AGENDA
SOCIAL SERVICES COMMITTEE
JUNE 20, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM (HEAP)

2. AUTHORIZING AN AGREEMENT WITH HOPE HOUSE, INC. REGARDING RESIDENTIAL TREATMENT SERVICES TO WOMEN WITH MINOR CHILDREN

3. AMENDING RESOLUTION NO. 138 FOR 2019 REGARDING THE PROVISION OF FAMILY SHELTER SERVICES

4. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH MEYERS AND STAUFFER, LLC FOR AUDITING SERVICES REGARDING MEDICAID FRAUD, WASTE AND ABUSE

5. AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM AND AMENDING THE 2019 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET
6. AUTHORIZING AGREEMENTS REGARDING THE 2019 SUMMER YOUTH EMPLOYMENT PROGRAM AND AMENDING THE 2019 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on May 28, 2019. Chairperson Fein, Messrs. Simpson, Bullock, Clay, Commissio, Ms. Lockart, Messrs. Mendick, Reinhardt, and Cahill were present. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Amending Resolution No. 512 for 2018 Regarding the Albany County Equity Agenda: The Albany County Executive’s office requested an amendment to the agreement with the SUNY Center for Human Services Research to indicate an ending date of September 30, 2019 rather than June 30, 2019. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Amending Resolution No. 137 for 2018 Regarding Homeless Shelter Services in Albany County: The Commissioner of the Department of Social Services requested an amendment to the supplemental grant funding to be received by Albany County for reimbursements associated with the housing of individuals under Executive Order 151 to reflect a total amount of $32,438 rather than $15,000 in supplemental funding. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully submitted,
THE SOCIAL SERVICES COMMITTEE

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

PATRICE LOCKART
RICHARD MENICK
WILLIAM REINHARDT
CHARLES CAHILL
June 12, 2019

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

Dear Chairman Joyce,

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

Authorization is requested to contract with Cornell Cooperative Extension of Albany County (CCE) to provide Home Energy Assistance Program (HEAP) outreach and certification services. HEAP is a state-supervised program to assist eligible low-income households in meeting the costs of home energy. The local Department of Social Services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. The LDSS must establish a local certification network which provides for an alternative non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance. CCE meets these requirements.

CCE also accepts/processes all mail-in applications. We are requesting to renew an agreement with them to continue these important services.

Sincerely,

Michele G. McClave
Commissioner

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

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

Date: 6/4/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.: Michele McClave
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

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

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: $160,000
Scope of Services: Provide Home Energy Assistance Program (HEAP) outreach and certification services to low-income residents in Albany County, especially elderly and handicapped individuals. Service to include the preparation and review of all mail-in applications.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 393.3
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6010 04610
Revenue Amount: $35,200.00

Appropriation Account and Line: AA6010 44046
Appropriation Amount: $160,000.00

Source of Funding - (Percentages)
Federal: 22%
State: 0
County: 78%
Local: 0

Term
Term: (Start and end date) 10/1/2019-9/30/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒ Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 295
Date of Adoption: 7/9/2018

Justification: (state briefly why legislative action is requested)
Authorization is requested to contract with Cornell Cooperative Extension (CCE) to provide HEAP outreach and certification services. HEAP is a state-supervised program to assist eligible low-income households in meeting the costs of home energy. The local department of social services (LDSS) is designated as the lead local agency to administer outreach, certification and payment services. Prior to program start-up the LDSS must establish a local certification network which provides for alternative, non-LDSS site(s) for a reasonable share of outreach and intake for regular and emergency HEAP assistance.

CCE will provide outreach, information and certification services for the general public residing in Albany County and also accept/process all mail-in applications. During the next contract period CCE will:

- Bring the benefits of the Home Energy Program to eligible residents - especially working families, retirees and disabled persons within Albany County.
- Receive HEAP applications and documentation, interview applicants and forward applications to ACDSS for final determination and payment. NOTE: Cornell handled approximately 45% of the total HEAP volume for the 2018-2019 HEAP season (6,564). Of the total applications received Cornell processed 2,941 of them. Of this amount 1,866 were processed for the hill towns (29%) and 1075 (16%) were processed at their Albany location.
- Complete HEAP “application days” at satellite sites throughout Albany County.
- Advertise through various media regarding the availability of the HEAP program and eligibility criteria for receiving benefits.
- Monitor and address DSS incoming telephone traffic, forwarding only those calls that must be resolved by Examiner
series staff.
• Cornell assists in handling HEAP in-person and mail-in applications for the entire County.
In addition to conducting outreach at a variety of community locations throughout the County, Cornell provides HEAP enrollment services at the following sites:
1) Cornell Cooperative Extension
   230 Green St., Albany 3rd Floor
   Phone: 518-765-3500; Fax: 518-463-8218
2) Choices
   Rte. 9 W, Faith Plaza
   Ravenna, NY
   Phone: 518-756-8650; Fax: 518-756-3988
3) Cohoes Multi-Service Senior Center (During Winter HEAP season every Tuesday 1:00-3:30 PM)
   10 Cayuga Plaza, Cohoes, NY
   Walk-in only
Cornell is currently contracted to provide outreach and enrollment services at the above locations. Examples include advertising with local media and providing "HEAP Outreach Days" at satellite sites during the HEAP season. The purpose of these sessions is to market the HEAP program and encourage applications from low-income households. Additionally, Cornell conducts home visits for disabled/homebound residents to assist in applying for HEAP benefits.

