on services and referrals; and

d. Participate in secure messaging and information exchange with BHNNY and other providers in the BHNNY network and exchange data, as required to implement the BH Stabilization Project.

Section 3.7. **Data Reporting.** ACDMH shall report information to BHNNY as required by the Data Reporting Schedule set forth in Appendix A for Eligible Patients who received Crisis Stabilization or Crisis Support Services in the specified reporting time period on one or more occasions. ACDMH understands that BHNNY will rely on the information submitted by ACDMH in submitting reports to DOH and agrees that all data, reports and documentation submitted by ACDMH under this Agreement shall be accurate and complete.

Section 3.8. **Compliance.** ACDMH shall comply with all applicable laws and regulations for Crisis Stabilization Services, including but not limited to DOH regulations regarding the licensure of staff present to deliver Crisis Stabilization Services.

**ARTICLE IV**

**PAYMENT TERMS**

Section 4.1. BHNNY shall pay ACDMH $243,657 ("Total Payment Amount") for the services to be delivered under this Agreement as payment for both Crisis Stabilization Services and Crisis Support Services, during the one-year term of the Agreement, with payment to be made as follows: (i) one third of the Total Payment Amount upon execution of the Agreement; (ii) one third six (6) months after the Effective Date; and (iii) one third within thirty (30) days after the end of the term of the Agreement. Such payment shall be contingent upon ACDMH hiring the Project Staff in a timely manner. Starting sixty (60) days after the Effective Date, BHNNY shall deduct from the amount payable to ACDMH one-third of the Total Payment Amount on a pro rata basis for every day that each Project Staff position is not filled. Such deduction shall be made from the next payment owed by BHNNY, and shall reduce the Total Payment Amount accordingly. In the event that the Agreement terminates prior to the end of the 12-month term, ACDMH shall repay to BHNNY within ten (10) business days the funds owed, if any, from the first one-third payment. Any other funds owed as a result of such deductions shall be deducted from the second or third payments, as appropriate.

Section 4.2. ACDMH shall send BHNNY an invoice for each of the three payments set forth in Section 4.1, in the form if any, as required by BHNNY.
ARTICLE V
PARTNER ORGANIZATION AGREEMENT

Section 5.1. Partner Organization Agreement. The Parties are bound by a Partner Organization Agreement and a reciprocal Business Associate Agreement ("BAA") that will govern the sharing of PHI under this Agreement. This Agreement shall be interpreted and applied by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE VI
TERM AND TERMINATION

Section 6.1. Term. This Agreement shall commence on Effective Date noted above and shall terminate twelve (12) months later, unless the Agreement is terminated earlier in accordance with the provisions of this Article. At the end of the initial one-year contract term and upon the mutual agreement of BHNNY and ACDMH this agreement may be renewed for an additional one-year term.

Section 6.2. Termination by BHNNY. BHNNY may terminate this Agreement in the event that:

   a. ACDMH breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from BHNNY regarding the breach (or such other longer cure period as BHNNY deems reasonable under the circumstances);

   b. Upon thirty (30) days' written notice, if BHNNY fails to receive sufficient DSRIP Funds from DOH to meet its financial obligations, except that in the event this clause is triggered, the Parties may renegotiate the terms of this Agreement to provide for partial payment and partial delivery of services;

   c. Upon twenty-four (24) hours' written notice to ACDMH if any license, certification or government approval of ACDMH material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 6.3. Termination by ACDMH. ACDMH may terminate this Agreement in the event that BHNNY breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from ACDMH regarding the breach (or such other longer cure period as ACDMH deems reasonable under the circumstances). In addition, ACDMH may terminate this Agreement upon twenty-four (24) hours' written notice to BHNNY, if BHNNY is suspended or excluded from DSRIP or the New York State Medicaid Program.

ARTICLE VII
DATA USE AND CONFIDENTIALITY

Section 7.1. Business Associate Agreement. The Parties agree that in order to implement the BH Stabilization Project, they will need to exchange PHI, which shall be governed by the reciprocal BAA noted above.

Section 7.2. Duty to Protect Confidential Medical Information. The Parties agree that they will only use and share PHI with one another and, as necessary, other providers in the BHNNY Network in a manner consistent with: (i) HIPAA; (ii) Part 2 Substance Use Disorder
Treatment requirements; (iii) all other applicable state and federal laws and regulations; (iii) DSRIP program guidance issued by DOH or CMS; (v) the Business Associate Agreement noted in Section 5.1; and (v) applicable PPS Policies and Procedures. To the extent legally required, or required by PPS Policies and Procedures, ACDMH shall seek any necessary consent from Eligible Patients in order to share data to provide the services pursuant to this Agreement and to meet DSRIP performance goals.

Section 7.3. **Other Confidential Information.** The exchange of all other information defined as confidential in accordance with the Partner Organization Agreement shall be governed by the terms of that agreement.

**ARTICLE VIII**

**RECORD RETENTION**

Section 8.1. **Obligation to Maintain Records.** The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law and DSRIP Requirements and PPS Policies and Procedures.

**ARTICLE IX**

**REPRESENTATIONS AND WARRANTIES**

Section 9.1. **Representations and Warranties of BHNYY.** BHNYY hereby represents and warrants to ACDMH that neither BHNYY, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. **Representations and Warranties of ACDMH.** ACDMH hereby represents and warrants to BHNYY that:

(a) Neither ACDMH nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and

(b) ACDMH's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.

**ARTICLE X**

**INDEPENDENT CONTRACTORS**

Section 10.1. **Legal Relationship.** BHNYY and ACDMH understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither BHNYY nor ACDMH is an employee, partner, or joint venture of the other.
ARTICLE XI
LEGAL COMPLIANCE

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the BHNYY Compliance Program.

ARTICLE XII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs asserted or incurred in connection with the indemnifying Party's (a) failure to perform its obligations under this Agreement; (b) negligent acts or omissions in carrying out services and obligations under this Agreement, or (c) the Party's violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

ARTICLE XIII
NOTICE

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested or via email:

If to BHNYY:

Attn: Louis Filhour
Title: Chief Executive Officer
Address: 43 New Scotland Avenue, NCL
114 Albany NY 12208-3478
Email: Filhour@mail.amc.edu

If to ACDMH:

Attn: Dr. Stephen Girdano
Title: Director
Address: 175 Green St.
Albany, NY 12207
Email: stephen.girdano@albanycounty.ny.gov

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the Reporting Schedule as set forth in Appendix A; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, BHNYY may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify ACDMH in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
Section 14.3. **Entire Agreement.** This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except for the Business Associate Agreement and the Partner Organization Agreement entered into by the Parties.

Section 14.4. **Waivers; Amendments.** The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived, amended or modified only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 14.5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. **Non-Discrimination.** Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. **Non-Exclusivity.** Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. **Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. **Counterparts; Integration; Effectiveness.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH**

By:  
Name: Philip F. Calderone  
Title: Deputy County Executive  
Date: [Signature]

**BETTER HEALTH FOR NORTHEAST NEW YORK, INC.**

By:  
Name: Louis Filhour  
Title: Chief Executive Officer  
Date: 4/13/18
Appendix A
Data Reporting to BHNYY

The reporting requirements set forth below apply to Crisis Stabilization and Crisis Support Services delivered by ACDMH to Eligible Patients in the BH Stabilization Project.

Data Elements
ACDMH shall report the following data elements (Data Elements) to BHNYY in a reporting platform or template, if any, provided by BHNYY:

- Aggregate number of patients engaged under this initiative in the time periods set forth below.
- Modality of Interaction: Face-to-Face or telephonic.
- Type of Interaction: Crisis service, non-crisis service, peer service.
- Number of encounters: Single encounter or two or more encounters.
- Number of patients diverted from Hospital/ED to Community Providers.
- Eligibility Status, if available: Medicaid or Uninsured.
- Patient Zip code, if available.
- Current PCP, if available.
- Current BH provider, if available.
- Referral Source: Law enforcement, Hospital/ED, Community Providers, Self, Patient Family/friend, Other Agency.
- Number of Community Education Activities provided.
- Type of agency provided community education: Law Enforcement, Hospital/ED, Community Provider, Other Agency.

Reporting Schedule
ACDMH shall report the following information to BHNYY in the timeframe as listed below:

<table>
<thead>
<tr>
<th>Reporting Date</th>
<th>Information to be Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly by 15th day of the following month,</td>
<td>The Data Elements for patients who received Crisis Stabilization</td>
</tr>
<tr>
<td>starting with the first full month after the</td>
<td>Services from ACDMH at any time in the prior month.</td>
</tr>
<tr>
<td>Effective Date.</td>
<td></td>
</tr>
</tbody>
</table>
January 10, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the February meeting of the Legislature. The Albany County Dept. of Health is requesting a no cost extension on our grant contract with NACCHO. Funding was provided to enhance efforts to prevent cardiovascular disease and implement community Million Hearts 2022 strategies. The no cost extension will allow the department to get reimbursed for grant deliverables performed beyond the original contract deadline of June 30, 2018. We are requesting the amended contract term to be updated to 1/1/2018 – 3/15/2019.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

CC: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauelilo, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to extend contract with the National Association of County and City Health Officials (NACCHO)

Date: 1/10/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

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
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 Terms/Conditions:

Party (Name/address):
National Association of County and City Health Officials

Additional Parties (Names/addresses):
1100 17th Street, NW, 7th Floor
Washington, DC 20036

Amount/Raise Schedule/Fee: 30,000
Scope of Services: ACDOH will promote physical activity opportunities in community venues through signage, social support and shared use agreements; and develop or implement transportation and community plans that promote physical activity.

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

CONCERNING ALL REQUESTS

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

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

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

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

Term
Term: (Start and end date) 1/1/2018 - 3/15/2019
Length of Contract: Click or tap here to enter text.

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution 60
Date of Adoption: 2/12/2018

Justification: (state briefly why legislative action is requested)
ACDOH is requesting a no cost extension on our grant contract with NACCHO. Funding was provided to enhance efforts to prevent cardiovascular disease and implement community Million Hearts 2022 strategies. The no cost extension will allow the department to get reimbursed for grant deliverables performed beyond the original contract deadline of June 30, 2018. We are requesting the amended contract term to be updated to 1/1/2018 - 3/15/2019.
SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the National Association of County and City Health Officials (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW, 4th Fl., Washington, DC 20005, and Albany County Health Department (hereinafter referred to as “Subrecipient”), with its principal place of business at 175 Green St. Albany, NY 12202.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of Million Hearts in Municipalities CDC Grant # 6 NU38OT00172-05-01, CFDA #93.424, as described in Attachment 1. The terms of Attachment 1 shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on January 15th, 2018 and shall continue in effect until June 30th, 2018, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to $25,000.00. Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment 1. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. These invoices must be submitted as follows:

<table>
<thead>
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<th>Invoice No.</th>
<th>Period of Performance, Invoice and Progress Reports</th>
<th>Due date</th>
</tr>
</thead>
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<td>March 1st, 2018-May 1st, 2018; NTE $6,250.00</td>
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<tr>
<td>Interim Report</td>
<td>Progress Report covers May 1st-June 10th</td>
<td>June 15th, 2018</td>
</tr>
</tbody>
</table>
NACCHO award number must be included on all invoices. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Subrecipient will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under those joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. **CONTINGENCY CLAUSE:** This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. **INTERFERING CONDITIONS:** Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. **OWNERSHIP OF MATERIALS:** Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the “Materials”) (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. **RESOLUTION OF DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Subrecipient, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.

11. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).

14. **ADDITIONAL FUNDING:** Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. **REMEDIIES FOR MISTAKES:** If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

16. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.


18. **DEBARRED OR SUSPENDED SUBRECIPIENTS:** Pursuant to 2 CFR 200 Subpart C, Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. **AUDITING:** Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than $750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agree to send a copy of its most recent Single Audit report and any management letters to NACCHO.

20. **LOBBYING RESTRICTIONS AND DISCLOSURES:** Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. **COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:** Pursuant to 2 CFR 200 Subpart F, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

22. **REPORTING REQUIREMENTS:** If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

23. **WHISTLEBLOWER PROTECTION:** Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

24. **EXECUTION AND DELIVERY:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

25. **NOTICE:** All notices, including invoices, required to be delivered to the other party pursuant to
this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272, Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR SUBRECIPIENT:
Albany County Health Department
Attn: Shanna P. Witherspoon
Assistant Commissioner for Finance & Administration
175 Green St.
Albany, NY 12202
Tel. (518) 447-4584, Fax (518) 447-4698
Email: shanna.witherspoon@albanycountyny.gov

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

By: ___________________________
Name: Jerome Chester
Title: Chief Financial Officer
Date: Mar 20, 2018

SUBRECIPIENT:

By: ___________________________
Name: Philip F. Calderone, Esq.
Title: Deputy County Executive
Date: ___________________________
Federal Tax ID No.: 14-6002563
DUNS No.: 06-053-5653
NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

NACCHO MH for Municipalities
January 15th, 2018 through June 30th, 2018

Scope of Work

- Assign at least one LHD staff person as designated lead/liaison to NACCHO MH for Municipalities project and provide contact information for the staff lead.
- Complete each phase of the Million Hearts for Municipalities toolkit from Module Overview through Module 4.
- Participation on the Million Hearts® in Municipalities Project Kick-off Call to be held on January 30th, 2018 at 2:00 PM ET.
- Development of a community action plan containing your community's selected Million Hearts® strategy(ies) that will be the basis for implementation.
- Participation in technical assistance calls, webinars and educational opportunities provided by NACCHO and CDC.
- Attendance on four webinars with other grantees to:
  1. Discuss and share knowledge/experience implementing Million Hearts® strategies (e.g., barriers, facilitators and process outcomes); and
  2. Share feedback on the utility of the Million Hearts® Toolkit modules.
- Participate in all project-related evaluation activities (e.g., pre-post assessments, progress/process reporting, data collection and evaluation of technical assistance activities.
- Provide written progress updates on project related activities in a format and timeline to be determined by NACCHO.
- Communicate challenges to NACCHO Staff in writing in a timely manner.
- Provide final report on the implementation process, barriers, facilitators and outcomes of implementing Million Hearts® 2022 strategies at the local level.
- Progress reporting must be submitted along with invoices and expenditure reports. Submission schedule is below:
- Adhere to the sub-award invoicing and expenditure reporting timelines required:

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Period of Performance, Invoice and Progress Reports</th>
<th>Due date</th>
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</thead>
<tbody>
<tr>
<td>Invoice I</td>
<td>January 17th, 2018 - March 1st, 2018; NTE $12,500.00</td>
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<td>March 1st, 2018 - May 1st, 2018; NTE $6,250.00</td>
<td>May 15th, 2018</td>
</tr>
<tr>
<td>Interim Report</td>
<td>Progress Report covers May 1st - June 10th</td>
<td>June 15th, 2018</td>
</tr>
<tr>
<td>Invoice III</td>
<td>May 11th, 2018 - June 30th, 2018; Final progress report summary; NTE $6,250.00</td>
<td>June 30th, 2018</td>
</tr>
</tbody>
</table>
CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that [signature] has not been debarred or suspended pursuant to 2 CFR 200 SUBPART C (200.208) and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension" and 2 CFR 180.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Deputy County Executive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>DATA SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/16/19</td>
</tr>
</tbody>
</table>
CERTIFICATION REGARDING LOBBYING WITH FEDERALLY APPROPRIATED FUNDS

Title 31, United States Code, Section 1352 entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federally appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement exceeding $100,000 in total costs must disclose lobbying undertaken with non-Federal (non-appropriated) funds.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>2/14/18</td>
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</table>
CERTIFICATION REGARDING NON-APPLICABILITY OF 2 CFR 200 SUBPART F AUDIT REQUIREMENT TO NACCHO CONTRACTORS/ SUB-RECIPIENTS

2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Subpart F, requires contractors/ sub-recipients to adhere to the auditing requirements described in the Requirements. These requirements do not apply to entities that receive less than $750,000 in federal direct or indirect (including federal funds passed through a State) cooperative agreement or grant funds.

The undersigned is authorized to represent the contractor/ sub-recipient and certifies that the contractor/sub-recipient has received and expects to receive less than $750,000 in federal direct or indirect (including Federal funds passed through a State) cooperative agreement or grant funds in the current fiscal year.

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</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Deputy County Executive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>DATE SIGNED</th>
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<tbody>
<tr>
<td>[Organization]</td>
<td>[Date]</td>
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FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

The Office of Management and Budget (OMB) has created a searchable, no-cost-publicly accessible website that includes the following information for each new federal award and/or first tier subawards equal to or greater than $25,000. As of October 1, 2010, recipients of federal grants and contracts must comply with subrecipient reporting requirements under the Federal Funding Accountability and Transparency Act (P.L. 109-282).

NACCHO, as a recipient of federal funding, is required to collect the information below and input this information into the FFATA website (www.fedspending.gov).

Please complete the information requested below and submit this form to:

Ade Hutapea, LL.M., CFCA
Lead Contracts Administrator
National Association of County & City Health Officials
1201 E St. NW 4th FL, Washington, DC 20005
Direct Line: (202) 507-4272
Email: ahutapea@naccho.org
www.naccho.org

Please answer the following questions:

1. Is the total value of this contract (including any option periods) expected to exceed $25,000.00?
   ○ Yes
   ○ No

2. If you answered Yes to Question 1, in the previous tax year, was your gross income from all sources greater than or equal to $300,000? (If you answered No to Question 1, you do not need to complete the remainder of this information request).
   ○ Yes
   ○ No

3. If you answered Yes to Question 1 and 2, please provide the following information below:

   Name of Entity: ________________________________
   Address of Entity: ________________________________
   Congressional District of Entity Location: ________________________________
   Unique Identifier (DUNS #): ________________________________
   CCR/Cage Code #: ________________________________ Applicable NAICS Code: ________________________________
   Award Title Describing Purpose: ________________________________
   Amount of Award: ________________________________
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Funding Agency: ___________________________ CFDA #: ___________________________

Treasury account symbol (TAS) as reported in FPDS ___________________________________

4. If you answered Yes to Questions 1 and 2, is 80% or more of your annual gross revenues from federal contracts, subcontracts, loans, grants, subcontracts and cooperative agreements?
   ○ Yes ○ No

5. If you answered Yes to Question 4, do you have $25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, sub-grants, and cooperative agreements?
   ○ Yes ○ No

6. If you answered Yes to Questions 4 and 5, is information about the compensation of Subcontractor executives available publicly through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986? If Yes, please provide copies of the public filings providing such information.

   If no, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Subcontractor’s preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds $10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

<table>
<thead>
<tr>
<th>NAME</th>
<th>COMPENSATION</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
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</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

2
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Certification

I certify, on behalf of Subcontractor/Consultant that the information provided in response to this Information Request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of Subcontractor. Last, I certify that Subcontractor has been notified and is aware that the information provided in response to this Information Request will be made public.

[Signature]

Philip F. Calderone
Name printed

Deputy County Executive
Title

[Date]
RESOLUTION NO. 60

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO) REGARDING THE MILLION HEARTS PROGRAM AND AMENDING THE 2018 DEPARTMENT OF HEALTH BUDGET

Introduced: 2/12/18
By Audit and Finance Committee:

WHEREAS, The Commissioner of the Department of Health has been notified of a grant award from the National Association of City and County Health Officials (NACCHO) regarding Million Hearts in Municipalities funding to enhance efforts to prevent cardiovascular disease and to implement community health strategies, and

WHEREAS, The Commissioner is seeking approval to apply for and accept the grant funding and enter into an agreement with NACCHO regarding this program, in an amount of $30,000, for a term commencing January 1, 2018 and ending June 30, 2018, and

WHEREAS, The Commissioner of the Department of Health has also requested a budget amendment in order to accept said funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is hereby authorized to enter into an agreement with NACCHO regarding the Million Hearts in Municipalities program for enhanced efforts to prevent cardiovascular disease and to implement community health strategies, in an amount not to exceed $30,000, for a term commencing January 1, 2018 and ending June 30, 2018, and be it further

RESOLVED, That the 2018 Department of Health Budget is hereby amended as follows:

Increase Revenue Account A1622 Local Public Health Grants by $30,000

Increase Appropriations Account A4010.4 by $30,000 by increasing line item A4010 4 4046 Fees for Services by $30,000

and, be it further

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

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

Adopted by unanimous vote. 2/12/18

CC: Charles Welch
    Shannon Williams
January 4, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the February meeting of the Legislature. The Albany County Dept. of Health was recently notified of a grant award for a three year period, with the New York State, Dept. of Health for the Rabies Program. The grant award is $49,072 for each year. The Albany County Dept. of Health already budgeted $47,234 for 2019 and is requesting a budget amendment for the additional $1,838 and permission to contract with NYSDOH. The agreement will cover reimbursement for the cost of mandatory human rabies treatment, preparation and shipment of animal specimens, pet vaccination clinics, and education and prevention activities.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
    Hon. Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to contract with NYSDOH for the Rabies Grant Program and amend the 2019 Health Department budget.

Date: 01/04/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695
Department Rep. 
Attending Meeting: Dr. Elizabeth Whalen

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
File #: TMP-0564, Version: 1

☐ Personnel Non-Individual
☒ Revenue

Increase Account/Line No.: AA4010 44023
Source of Funds: NYS DOH
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

Acceptance
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):
NYS Department of Health
Empire State Plaza, Corning Tower
Albany, NY 12237

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

Amount/Raise Schedule/Fee: $147,216
Scope of Services: The agreement will cover the cost of mandatory human rabies treatment, collecting and submitting animal specimens for rabies testing, pet vaccination clinics and activities related to rabies education and prevention.

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:
Public Health Law 2140 through 2145, NYCRR Chapter 1 2.14, Chapter
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:
Revenue Account and Line: AA4010 04415
Revenue Amount: $1838

Appropriation Account and Line: AA4010 44023
Appropriation Amount: $1838

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) 04/01/2019 - 03/31/2022
Length of Contract: 3 years

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number: 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)
The Albany County Dept. of Health was recently notified of a grant award for a three year period, with the New York State, Dept. of Health for the Rabies Program. The grant award is $49,072 for each year. The Albany County Dept. of Health already budgeted $47,234 for 2019 and is requesting a budget amendment for the additional $1838 and permission to contract with NYSDOH. The agreement will cover reimbursement for the cost of mandatory human rabies treatment, preparation and shipment of animal specimens, pet vaccination clinics, and education and prevention activities.
November 2, 2018

Elizabeth Whalen  
Commissioner  
Albany County Department of Health  
175 Green Street  
Albany, NY 12202

Dear Ms. Whalen,

I am writing to inform you that Albany County has been selected for an award under the Rabies Program for the 4/1/19 – 3/31/22 period. The new contract number for your county is C33976GG, which must be used on all documents and communications regarding this contract. Your contract will be executed via the Grants Gateway. Please identify by return email the Grants Gateway Profile you will use for this contract no later than Monday, November 5, 2018.

Your estimated annual grant award for each year of this contract, starting April 1, 2019 through March 31, 2020, is $49,072.00. Your three-year total contract value is $147,216.00. Reimbursement is dependent on the actual number of human rabies treatments, specimens collected, pet vaccination clinics, and education and prevention activities, and cannot exceed the estimated allocation. Supporting documentation must accompany your request for reimbursement.

Final grant awards are contingent on the review and approval of the Office of the State Comptroller.

We look forward to working with you on the successful implementation of the project. If you have any questions, please call Kimberley Seward at (518) 473-4439.

Sincerely,

Kimberley Seward  
Health Program Administrator I  
Bureau of Communicable Disease Control
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>APPROPRIATIONS</th>
<th>RESOLUTION DESCRIPTION</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tr>
<td>AA4010 014023</td>
<td>000</td>
<td>Medical Supplies</td>
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<tr>
<td>AA4010 014415</td>
<td>000</td>
<td>Rabies Grant</td>
<td>$49,072.00</td>
<td>Health</td>
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<td>TOTAL APPROPRIATIONS</td>
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<td></td>
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<tr>
<td>ESTIMATED REVENUES</td>
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<tr>
<td>TOTAL ESTIMATED REVENUES</td>
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<tr>
<td>GRAND TOTALS</td>
<td></td>
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</tbody>
</table>
November 14, 2018

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow Albany County to enter into an agreement with the State of New York Unified Court System for Court Security in Albany Supreme, County and Family Courts. This is the fifth year of a five year contact commencing on April 1, 2018 and terminating on March 31, 2019.

This agreement shall not exceed $1,850,392.00.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
cc: Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
 Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: NOVEMBER 13, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING: CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW) X
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

AUTHORIZING AN AGREEMENT WITH THE NYS UNIFIED COURT SYSTEM FROM 4/1/18 THRU 3/31/19.

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS X
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY) AUTHORIZING AGREEMENT WITH THE
NYS UNIFIED COURT SYSTEM FOR COURT SECURITY FOR THE FAMILY, SUPREME & COUNTY COURTS FOR YEAR 5 OF A 5 YEAR CONTRACT. APRIL 1, 2018 THRU MARCH 31, 2019
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

NEW YORK STATE UNIFIED COURT SYSTEM
2500 POND VIEW, SUITE 210
CASTLETON-ON HUDSON NY 12033
AMOUNT RATE SCHEDULE/FEES:
$1,850,392.00 (5TH YR OF 5 YEAR CONTRACT)
TERM: 4/1/2016-3/31/2019
SCOPE OF SERVICES: COURT SECURITY PROVIDED BY THE ALBANY COUNTY
SHERIFF'S DEPT FOR FAMILY, SUPREME & COUNTY COURTS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO
FUNDING SOURCE: NYS UNIFIED COURT SYSTEM

COUNTY BUDGET ACCOUNTS:
REVENUE:
APPROPRIATION:
A33110.03331 - SECURITY SERVICE UNIFIED COURTS
A33110.14138 (DEPUTY LINE)
BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:
IF MANDATED CITE: AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET:
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
100%
COUNTY
TERM/LENGTH OF FUNDING: 4/1/2016-3/31/2019

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 17-490
DATE OF ADOPTION: 12/4/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
AUTHORIZING AN AGREEMENT WITH THE NYS UNIFIED COURT SYSTEM REGARDING COURT
SECURITY FOR FAMILY, SUPREME, AND COUNTY COURTS - FOR YEAR 5 OF A 5-YEAR CONTRACT
MAXIMUM COMPENSATION FOR 4/1/16-3/31/19 TO BE $1,850,392.00

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
November 7, 2018

Craig D. Apple, Sheriff
Albany County Sheriff's Department
Albany County Courthouse -16 Eagle Street
Albany, New York 12207

Re: Fifth Period (Fiscal Year 2018-19) of Agreement between the UCS and the County of Albany
(UCS05-C200448-5000279)

Dear Sheriff Apple:

Section I(B) of the above-referenced Agreement provides that the term of the Agreement shall consist of an initial one-year period commencing on April 1, 2014 and terminating on March 31, 2015, and four subsequent one-year periods commencing on April 1st and terminating on March 31st in each succeeding year of the Agreement (Periods). Section I(B) of the Agreement further provides that each Period shall have its own maximum amount of monetary reimbursement and its own staffing schedule (Appendices B and B-1). Section I(D) of the Agreement provides that both the maximum monetary reimbursement amount and the staffing schedule are to be established by mutual written agreement of the parties.

The maximum monetary reimbursement amount for the Period commencing on April 1, 2018 and terminating on March 31, 2019 (Current Period) shall not exceed $1,850,392. The staffing schedule for the Current Period is set forth in the new Appendices B and B-1 attached hereto. The new Appendices B and B-1 are made a part of this letter and a part of the Agreement, and they replace the previous Appendices B and B-1 for the Current Period.

Except as expressly provided otherwise herein, all terms and conditions of the Agreement shall remain in full force and effect and shall apply to this Period. The signatures of the parties below shall constitute the mutual written agreement of the parties to the terms and conditions set forth herein. The original of this letter should be signed by an authorized representative of the Contractor and the acknowledgment page should be notarized. Please return the signed original letter, the appendices and the acknowledgment page to my office and retain a copy for your files.

Very truly yours,

[Signature]

Beth A. Diebel
District Executive

Encls.
FOR: 

BY: 
Name: CAMPBELL, AGNEW
Title: SHERIFF
DATED: 11-09-2016

FOR: NEW YORK STATE UNIFIED COURT SYSTEM

Maureen H. McAlary, Director Division of Financial Management
DATED: ____________________
ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF ALBANY

On this 9 day of November 2018 before me personally came Craig D. Apple, Sr. to me personally known, who, being by me sworn, did depose and say that s/he resides in Albany County that s/he is the Sheriff of Albany County the municipality described in and which executed the within instrument; that s/he knows the seal of said municipality; that the seal affixed to said instrument is such municipal seal; and, that s/he was so authorized to sign her/his name thereto.

KIMBERLY LYNN DESANTIS
Notary Public, State of New York
No. 01068174529
Duly Sworn to in Albany County
Commission Expires September 21, 2019

Kimberly Lynn Desantis
NOTARY PUBLIC
# STAFFING SCHEDULE

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<tr>
<th>DESIGNATED COURT</th>
<th>TITLE</th>
<th>AVERAGE ANNUAL SALARY*</th>
<th>AVERAGE ANNUAL FRINGE BENEFITS*</th>
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Maximum Annual Contract Amount $1,850,392

*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

## FRINGE BENEFITS

Fringe benefits pursuant to collective bargaining agreement for 2018 year. All applicable benefit categories must be listed below to be eligible for reimbursement.

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<tr>
<th>Type</th>
<th>% of Salary (or Amount)</th>
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<tbody>
<tr>
<td>Retirement</td>
<td>Deputy 25.60% Attend 15.80%</td>
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<tr>
<td>FICA/Medicare Rate</td>
<td>Deputy 7.65% Attend 7.65%</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>Deputy 39.00% Attend 35%</td>
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<tr>
<td>Longevity</td>
<td>Deputy 4.0% Attend 2.50%</td>
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<tr>
<td></td>
<td>Deputy:76.25% Attend: 60.95%</td>
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<td></td>
<td>Sgt. Fringe Rate: 70.96%</td>
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<td>DESIGNATED COURT</td>
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<td>----------------</td>
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<tr>
<td>Albany Supreme &amp; County</td>
<td>Deputy</td>
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<tr>
<td>Albany Supreme &amp; County</td>
<td>Deputy</td>
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<tr>
<td>Albany Family Court</td>
<td>Deputy</td>
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</tr>
<tr>
<td>Albany Family Court</td>
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</tbody>
</table>
November 19, 2018

Honorable Andrew Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow the Albany County Sheriff’s Office to enter into a grant contract wherein the original grant end date is being extended with the State of New York, Division of Homeland Security and Emergency Services, for the 2016 Statewide Interoperability Communications Grant - Formula Based funding.

The performance period for this grant is being changed from January 1, 2017 through December 31, 2018 to January 1, 2017 through December 31, 2019. This grant was previously authorized under resolution 17-130 and 17-291, attached hereto.

Awarded funds remain at $1,000,417.00 with no match. This grant funding is being utilized to build on to the Albany County, County Wide, 911 Interoperable Communications System.

Should there be any questions, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: NOVEMBER 20, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW X
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

TO AMEND THE PERFORMANCE PERIOD OF THE 2016 STATEWIDE INTEROPERABILITY COMMUNICATIONS GRANT. THE NEW PERFORMANCE PERIOD IS 1/1/2017 THRU 12/31/2019
PRIOR RESOLUTION WAS 17-291, ADOPTED 7/10/2017

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):


AMOUNT/RATE SCHEDULE/FEES:
$1,000,417.00 WITH NO MATCHING FUNDS
TERM: 1/1/17-12/31/19
SCOPE OF SERVICES: THE FUNDING WILL BE UTILIZED TO BUILD ON TO
THE COUNTY WIDE 911 COMMUNICATIONS SYSTEM

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES NO
FUNDING SOURCE:
COUNTY BUDGET ACCOUNTS:
REVENUE:
APPROPRIATION:
BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE:
YES NO X
IF MANDATED CITE AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET:
YES X NO
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (Dollars or Percentages)
FEDERAL
STATE
COUNTY
TERM/LENGTH OF FUNDING: 1/1/17 THRU 12/31/19

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 17-281 COPY ATTACHED
DATE OF ADOPTION: 7/10/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THE AWARDED FUNDS REMAIN THE SAME, $1,000,417.00 WITH NO MATCH.
WE SIMPLY REQUESTED AN EXTENSION TO ALLOW US MORE TIME TO SPEND DOWN THE
GRANT FUNDS

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
# Contract Extension Request Form  
Statewide Interoperable Communications Grant

## Extension Request Process

1. **Create and Submit 60-day Extension Request to DHSES for Review and Approval**
2. **DHSES will review extension request**
3. **Extension Notification**

   - Once approval is received from DHSES, a memo will be sent to the County. Once approval is received, the County may proceed with the extension.