The number of clients served is dependent upon income eligibility guidelines set by New York State Office of Temporary and Disability Assistance and also by the level of federal funding received.
SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
CORNELL COOPERATIVE EXTENSION OF ALBANY COUNTY
FOR
HOME ENERGY ASSISTANCE PROGRAM
OUTREACH, CERTIFICATION AND EDUCATION SERVICES

RESOLUTION NO. 295, ADOPTED 7/9/2018

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

WITNESSETH:

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

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

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

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

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

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

WHEREAS, Provider will supervise and empower staff associated with this agreement to connect with and align themselves with the set forth plans of work of the State and National Land-Grant and Cooperative Extension systems to further the improvement of Albany County’s residents knowledge and practices; and
WHEREAS, Provider has satisfactorily demonstrated that it has the experience and expertise through its connection to the Cornell Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the integration of the nationwide connection to the Land-Grant University system necessary to provide such services; and

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

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

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

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

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

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

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

ARTICLE II. GENERAL PROVISIONS

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

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

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

1. Only applications which meet the following criteria shall be considered complete and accurate:
   - application forms and budget worksheets are completed fully and accurately
   - mathematical computations are calculated and displayed
   - presumptive eligibility determinations – including the primary reason for ineligibility – are clearly indicated
   - all required documentation – including legible photocopies as appropriate – are attached

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE IV. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.
The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE V. COOPERATION

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

ARTICLE VI. FAIR HEARING

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

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

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

ARTICLE VII. RELATIONSHIP

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

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.
If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

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

ARTICLE X. FEES

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

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

1. An initial payment of $32,000 will be paid by January 31st of the contract year or as soon as appropriate HEAP funds are received from New York State. These funds are usually received by January 31 of each year.
2. An additional payment of $32,000 will be paid by March 1st of the contract year.
3. An additional payment of $32,000 will be paid by May 1st of the contract year.
4. An additional payment of $32,000 will be paid by August 1st of the contract year.
5. A final payment of $32,000 will be paid by October 31st following the end of the contract year.

ARTICLE XI. NON-APPROPRIATIONS

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

ARTICLE XII. INDEMNIFICATION

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

ARTICLE XIII. INSURANCE

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

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

ARTICLE XIV. ASSIGNMENTS

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

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

ARTICLE XV. CONFLICT OF INTEREST

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):
a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
c. does not have a proposed debarment pending; and
d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2018 and will continue in effect through September 30, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

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

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

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

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

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

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.
Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

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

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

ARTICLE XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

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

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. MODIFICATION

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

ARTICLE XXVIII. NOTICE

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

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

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

ARTICLE XXX. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

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

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

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

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

ALBANY COUNTY

DATE: ________________

BY: ____________________

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

CORNELL COOPERATIVE EXTENSION

DATE: ________________

BY: ____________________

Signature

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

On the ___ day of ________________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC

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

On the ___ day of ________________, 2018, before me, the undersigned, personally appeared ________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

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

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

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: ____________________________  By: ____________________________

Signature

______________________________
Title
SCHEDULE C

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


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

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

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

(1) The dangers of drug abuse in the workplace;
(2) The grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance program; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

Organization

Authorized Signature

Title          Date
SCHEDULE D

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

________________________________________
Organization

________________________________________
Authorized Signature

________________________________________
Title                      Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

SCOPE OF SERVICES

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

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

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

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

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

1. The Provider shall publicize the availability of HEAP.

2. The Provider shall develop informational materials regarding HEAP eligibility criteria, documentation requirements, office location, hours of operation and telephone number. The Provider shall disseminate these materials to the public from community centers, service organizations, businesses and other sites, which the Provider may deem appropriate. All printed materials shall be submitted to DSS for review and approval at least 30 days prior to their dissemination. DSS will notify the Provider regarding approval or a request for revision within 10 days of receipt.

3. The Provider shall make presentations designed to educate the public about the availability of HEAP at a minimum of 10 community forums during the HEAP season.

4. The Provider shall schedule and conduct “HEAP Outreach Days” at satellite sites during the HEAP season. The purpose of these sessions shall be to market the HEAP program and encourage applications from low-income households. The Provider shall provide a schedule of the dates and locations of these “HEAP Outreach Days” to DSS at least 30 days in advance.