---

<table>
<thead>
<tr>
<th><strong>County Name:</strong></th>
<th>Albany</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date of Request:</strong></td>
<td>10/5/18</td>
</tr>
<tr>
<td><strong>Grant Name:</strong></td>
<td>2016 SiCG-Formula</td>
</tr>
<tr>
<td><strong>Contract Number:</strong></td>
<td>C198625</td>
</tr>
<tr>
<td><strong>Current Contract Period:</strong></td>
<td>1/1/17 through 12/31/18</td>
</tr>
<tr>
<td><strong>Requested Extended Contract Period:</strong></td>
<td>1/1/19 through 12/31/19</td>
</tr>
<tr>
<td><strong>Award Amount:</strong></td>
<td>$1,000,417.00</td>
</tr>
<tr>
<td><strong>Amount Spent to Date (Including Amount Not Vouchered):</strong></td>
<td>$51,652.61</td>
</tr>
<tr>
<td><strong>Point of Contact Name:</strong></td>
<td>Douglas C. Miller, Grants Manager</td>
</tr>
<tr>
<td><strong>E-Mail:</strong></td>
<td><a href="mailto:Doug.miller@albanycountyny.gov">Doug.miller@albanycountyny.gov</a></td>
</tr>
<tr>
<td><strong>Phone #:</strong></td>
<td>518-487-5022</td>
</tr>
</tbody>
</table>

*Do not write in shaded areas.*
# Extension Justification

Provide detailed justification for why this extension is necessary. Include detailed explanation of reasons for delays on projects.

| On April 5, 2017 the Albany County Sheriff's Office received notification of their award under 2016 SICG, which was over 3 months after the start date of the grant performance period. On 4/18/17 we were advised our budget was approved and entered into e-grants. By 4/26/17 we were able to get the e-grants certification signed off on. In June 2017 we were able to get legislative approval to execute the contract. In November 2017 a revised budget was submitted. In January of 2018 we underwent a change of DHSES project representatives and were able to clarify and complete the revised budget submission approval process by February 5, 2018. By June 6th we had a written proposal for our project. It has taken the last three months for attorneys to draw up a contract and get legislative approval for the contract. I have forwarded the vendor the signed contract as of this date. The vendor now tells me the project will take 12 months to complete. |

Provide details on tasks completed to date including total amount spent to date.

| The written proposal for the project has been completed, a resolution has been approved for the project and a contract has been secured with the vendor. Portable and mobile radio equipment have been purchased and placed in service for that specific segment of the grant. Funds expended to date are $50,900.10. |

Provide timeline for completion, including all major milestones. Please include specific date(s) and deliverables or objectives for each project milestone, including anticipated spending amounts.

| The purchase orders for this project were delivered to the vendor for this project on 10/1/18. Vendor is ordering allowable interoperable communications equipment which is anticipated to arrive in 90 days, installation to begin and take 6 to 8 months for completion and 30 days for testing and fine tuning. Project completion date and funds expended by 12/31/19. |

Provide risk factors that might affect anticipated project completion and plans for mitigating these risks.

| The biggest foreseen obstacle will be the weather factor, which is figured into the above timeline. The biggest hurdles prior to this date were going through the project design period, legislative approval, and contract finalization prior to having purchase orders issued. |
RESOLUTION NO. 291

AUTHORIZING AN AGREEMENT WITH NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CONTINUOUS WORK ON THE COUNTY WIDE 911 COMMUNICATIONS SYSTEM AND AMENDING THE 2017 SHERIFF'S OFFICE BUDGET

Introduced: 7/10/17
By Messrs. Ethier, Stevens and Clenahan:

WHEREAS, By Resolution No. 130 for 2017, this Honorable Body authorized the County Executive to submit a grant application with the New York State Division of Homeland Security and Emergency Services regarding the 2016/2017 Statewide Interoperable Communications-Formula Based Funding, and

WHEREAS, The NYS Division of Homeland Security and Emergency Services has informed the County Executive's Office that $1,000,417 is available over a period of two years for the Albany County County-Wide 911 Interoperable Communications System, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two year agreement and accept grant funding from the NYS Division of Homeland Security and Emergency Services regarding the Albany County County-Wide 911 Interoperable Communications System in the amount of $1,000,417 for the period January 1, 2017 to December 31, 2018, and, be it further

RESOLVED, That the 2017 Albany County Sheriff's Department Budget is amended to incorporate said funding as follows:

Increase Revenue Account A3306 Homeland Security by $1,000,417

Increase Appropriation Account A3110.2 by $1,000,417 by increasing Line Item A3010 2 2100 Communication Equipment by $1,000,417

and, be it further

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

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

Adopted by unanimous vote.  7/10/17
Mr. A. Joyce abstained
January 3, 2019

Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the members of the Albany County Legislature.

I respectfully request a resolution authorizing an agreement between the County of Albany and participating municipalities for advanced life support services in the amount of $1,875,990.56.

<table>
<thead>
<tr>
<th>Town</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Town of Bethlehem</td>
<td>$1,093,702.49</td>
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<tr>
<td>Town of Berne</td>
<td>90,047.56</td>
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<tr>
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<td>Town of New Scotland</td>
<td>281,398.58</td>
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<td>Town of Rensselaerville</td>
<td>60,031.68</td>
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<tr>
<td>Town of Westerlo</td>
<td>108,807.48</td>
</tr>
</tbody>
</table>

Should there be any questions on this matter, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
Cc: Hon. Daniel P. McCoy, County Executive
    Hon. Patrice Lockart, Public Safety Chairman
    Hon. Dr. Charles Dawson, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: NOVEMBER 8, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 467-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
- ADOPTION OF LOCAL LAW
- AMENDMENT OF PRIOR LEGISLATION
- APPROVAL/ADOPTION OF PLAN/PROCEDURE
- BOND APPROVAL
- BUDGET AMENDMENT (SEE BELOW)
- CONTRACT AUTHORIZATION (SEE BELOW)
- ENVIRONMENTAL IMPACT
- HOME RULE REQUEST
- PROPERTY CONVEYANCE
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
- INCREASE ACCOUNT/LINE NO.
- SOURCE OF FUNDS:
- TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
- TYPE OF CONTRACT
- CHANGE ORDER/CONTRACT AMENDMENT
- PURCHASE (EQUIPMENT/ SUPPLIES)
- LEASE (EQUIPMENT/SUPPLIES)
- REQUIREMENTS
- PROFESSIONAL SERVICES
- EDUCATIONAL/TRAINING
- GRANT: NEW
- RENEWAL
- SUBMISSION DEADLINE DATE
- SETTLEMENT OF A CLAIM
- RELEASE OF LIABILITY
- OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTICIPATING MUNICIPALITIES

PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/ FEE:

TERM: 1/1/2019 -12/31/2019

SCOPE OF SERVICES: ADVANCED LIFE SUPPORT (PARAMEDIC SERVICES)

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

FUNDING SOURCE:

PARTICIPATING MUNICIPALITIES

COUNTY BUDGET ACCOUNTS:

REVENUE: A23110.02265

APPROPRIATION: VARIOUS

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

A23110.02265

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING: 1 YEAR

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: RES 2018-042

DATE OF ADOPTION: 2/12/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

AUTHORIZE AGREEMENTS BETWEEN THE COUNTY AND THE PARTICIPATING MUNICIPALITIES FOR ADVANCED LIFE SUPPORT SERVICES TOTALING $1,875,990.56 FOR 2019

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS, AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SEE ATTACHED SPREADSHEET FOR SPECIFIC AMOUNTS FOR EACH MUNICIPALITY

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
<table>
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<tr>
<th>Value</th>
<th>101.9%</th>
<th>2062.0%</th>
<th>3016.0%</th>
<th>4070.0%</th>
<th>5124.0%</th>
<th>6178.0%</th>
<th>7232.0%</th>
<th>8286.0%</th>
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<td>73,780,000.00</td>
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**Population Area on Census Bureau 2010 Census**

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<tr>
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<th>Value</th>
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<tr>
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**Advanced Life Support**

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<thead>
<tr>
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<tbody>
<tr>
<td>Total</td>
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**Emergency Medical Services**

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**EMS 2010 Proposal**

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<tr>
<th>Category</th>
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<tbody>
<tr>
<td>Total</td>
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**Position**

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
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<tbody>
<tr>
<td>Total</td>
<td>92,740,000.00</td>
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**Account**

<table>
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<tr>
<th>Category</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>92,740,000.00</td>
</tr>
</tbody>
</table>
January 3, 2019

Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the members of the Albany County Legislature.

I respectfully request a resolution authorizing an agreement between the County of Albany and participating municipalities for Emergency Medical Technician Services in the amount of $893,771.68.

Delmar/Bethlehem Volunteer Ambulance Service $559,696.24
Town of New Scotland 197,888.40
Rensselaerville, Berne, Westerlo 136,187.04

Should there be any questions on this matter, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
Cc: Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: NOVEMBER 8, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440
DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW) X
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM: JANUARY 1, 2019 THRU DECEMBER 31, 2019

SCOPE OF SERVICES: WE WILL PROVIDE EMERGENCY MEDICAL TECHNICIANS-DEFIBRILLATION SERVICES THROUGH OUR EMT PROGRAM

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

FUNDING SOURCE: PARTICIPATING MUNICIPALITIES

COUNTY BUDGET ACCOUNTS:

REVENUE: A23110.02265

APPROPRIATION: VARIOUS

BOND (RES. NO. & DATE OF ADOPTION) 

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X

IF MANDATED CITE AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

A23110.02265

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL 

STATE 

COUNTY 100%

TERM/LENGTH OF FUNDING 1/1/19 THRU 12/31/19

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: RES 2018-041

DATE OF ADOPTION: 2/12/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

AUTHORIZE AGREEMENTS BETWEEN THE COUNTY AND THE PARTICIPATING ENTITIES

FOR EMERGENCY MEDICAL TECHNICIANS - DEFIBRILLATION TOTALLING $ 893,771.68

SEE ATTACHMENTS

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SEE ATTACHED SPREADSHEET FOR SPECIFIC AMOUNTS FOR EACH MUNICIPALITY

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
### EMT 2019 Adopted

<table>
<thead>
<tr>
<th>ACCOUNT TITLE</th>
<th>ACCOUNT NUMBER</th>
<th>TOTAL</th>
<th># OF HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMT FULL TIME</td>
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<td>EMT FULL TIME</td>
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<tr>
<td>EMT FULL TIME</td>
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<td>EMT PART TIME</td>
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<td>OVERTIME</td>
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<td>FRINGE BENEFITS - FULL TIME</td>
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<td>FRINGE BENEFITS - OVERTIME</td>
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<td>FRINGE BENEFITS - PART TIME</td>
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<td>ADMINISTRATION COSTS</td>
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<td>12,763.20</td>
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<td><strong>TOTAL SALARY</strong></td>
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<td><strong>875,271.68</strong></td>
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<td>OFFICE SUPPLIES</td>
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<td>UNIFORMS</td>
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<td>CONFERENCES, TRAINING, ETC</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>893,771.68</strong></td>
<td></td>
</tr>
</tbody>
</table>

### HOURS

T/O NEW SCOTLAND               | 197,888.40 | 8760       |
HILLTOWNS                      | 136,187.04 | 8760 (see below) |
DELMAR BETHLEHEM VOLUNTEER AMBULANCE | 559,696.24 | 23736       |

**2019 Agreed Charge**

RENESSELAERVILLE              | 60000.00   |
BERNE                          | 34630.47   |
WESTERLO                       | 41556.57   |

**Total**                     | 136187.04  |
January 16, 2019

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

RE: Request for Legislative Action  

Dear Chairman Joyce:  

The Public Defender’s Office is respectfully requesting a partial waiver of the Albany County residency requirement for new employees. We request that the current policy be amended as it pertains to “Assistant Albany County Public Defender” positions in order to allow for a time period of up to 1 year for new employees to obtain residency within Albany County. The Public Defender’s Office has found the current policy of requiring applicants to reside within the County to be severely limiting and it has restricted our ability to hire qualified candidates for these attorney positions.

The Public Defender’s Office has had ongoing difficulty in hiring and retaining qualified attorneys. While we can more often find and hire attorneys for entry-level positions because of the proximity of Albany Law School, it has been increasingly difficult to find and hire attorneys with criminal practice experience, especially attorneys with felony trial experience.

As the result of an Office of Indigent Legal Services (ILS) survey, and based on a review of hard data from our office from 2016 reports, ILS has recommended that, in order to allow for legally effective representation of our clients, Albany County hire a total of over three dozen new attorneys by 2023, and will be financially supporting these new positions. Most, if not all other counties in New York State have received similar, proportionate recommendations. The
result of this substantial change and increased demand for new attorneys will create significant State-wide competition for attorneys at all levels.

While Albany County has a large number of admitted attorneys, many have no interest in criminal defense or public defender employment. With all New York State counties competing for attorneys out of the same small pool, Albany County can only be successful if it can compete on a state and nation-wide basis.

In both the May and July 2018 meetings of the New York State Chief Defenders (a part of the New York State Defenders Association), these issues of residency and increased attorney demand were discussed. Many counties do have residency requirements, but Albany appears to be the only county that doesn’t allow for a reasonable period of time of 6 months to a year for the new hire to relocate into the county. Albany County’s current policy requiring that all new employees be County residents as of the date of hire appears to be the most restrictive residency requirement in New York State. The Public Defender’s Office has placed ads with Albany Law School, Albany County Bar Association, the New York State Defender’s Association, and Monster.com via the Times Union, all without a single hire. The vast majority of the interest and resumes we have received as a result of these advertisements are from individuals who do not currently live in Albany County, and in many cases do not even live in New York State. The strong recommendation from the “Chief Defenders” was that to effectively compete for attorneys in the current and foreseeable market, all counties should, among other things, modify restrictive residency requirements.

Mr. William J. Leahy, Director of the New York State Office of Indigent Legal Services, and members of his office have met with me and with representatives of the Albany County Executive’s Office on multiple occasions to discuss the phasing-in of the Statewide Implementation funding and reimbursements for the Public Defender, Alternate Public Defender, and Assigned Counsel (County Law 18b) Offices. Mr. Leahy has strongly indicated that the County’s current residency requirement, as it relates to criminal defense attorneys, will be significantly restrictive to our growth and improvement during the next five years.

The Public Defender’s office requests that a partial waiver of the current residency requirement be approved for an initial period of one year, and that it be reviewed annually by the Legislature. We will continue to give priority to qualified Albany County residents.

Thank you for your review and consideration.
Respectfully Submitted;

Stephen W. Herrick
Public Defender

SWH/jepc

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

Description (e.g., Contract Authorization for Information Services):
Request for Partial Waiver of Albany County Residency Requirement for New Employees

Date: 1/14/19
Submitted By: Jane Pearson Curtis
Department: Public Defender
Title: Office Manager
Phone: 518-447-7373
Department Rep.: Stephen W. Herrick
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) Request for Partial Residency Waiver

CONCERNING BUDGET AMENDMENTS

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

Increase Account/Line No.:  
Source of Funds: 
Title Change:  

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

□ Settlement of a Claim
□ Release of Liability
□ Other: (state if not listed)

Contract Terms/Conditions:

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

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

Amount.Raise Schedule/Fee:
Scope of Services:

Click or tap here to enter text.
Click or tap here to enter text.

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:
Justification: (state briefly why legislative action is requested)
The Public Defender’s Office is seeking a partial waiver of the residency requirement for new Assistant Public Defenders. As the result of new requirements by the New York State Office of Indigent Legal Services, most Public Defender’s offices in the state will be greatly increasing their attorney staff over the next five years. The Albany County Public Defender’s office is expected to hire over three dozen new attorney positions by 2023. As a result, competition for high quality criminal defense attorneys has increased greatly and Albany County’s current residency policy for new hires puts our office at a significant disadvantage when it comes to hiring new and qualified staff.
From: PearsonCurtis, Jane
Sent: Monday, August 13, 2018 1:19 PM
To: Herrick, Stephen
Subject: Residency waiver for attorneys

In April of 2017 our office posted the following ads with the Albany Law School, the Albany County Bar Association, and the New York State Defender’s Association:

The Albany County Public Defender’s office seeks to fill two positions:

- **Entry Level Assistant Public Defender**—Position primarily entails representation of indigent defendants in local criminal courts. Room for additional responsibilities and advancement. Minimum qualifications: Licensed to practice law in New York State and admitted to the New York State Bar. Must be resident of Albany County. Starting Salary: $56,610 plus excellent health benefits, NYS retirement system, eligible for student loan forgiveness program.

- **Felony Level Assistant Public Defender**—Position primarily entails representation of indigent defendants with felony charges in local and superior courts. Minimum qualifications: Licensed to practice law in New York State and admitted to the New York State Bar. Must be resident of Albany County. Substantial prior criminal law experience preferred. Starting Salary: $70,000 plus excellent health benefits, NYS retirement system, eligible for student loan forgiveness program.

All three organizations have attorney-specific job listings on their websites. The Bar Association included a print version in their newsletter as well.

Throughout April and May of 2017, we received 22 resumes from these solicitations. Of those 22, 15 were from individuals who were not residents of Albany County. Of those 15, 8 did not even live in New York State.

In July of 2018 our office again posted the above ads (with updated salaries) with the same organizations. To date, we have received 6 resumes, 2 of which do not live in Albany County. We have interviewed the other 4 individuals and have not yet found a suitable candidate.

**Jane E. Pearson Curtis**

Legal Secretary & Office Manager

County of Albany

Public Defender’s Office

60 South Pearl Street-4th Floor

Albany, New York 12207

518.447.7373 - phone

518.447.5533 – fax

Jane PearsonCurtis@albanycountyny.gov

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ASSISTANT PUBLIC DEFENDER

Albany County Public Defender Office is seeking candidates for the position of Assistant Public Defender. The positions are entry level as well as experience felony level Assistant Public Defenders. Both are full time positions. This is professional work in providing advice and consultative direction in the preparation of documents and legal proceedings for the defendants in a criminal court proceeding. The Assistant Public Defender works under general supervision seeking administrative direction on issues of a complex nature.

TYPICAL WORK ACTIVITIES:
- Provides legal representation for qualified individuals accused of criminal behavior in Albany County;
- Handles Arraignments, Motions, Hearings and Trials in Justice Court and County Courts;
- Conferences with Attorneys and Judges;
- Conferences with clients before and during court involvement;

MINIMUM QUALIFICATIONS:
Graduation from a law school of recognized standing.
Successful candidates must be a resident of Albany County on the date of hire.

SPECIAL REQUIREMENTS:
Possession of a license to practice law in NYS.

Albany County is an Equal Opportunity Employer. For more information or an Albany County Civil Service Application go to:
www.albanycounty.com/Government/Departments/DepartmentofCivilService.aspx

Send resumes or an Albany County Civil Service Application to:
Public Defender's Office
60 South Pearl Street #4
Albany, New York 12207
Or via e-mail to Jane.PearsonCurtis@albanycountyny.gov
November 1, 2018

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

Dear Chairman Joyce:

In January of 2018 the Albany County Legislature created the Albany County Land Conveyance and Real Property Reform Task force co-chaired by Legislators Chapman and Drake to examine the County Disposition Plan. The primary aim was to update its content for better application to the current realities of the tax foreclosure and Land Bank process, while also preserving a transparent and open process. The document being submitted for your consideration is the culmination of months of hard work by all parties involved. The co-chairs consulted all county departments involved in the property process and the final document language was reviewed by the Department of Law. We ask for your approval of this document to govern our disposition process for the foreseeable future.

I will have a representative of my office attend your committee meeting to answer any questions.

Sincerely,

Daniel P. McCoy

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Approval of Disposition Plan for Real Property Acquired by Albany County through the "In Rem" Delinquent Tax Lien Foreclosure Process

Date: November 1, 2018
Submitted By: Mike McLaughlin
Department: Albany County Executive
Title: Director of Policy and Research
Phone: 518-447-7040
Department Rep.: Mike McLaughlin
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
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒

If Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact:
Yes ☐ No ☒

Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 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)
In January of 2018 the Albany County Legislature created the Albany County Land Conveyance and Real Property Reform Task Force, co-chaired by Legislators Chapman and Drake, to examine the County Disposition Plan with the aim of updating its content for better application to current realities of the tax foreclosure and Land Bank process. The document being submitted for your consideration is the culmination of months of hard work by all parties involved. The co-chairs consulted all county departments involved in the property process and the final document language was reviewed by the Department of Law. We ask for your consideration and approval of this document to govern our disposition process for the foreseeable future.
Disposition Plan for Real Property Acquired by Albany County Through the “In Rem” Delinquent Tax Lien Foreclosure Process

Legal Authority

Section 1766 of the Real Property Tax Law provides that “Whenever any tax district shall become vested with the title to real property by virtue of a foreclosure proceeding brought pursuant to the provisions of this article, such tax district is hereby authorized to sell and convey the real property so acquired, either with or without advertising for bids, notwithstanding the provisions of any general, special or local law.”

This section further provides that “No such sale shall be effective unless and until such sale has been approved and confirmed by a majority vote of the governing body of the tax district ***”.

Statement of Intent, Policy and Plan

It is the intent, policy and plan of Albany County to sell and convey all properties to which has been acquired by it through the “In Rem” delinquent tax lien foreclosure process in accordance with the following provisions, which it has determined in its sole judgment and discretion will best effectuate the benefit to the community that will result from such disposition.

Disposition Plan Provisions

The County will henceforth sell and convey all properties acquired by it through the “in rem” delinquent tax lien foreclosure process in the following preferential order subject to the conditions thereunder stated:

Properties which will be discretionally conveyed by the County to itself for its stated governmental purposes. The list of properties acquired by the County through the “in rem” delinquent tax lien foreclosure process proposed for sale and conveyance to the County shall first be reviewed for conservation use purposes and received approval for transfer from the Legislative Conservation and Improvement Committee. Properties shall be listed based on lien year and locality. This review will be undertaken by the staff of the County Department of Economic Development, Conservation and Planning. Such list will also be forwarded to the County legislators for review. All such conveyances shall be made for nominal consideration, payment of which shall be deemed to have been waived.

- Properties which will be discretionally conveyed by the County back to their immediate former owner(s) upon a showing of hardship. The sale price for reacquisition of these properties shall be the amount of their outstanding delinquent tax liability
(inclusive of interest, penalties and legal charges) prior to foreclosure and all current taxes levied (inclusive of interest, penalties and legal charges) prior to the date of reacquisition. The full amount of the sale price and closing costs must be submitted to the County in escrow as a prerequisite to its requesting approval of the County Legislature for the reacquisition and will be refunded only in the event such approval is not granted. The recipient of the property is required to close within 60 days of certified legislation approving the reacquisition. The Deed back shall provide that any and all liens upon and other interests in the property which were extinguished as the result of its foreclosure, except to the extent they were subsequently reduced, discharged, satisfied and/or otherwise terminated of record, upon the recording of said Deed shall be deemed reinstated and restored to the full extent they existed at the time they were so extinguished.

- **Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels.** The sale price for these properties shall be the appraised value or an amount equal to the extinguished tax liability. The recipient of the property is required to close within 60 days of certified legislation approving the conveyance.

- **Properties which will be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose.** The amount to be paid for the property shall be its assessed value, outstanding tax liability (inclusive of interest, penalties and legal charges) prior to its foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. A Deed provision requiring that the property be used for a stated governmental purpose or open space preservation or conservation purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

- **Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose.** The amount to be paid for the property shall be its assessed value, outstanding delinquent tax liability (inclusive of interest, penalties and legal charges) prior to foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. A Deed provision requiring that the property be used for a stated public purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

- **Properties which will be discretionally conveyed by the County to individuals or entities for economic development purposes.**

  A. The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability (inclusive of interest, penalties and legal charges). A deed provision requiring a stated economic development purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is not or is no longer being so used may be required. Public notification of the availability
of the property proposed for private sale shall be made through all appropriate means (newspaper, website, etc.) prior to authorization of sale by the County Legislature. The recipient of the property is required to close within 90 days of certified legislation approving transfer.

B. If they have been withdrawn from foreclosure, these properties shall be conditionally offered for sale via sealed bid for either its appraised value, outstanding delinquent tax liability (inclusive of interest, penalties [, etc.] and legal charges) prior to foreclosure, or an amount which reflects the benefit to the community stemming from the proposed use of the property with disclosure of the reasons for their withdrawal. It shall be the bidder’s responsibility to research all information in the County’s property file in this regard. Upon bid approval by the County Legislature, the full amount of the sale price and closing costs must be submitted to the County in escrow prior to and as a prerequisite to the completion of the foreclosure process. A signed statement by the bidder acknowledging receipt of full disclosure regarding the condition of the property in so far as known to the County will be required at that time. The County shall not be liable for any conditions known or unknown on these properties, and the purchaser will be required to execute a release, hold harmless, and indemnification agreement in this regard at the closing on the sale. Deed title will be transferred directly to the successful bidder pursuant to assignment without recourse.

- Properties which will be discretionally conveyed by the County to the Albany County Land Bank Corporation.

A. The sale price for the conveyance of such properties shall be $1.00 payment of which consideration shall be waived by the County. (The Albany County Land Bank will be responsible for payment to the County of budgeted revenues based on current year adopted budget. This payment will be remitted to the County by October 1 of said calendar year.)

B. The Land Bank is prohibited from conveying a property acquired from Albany County back to the property’s immediate former owner(s) for less consideration than the amount of the delinquent taxes (inclusive of interest, penalties and legal charges) owed on the property at the time of its foreclosure. If the Land Bank wishes to sell a property back to its immediate former owner(s) for less than the amount of the delinquent taxes (inclusive of interest, penalties and legal charges) owed on the property at the time of its foreclosure by the County, the Land Bank must provide the County with a compelling reason for doing so and obtain the prior written authorization of the County Legislature in the form of a resolution in this regard. The Deed back shall provide that any and all liens upon and other interests in the property which were extinguished as the result of its foreclosure by the County, except to the extent they were subsequently reduced, discharged, satisfied and/or otherwise terminated of record, shall by Deed provision be deemed reinstated and restored to the full extent they existed at the time they were so extinguished. The foregoing requirements shall be included in every Deed from the
County to the Land Bank and provide that the County shall have a right of reacquisition through reverter in the event these requirements are not met.

C. County employees and members of the Albany County Legislature who are involved with the negotiation or preparation of the sale and closing process of properties title to which has been acquired by the County through the “In Rem” delinquent tax lien foreclosure process, have access to knowledge or information about a parcel conveyed by the County to the Land Bank or about the present or proposed use of nearby parcels through his or her County position, which knowledge or information is not accessible to the general public, or who have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information, are specifically precluded from purchasing properties conveyed to the Land Bank by the County during and for two (2) years after the termination of their County employment.

D. Properties which have received EnergizeNY benefit loan financing from the Energy Improvement Corporation for energy efficiency or renewable energy upgrades shall not be conveyed to the Albany County Land Bank Corporation unless that loan inclusive of interest has been completely repaid.

General Proviso.

All County sales and conveyances of properties title to which has been acquired by the County through the “In Rem” delinquent tax lien foreclosure process, including those to the Land Bank, are discretionary and the County Executive and/or County Legislature may for any reason reject any sale request. All such County property sales and conveyances, including those to the Land Bank, are subject to such additional requirements and/or conditions as the County Legislature may discretionarily choose to impose in connection with them. All such County property sales and conveyances, including those to the Land Bank, must be approved by the County Legislature.

Closing Procedure

The County will provide the necessary Deeds, transfer tax statements (TP584), and Real Property Transfer Reports (RP5217). The County will pro-rate any current real property taxes which are owed on the property as of the closing date.

If the approved preferred buyer (including the Land Bank) fails to close on a property sale within the required period of time, only the County Legislature can grant an extension. There is no right to an extension.

If the approved preferred buyer fails to timely close on the property, any deposit made will be forfeited and the approved buyer may be held liable for any costs or expenses incurred by the County on re-sale of the property.
Sale and Conveyance of County owned surplus real property

County owned surplus real property which was not acquired by the "In Rem" delinquent tax lien foreclosure process will continue to be disposed of pursuant to provisions of County Local Law #2 of 1998, which authorizes the County Executive to sell and convey surplus real property owned by the County subject to County legislative approval.
Disposition Plan for Real Property Acquired by Albany County
Through the “In Rem” Delinquent Tax Lien Foreclosure Process

Statement of Intent

[It is the intent of Albany County to return properties acquired by it through the “In Rem” delinquent tax lien foreclosure process to the tax rolls as soon as possible to assist in eliminating blight and decay from our neighborhoods and ensure that the real property tax burden is shared fairly. Through the creation and generous funding of the Albany County Land Bank Corporation, a new entity exists that can take the County’s delinquent tax-foreclosed properties and turn them from vacant and abandoned drains on neighborhoods into assets that anchor communities. It is therefore Albany County’s intent, with the limited exceptions hereinafter stated, to transfer all of its delinquent tax lien-foreclosed properties to the Albany County Land Bank Corporation.]

It is the intent, policy and plan of Albany County to sell and convey all properties title to which has been acquired by it through the “In Rem” delinquent tax lien foreclosure process in accordance with the following provisions, which it has determined in its sole judgment and discretion will best effectuate the benefit to the community that will result from such disposition.

Legal Basis

Section 1166 of the Real Property Tax Law provides that “Whenever any tax district shall become vested with the title to real property by virtue of a foreclosure proceeding brought pursuant to the provisions of this article, such tax district is hereby authorized to sell and convey the real property so acquired, either with or without advertising for bids, notwithstanding the provisions of any general, special or local law.”

This section further provides that “No such sale shall be effective unless and until such sale has been approved and confirmed by a majority vote of the governing body of the tax district, [except that no such approval shall be required when the property is sold at public auction to the highest bidder.” It has been and continues to be the intention of the County administration that all real property conveyances be approved by the County Legislature.

Article 16 of the New York State Not-for-Profit Corporation Law, entitled the “Land Bank Act”, authorizes the creation of a limited number of State approved type C not-for-profit land banks. Such article also provides that land banks are authorized to accept properties from foreclosing governmental entities, such as Albany County.

Albany County applied for and was granted authorization to create a Land Bank pursuant to this Article 16, which was accomplished by adoption of Resolution 68 of 2014 establishing the Albany County Land Bank Corporation (hereinafter referred to as the “Land Bank”).]
Applicability

Disposition Plan Provisions

The County will henceforth sell and convey [transfer] all properties acquired by it through the “in rem” delinquent tax lien foreclosure process in the following preferential order subject to the conditions thereunder stated:

-- Properties which will be discretionally conveyed by the County to itself for its stated governmental purposes. The list of properties acquired by the County through the “in rem” delinquent tax lien foreclosure process proposed for sale and conveyance to the County shall first be reviewed for conservation use purposes and received approval for transfer from the Legislative Conservation and Improvement Committee. Properties shall be listed based on lien year and locality. This review will be undertaken by the staff of the County Department of Economic Development, Conservation and Planning. Such list will also be forwarded to the County legislators for review. All such conveyances shall be made for nominal consideration, payment of which shall be deemed to have been waived.

-- Properties which will be discretionally conveyed by the County back to their immediate former owner(s) upon a showing of hardship. The sale price for reacquisition of these properties shall be the amount of their outstanding delinquent tax liability (inclusive of interest, penalties and legal charges) prior to foreclosure and all current taxes levied (inclusive of interest, penalties and legal charges) prior to the date of reacquisition. The full amount of the sale price and closing costs must be submitted to the County in escrow as a prerequisite to its requesting approval of the County Legislature for the reacquisition and will be refunded only in the event such approval is not granted. The recipient of the property is required to close within 60 days of certified legislation approving the reacquisition. The Deed back shall provide that any and all liens upon and other interests in the property which were extinguished as the result of its foreclosure, except to the extent that they were subsequently reduced, discharged, satisfied and/or otherwise terminated of record, upon the recording of said Deed shall be deemed reinstated and restored to the full extent they existed at the time they were so extinguished.

-- Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels. The sale price for these properties shall be the appraised value or an amount equal to the extinguished tax liability. The recipient of the property is required to close within 60 days of certified legislation approving the conveyance.

-- Properties which will be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose. The amount to be paid for the property shall be its assessed value, outstanding tax liability (inclusive of interest, penalties and legal charges) prior to its foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. A Deed provision requiring that the property be used for a stated governmental purpose or open space preservation or conservation purpose and
providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

______ – Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose. The amount to be paid for the property shall be its assessed value, outstanding delinquent tax liability (inclusive of interest, penalties and legal charges) prior to foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. A Deed provision requiring that the property be used for a stated public purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

______ – Properties which will be discretionally conveyed by the County to individuals or entities for economic development purposes.

A. The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability (inclusive of interest, penalties and legal charges). A deed provision requiring a stated economic development purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is not or is no longer being so used may be required. Public notification of the availability of the property proposed for private sale shall be made through all appropriate means (newspaper, website, etc.) prior to authorization of sale by the County Legislature. The recipient of the property is required to close within 90 days of certified legislation approving transfer.

B. If they have been withdrawn from foreclosure, these properties shall be conditionally offered for sale via sealed bid for either its appraised value, outstanding delinquent tax liability (inclusive of interest, penalties [, etc.] and legal charges) prior to foreclosure, or an amount which reflects the benefit to the community stemming from the proposed use of the property with disclosure of the reasons for their withdrawal. It shall be the bidder’s responsibility to research all information in the County’s property file in this regard. Upon bid approval by the County Legislature, the full amount of the sale price and closing costs must be submitted to the County in escrow prior to and as a prerequisite to the completion of the foreclosure process. A signed statement by the bidder acknowledging receipt of full disclosure regarding the condition of the property in so far as known to the County will be required at that time. The County shall not be liable for any conditions known or unknown on these properties, and the purchaser will be required to execute a release, hold harmless, and indemnification agreement in this regard at the closing on the sale. Deed title will be transferred directly to the successful bidder pursuant to assignment without recourse.

______ – Properties which will be discretionally conveyed by the County to the Albany County Land Bank Corporation.

A. The sale price for the conveyance of such properties shall be $1.00 payment of which consideration shall be waived by the County. The Albany County Land Bank will be
responsible for payment to the County of budgeted revenues based on current year adopted budget. This payment will be remitted to the County by October 1 of said calendar year.

B. The Land Bank is prohibited from conveying a property acquired from Albany County back to the property’s immediate former owner(s) for less consideration than the amount of the delinquent taxes (inclusive of interest, penalties and legal charges) owed on the property at the time of its foreclosure. If the Land Bank wishes to sell a property back to its immediate former owner(s) for less than the amount of the delinquent taxes (inclusive of interest, penalties and legal charges) owed on the property at the time of its foreclosure by the County, the Land Bank must provide the County with a compelling reason for doing so and obtain the prior written authorization of the County Legislature in the form of a resolution in this regard. The Deed back shall provide that any and all liens upon and other interests in the property which were extinguished as the result of its foreclosure by the County, except to the extent they were subsequently reduced, discharged, satisfied and/or otherwise terminated of record, shall by Deed provision be deemed reinstated and restored to the full extent they existed at the time they were so extinguished. The foregoing requirements shall be included in every Deed from the County to the Land Bank and provide that the County shall have a right of reacquisition through reverter in the event these requirements are not met.

C. County employees and members of the Albany County Legislature who are involved with the negotiation or preparation of the sale and closing process of properties title to which has been acquired by the County through the “In Rem” delinquent tax lien foreclosure process, have access to knowledge or information about a parcel conveyed by the County to the Land Bank or about the present or proposed use of nearby parcels through his or her County position, which knowledge or information is not accessible to the general public, or who have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information, are specifically precluded from purchasing properties conveyed to the Land Bank by the County during and for two (2) years after the termination of their County employment.

D. Properties which have received EnergizeNY benefit loan financing from the Energy Improvement Corporation for energy efficiency or renewable energy upgrades shall not be conveyed to the Albany County Land Bank Corporation unless that loan inclusive of interest has been completely repaid.

[to the Land Bank, with the following exceptions:

- Properties that will be utilized for county use;
- Properties that will be transferred to other governmental or not-for-profit/non-profit entities for preservation and conservation of open space; and
- Non-residential properties that are offered by the County for economic development purposes to properly vetted third parties. However, it is anticipated that the vast majority of such properties will be transferred to the Land Bank.]
Properties that are value at more than $30,000 at the time of transfer, as determined by the Division of Finance, shall be sold for the base taxes owed or half of valuation amount, whichever is less. The timing of this payment may be delayed until such time that the property is sold by the Land Bank. This is the maximum amount of payment that will be required from the Land Bank, but a lesser amount may be set by the County Legislature. All properties valued at less than $30,000 at the time of transfer shall be provided to the Land Bank for one dollar.

All property transfers including those to the Land Bank are subject to such additional requirements and/or conditions as the County Legislature may discretionally choose to impose.

County owned surplus real property which was not acquired by the “In Rem” delinquent tax lien foreclosure process will continue to be disposed of pursuant to provisions of County Local Law #2 of 1998 which authorizes the County Executive to sell and convey surplus real property owned by the County subject to County legislative approval.

The Albany County Land Bank shall be prohibited from selling a property acquired from Albany County to the former owner(s) for less than taxes, interest and fees owed. Likewise, all prior liens must also be reinstated if selling back to the former owned. The prior owned will have to reaffirm all prior liens extinguished through the County foreclosure process. If the Land Bank has a compelling reason to sell a property to a former owner for less than taxes, interest and fees, they must receive written authorization from the Chair of County Legislature. This requirement should be inserted into every transfer to the Land Bank.

County employees may purchase properties from the Land Bank, provided they are not involved with the negotiation, preparation, or approval of the transfer process, do not have access to knowledge or information about a parcel or about the present or proposed use of nearby parcels through his or her County position, which knowledge or information is not accessible to the general public, or do not have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information.

Without limiting the generality of the foregoing, members of the Albany County Legislature, employees of the Division of Finance and the Department of Management and Budget who are involved with the negotiation or preparation of the transfer process, any County employees that have access to knowledge or information about a parcel transferred to the land bank or about the present or proposed use of nearby parcels through his or her County position, which knowledge or information is not accessible to the general public, or any County employees that have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information, are specifically precluded from purchasing properties from the Land Bank for two (2) years after the termination of their County employment.

**Private Sales**
The County may consider private sale of real property acquired through the delinquent tax lien foreclosure process to entities other than the Land Bank under the following circumstances:

- Sales to Not-for-Profit/Non-Profit or Governmental entities for Conservation or Preservation of Open Space

The amount to be paid for the property shall be its assessed value, outstanding tax liability (inclusive of interest, etc.) prior to foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. A deed provision requiring that the property be used for a stated open space preservation or conservation purposes and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not so used may be required.

- Sales for Economic Development

The amount to be paid for a non-residential property shall be either its assessed value, outstanding tax liability (inclusive of interest, etc.) prior to foreclosure, or some other amount which reflects the use of the benefit to the community stemming from the proposed use of the property. A deed provision requiring that the property be used in for a stated economic development purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not so used may be required.

**Conditional Sales**

Properties that have been withdrawn from County “In Rem” delinquent tax foreclosure proceedings due to concerns regarding potential liability to the County, if title were taken to them, shall be conditionally offered for sale via sealed bid with disclosure of the reasons for their withdrawal. It shall be the bidder’s responsibility to research all information in the County’s property file in this regard. Upon bid approval, the full amount of the sale price and closing costs must be submitted to the county prior to and as a prerequisite to the completion of the foreclosure process. A Signed statement acknowledging receipt of full disclosure regarding the condition of the property in so far as known to the county will be required of the purchaser at that time. The County shall not be liable for any conditions known or unknown on these properties, and indemnification agreement in this regard at the closing on the sale. Deed title will be transferred directly to the successful bidder(s) by assignment without recourse.

Private sales are discretionary and the County Executive and/or County Legislature may for any reason reject any private sale request. All private sales must be approved by the County Legislature.

**General Proviso.**
All County sales and conveyances of properties title to which has been acquired by the County through the “In Rem” delinquent tax lien foreclosure process, including those to the Land Bank, are discretionary and the County Executive and/or County Legislature may for any reason reject any sale request. All such County property sales and conveyances, including those to the Land Bank, are subject to such additional requirements and/or conditions as the County Legislature may discretionarily choose to impose in connection with them. All such County property sales and conveyances, including those to the Land Bank, must be approved by the County Legislature.

[Selection of Properties For Transfer to the Land Bank]

The List of properties proposed for transfer to the Land Bank must first have been reviewed for conservation purposes and received approval to transfer from the Legislative Conservation and Improvement Committee. This review is undertaken by the staff of the County Department of Economic Development, Conservation and Planning. Such list will also be forwarded to the County Legislators for review.

Properties will be listed based on lien year and locality.]

Closing Procedure

The County will be responsible to produce deeds, transfer tax statements (TP584), and the Real Property Transfer Report (RP5217). The County will pro-rate any current real property taxes which are owed on the property based on the property as of the closing [transfer] date.

If an approved preferred buyer (including the Land Bank) [entity (Land Bank or others)] fails to close within the required period of time, [an extension may be granted] only [by] the County Legislature can grant an extension. There is no right to an extension.

If the approved preferred buyer [entity does not] fails to timely close on the property, any deposit made will be forfeited and the approved [bidder] buyer may be held liable for any costs or expenses incurred by the County on re-sale of the property.

Sale and Conveyance of County Owned Surplus Real Property

County owned surplus real property which was not acquired by the “In Rem” delinquent tax lien foreclosure process will continue to be disposed of pursuant to provisions of County Local Law #2 of 1998, which authorizes the County Executive to sell and convey surplus real property owned by the County subject to County legislative approval.
January 11, 2019

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

RE: Request for Legislative Action

Dear Chairman Joyce:

The Public Defender’s Office respectfully submits a Request for Legislative Action seeking authorization for the County Executive or Deputy County Executive to execute a contract with the New York State Office of Indigent Legal Services. The Public Defender’s Office has been awarded $300,000 by OILS for the 2nd Upstate Quality Improvement and Caseload Reduction competitive grant allocation. Our proposal to add an additional attorney position focused specifically on caseload relief will have no financial impact to the County as all of the funding for this program will be reimbursed by the Office of Indigent Legal Services.

Please let me know if you have any questions or concerns.

Respectfully Yours,

Stephen W. Herrick  
Public Defender

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for 2nd Upstate Quality Improvement Grant

Date: 1/2/19
Submitted By: Jane Pearson Curtis
Department: Public Defender
Title: Office Manager
Phone: 518-447-7373
Department Rep.: Stephen W. Herrick
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
CONCERNING CONTRACT AUTHORIZATIONS

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

Acceptance
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):
New York State Office of Indigent Legal Services
Alfred E. Smith Building
80 South Swan Street
11th Floor
Albany, NY 12210

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

Amount/Raise Schedule/Fee: $300,000
Scope of Services: Grant funding to provide support to Public Defenders' offices to improve the quality of services provided. Will fund new attorney position created to support current staff by handling last-minute, time-sensitive, and emergency tasks as required.

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

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: A1170 03025 - Indigent Legal Services Fund
Revenue Amount: $100,000

Appropriation Account and Line: A1170 12021T 150142 - Assistant Public Defender 1 Temp; A1170 8.9010 - State Retirement; A1170 8.9030 - Social Security; A1170 8.9060 - Hospital & Medical
Appropriation Amount: $65,000; $10,874; $4,850; $19,276

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) July 1, 2017 - June 30, 2020
Length of Contract: 3 years

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: 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)
The Public Defender's office seeks authorization to execute a contract with the New York State Office of Indigent Legal Services for a grant award in the amount of $300,000 over three years. This funding will add an additional attorney position specifically focused on caseload relief and will have no fiscal impact to the County as all funding will be reimbursed by the State.
## Appropriations

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<thead>
<tr>
<th>ACCOUNT NO.</th>
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November 2, 2018

Honorable Andrew L. Joyce
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff’s Office Request for Legislative Action relative to the above captioned.

Albany County Correctional Facility requests authorization for bond approval to begin the Switchgear Replacement Capital Project. This project will remove and replace the Facility’s aging switchgear that has been in place for over twenty-five years. The switchgear replacement will serve the entire facility and bring reliability to our power system, with up to date technology and equipment. It is imperative to replace as it could result in compromising the facility’s safety and security, if the system fails to operate during a power outage.

This project has been included in the 2019-2023 Capital Plan and a SEQR has been completed.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

Craig D. Apple
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lochart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: November 2, 2018
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
Contact Person: Sheriff Craig D. Apple Sr.
Telephone: 487-5440
Dept. Representative Attending Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:
- Adoption of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval X
- Budget Amendment (See below)
- Contract Authorization (See below)
- Environmental Impact
- Home Rule Request
- Property Conveyance
- Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
- Increase Account/Line No:
- Source of Funds:
- Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING:
TYPE OF CONTRACT
- Change Order/Contract Amendment
- Purchase (Equipment / Supplies)
- Lease (Equipment / Supplies)
- Requirements
- Professional Services X
- Educational / Training
- Grant:
  - New
  - Renewal
  - Submission Deadline Date

- Settlement of a Claim
- Release of Liability
- Other: (State briefly)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

________________________

________________________

Amount/Rate Schedule/Fee:

$2,700,000

Term: Immediate
Scope of Services: Bond Approval to spend down funds for Switchgear Replacement Capital Project at the Correctional Facility.

Contract Funding:
Anticipated in Current Budget: Yes X No
Funding Source: Capital Plan
County Budget Accounts:
Revenue: ____________________________
Appropriation: ____________________________
Bond (Res. No. & Date of Adoption) ____________________________

CONCERNING ALL REQUESTS:
Mandated Program / Service: Yes _____ No X
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes X No
If yes, indicate Revenue/Appropriation Accounts: Capital Plan

Fiscal Impact - Funding: (Dollars or Percentages)
Federal ____________________________
State ____________________________
County $2,700,000
Term/Length of Funding ____________________________

Previous Requests For Identical of Similar Action:
Resolution/Law Number: ____________________________
Date of Adoption: ____________________________

Justification: (State briefly why legislative action is requested)
Bond Approval to spend down funds for the Switchgear Replacement at the Correctional Facility.

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.
Title: Sheriff

LEGIS-01 (2/96)
MEMORANDUM

TO: Hon. Craig D. Apple, Albany County Sheriff
CC: 
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: May 26, 2017
RE: Capital Projects
SUBJECT: SEQR compliance for Correctional Facility switchgear replacement

I have reviewed the documentation provided by for the referenced project as it relates to State Environmental Quality Review (SEQR). The proposed project includes replacement of the facility’s 25+ year-old switchgear equipment.

As described above, this project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c)(1). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance beyond this determination is required at this time.

Should you have any questions or require additional information, please feel free to call me at your convenience.
January 7, 2018

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow the Albany County Sheriff’s Office to make a budget amendment in the amount of $652,730.00. We would like permission to move funds from our E911 reserve fund to the 2019 active budget. This amendment will be used to pay our communications equipment and software services for Motorola.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.
Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: JANUARY 7, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR
COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW) X
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)
PERMISSION TO MOVE FUNDS FROM E911 RESERVE FUND TO THE 2019 ACTIVE BUDGET

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING
INCREASE ACCOUNT/LINE NO. A93020,44046 (FEES FOR SERVICE)
SOURCE OF FUNDS: E911 RESERVE FUND
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)
STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:   PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEES:

TERM:
SCOPE OF SERVICES:

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET:    YES    NO
FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:
REVENUE:

APPROPRIATION:
BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE:
IF MANDATED CITE: AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET:
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING:    (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
COUNTY
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER:
DATE OF ADOPTION:

JUSTIFICATION:    (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THE $652,730 TRANSFER WILL BE USED TO PAY OUR EQUIPMENT AND SOFTWARE SERVICES AND SUPPORT INVOICE WITH MOTORLA.

BACK-UP MATERIAL SUBMITTED    (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY:    CRAIG D APPLE SR
TITLE:    SHERIFF
# 2019 Budget Amendment

## Appropriations

<table>
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<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
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<td>FEES FOR SERVICE</td>
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## Estimated Revenues

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<td>0.00</td>
<td>652,730.00</td>
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<td>652,730.00</td>
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</table>
**INVOICE**

**Page 1 of 2**

**TOTAL INVOICE AMOUNT:** $652,730.00

**MOTOROLA INVOICE NUMBER:** 41258873

**INVOICE DATE:** 11/09/2018

**PAYMENT DUE:** PER CONTRACT

**CUSTOMER ACCOUNT NUMBER:** 1035432369 0008

**PURCHASE ORDER DATE:**

**YOUR PO #:** CONTRACT

---

For questions concerning this Invoice please contact Motorola at: 1-866-567-7347

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

---

### Invoice Detail

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<th>Item</th>
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<th>Qty.</th>
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<td>EQUIPMENT AND SOFTWARE SERVICES AND SUPPORT_MULTI-YEAR AGREEMENT FOR YEARS 2-10</td>
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IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT KERI BUTHMAN 8647-576-6024 OR EMAIL: KERI.BUTHMAN@MOTOROLASOLUTIONS.COM

THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS, INC.

INVOICE DUE PER TERMS OF CONTRACT

---

SUBTOTAL: 652,730.00

(Continued on Next Page)

---

**INVOICE NUMBER** 41258873  
**CUSTOMER ACCOUNT NUMBER** 1035432369 0008  
**PAYMENT DUE** PER CONTRACT

---

Please put your Invoice Number and your Customer Account Number on your check for prompt processing.

ALBANY COUNTY SHERIFF'S DEPT

16 EAGLE ST COURT HOUSE

ALBANY, NY 12207

---

**Payment Coupon**

<table>
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<th>Invoice Total</th>
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<td>$652,730.00</td>
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Send Payment To:

MOTOROLA SOLUTIONS, INC.

13108 COLLECTIONS CENTER DRIVE

CHICAGO, IL 60693

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0401020508080703 1035432369 0008 0000 110918 0065273000 08
INVOICE

TOTAL INVOICE AMOUNT: $652,730.00
MOTOROLA INVOICE NUMBER: 41269873
INVOICE DATE: 11/09/2018
PAYMENT DUE: PER CONTRACT
CUSTOMER ACCOUNT NUMBER: 1035432369 0008
PURCHASE ORDER DATE: 
YOUR P.O.: CONTRACT

For questions concerning this invoice please contact Motorola at: 1-888-567-7347

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail (Continued)

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<td>PLEASE PAY THIS AMOUNT (PAYMENT DUE: PER CONTRACT)</td>
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BILL TO: ALBANY COUNTY SHERIFF'S DEPT

16 EAGLE ST COURT HOUSE
ALBANY, NY 12207

00028-00027-00021
Payment Terms: LARGE CONTRACT
Sales Order Number: 3304012580027

Visit our website at: www.motorola.com
January 4, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I respectfully request a resolution authorizing the Sheriff's Office to create one new full time Paramedic position and one new EMT position. These positions will be utilized in participating municipalities in our Advanced Life Support Program. These positions are reimbursed in full through the Advanced Life Support Program. Also, please find the attached 2019 budget amendment regarding the positions.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: DECEMBER 26, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR

COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW) X
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) X

THE SHERIFF'S OFFICE IS LOOKING TO CREATE ONE NEW FULL TIME PARAMEDIC AND ONE NEW FULL TIME EMT AND ADD THEM TO OUR 2019 BUDGET

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:

INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS: SEE ATTACHED
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: ________________________________

PARTY (NAME/ADDRESS): ______________________________________

AMOUNT/RATE SCHEDULE/FEES:

TERM: _______________________________________________________

SCOPE OF SERVICES: _________________________________________

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES __ NO __

FUNDING SOURCE: ___________________________________________

COUNTY BUDGET ACCOUNTS: _________________________________

REVENUE: __________________________________________________

APPROPRIATION: _____________________________________________

BOND (RES. NO. & DATE OF ADOPTION) _________________________

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES __ NO __ X

IF MANDATED CITE: AUTHORITY _______________________________

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES __ NO __ X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _______

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL ___________________________________________________

STATE ________________________________

COUNTY 100% __________

TERM/LENGTH OF FUNDING: ______________________________________

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 96 OF 2017

DATE OF ADOPTION: 3/13/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

PER COVER LETTER

THE SALARIES ARE COVERED BY ALS REVENUES

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,

BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS

AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
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<thead>
<tr>
<th>2019 Budget Amendment</th>
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<td>Resolution No.</td>
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**Note:** The annual salaries have been projected for 46 weeks in 2019.