5. Outreach shall be targeted to HEAP-eligible residents. HEAP-eligible households include, (but are not necessarily limited to): low-income homeowners, renters (both publicly subsidized and private) who pay for heat separately from their rent, and private, non-subsidized renters whose rent includes heat.
6. The Provider shall invite telephone inquiries and respond to them directly, minimizing telephone referrals to DSS.

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

1. The Provider shall ensure that HEAP applications are readily available and shall provide appropriate instructions for persons requesting applications.

2. The Provider shall review the HEAP “Application Rights Form” with the customer during each application interview.

3. The Provider shall conduct home visits for disabled/homebound residents. Home visits shall take place within 18 hours of notification for disabled/homebound residents with emergencies.

4. The Provider shall monitor their application database to ensure that only one application per household is submitted within a 30-day period.

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

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

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

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

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

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

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

Albany County Department of Social Services uses a central phone line (518-447-7323) with a voice-mail phone tree for callers seeking answers to questions related to and/or resolution of fuel/utility issues and emergencies. The Provider will be responsible for removing voicemail messages from Albany County's phone line via webmail internet access. The Provider will attempt to resolve the caller's question or concern via their access to fuel/utility vendors and the
Welfare Management System. When possible, Provider will return the call within a two day time frame. For those instances in which DSS attention is needed for resolution, Provider will alert DSS staff by e-mail, fax or telephone, depending on the urgency of the situation. DSS staff will work together with Provider staff to resolve the issue and decide, on a case by case basis, who will handle the follow-up communication with the caller.

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

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

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

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

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

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2018 - September 30, 2019. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

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

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

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

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

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

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

5. Incorporation in the Agreement – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
June 12, 2019

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

Dear Chairman Joyce,

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

Authorization is requested to renew an agreement with Hope House for OASAS-licensed residential services to women with minor children. The facility is a sole source provider in Albany County and fills a critical gap in the continuum of services available to women in Albany County who are experiencing drug/alcohol issues. Without this facility, women with minor children in need of residential treatment services are forced to temporarily discontinue care of their children or enter a program in another area of the state.

Access to this facility allows women to secure appropriate treatment services without disrupting their parenting roles with their children, and in many cases avoiding foster care placement. In addition, some children who are in the custody of the Department for Children, Youth & Families, as the result of a child abuse/neglect proceeding, may be able to be returned to their mothers at an earlier date than would otherwise be possible.

The facility has at any given “point in time” capacity for 21 adults and 12 children, with occupancy to average 24 individuals. The continuum of services provided by the facility includes, but is not limited to, room and board, routine medical services, parenting education and modeling, coordination with alcohol/substance abuse treatment and other services, assessment of special needs, appropriate recreational opportunities for children and families and other related services.

Sincerely,

Michele McClave
Commissioner

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

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

Date: 6/4/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele McClave

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
    Choose an item.
        Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
    Hope House, Inc.
    40 Colvin Ave., Ste. 200
    Albany, NY 12206

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

Amount/Raise Schedule/Fee: $240,000
Scope of Services: Residential services provided for women experiencing alcohol/substance abuse and their minor children (ages newborn to 9 years), through an Office of Alcoholism and Substance Abuse Services (OASAS)-licensed Community Residence. Single women, pregnant women, and women with children will be eligible for admission.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
    18 NYCRR 352.8
Is there a Fiscal Impact: Yes ☑ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

County Budget Accounts:
Revenue Account and Line: AA6109 04609, AA6140 03640, AA6142 03642
Revenue Amount: $12,000.00 $62,640.00 $6,000.00

Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046
Appropriation Amount: $12,000.00 $216,000.00 $12,000.00

Source of Funding - (Percentages)
  Federal: 5%
  State: 29%
  County: 66%
  Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/2019-9/30/2020
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: 296
Date of Adoption: 7/9/2018

Justification: (state briefly why legislative action is requested)
Authorization is requested to renew an agreement with Hope House for OASAS-licensed residential services for women with minor children. The facility is a sole source provider in Albany County and fills a critical gap in the continuum of services available to women in Albany County who are experiencing drug/alcohol issues. Without this facility, women with minor children in need of residential treatment services are forced to temporarily discontinue care of their children or enter a program in another area of the state. Access to this facility allows women to secure appropriate treatment services without disrupting their parenting roles with their children, and in many cases avoiding foster care placement. In addition, some children who are in the custody of the Department for Children, Youth & Families, as the result of a child abuse/neglect proceeding, may be able to be returned to their mothers at an earlier date than would otherwise be possible. The facility has at any given “point in time” capacity for 21 adults and 12 children, with occupancy to average 24 individuals. The continuum of services provided by the facility includes, but is not limited to, room and board, routine medical services, parenting education and modeling, coordination with alcohol/substance abuse treatment and other services, assessment of special needs, appropriate recreational opportunities for children and families and other related services. The County agrees to pay and the Provider agrees to accept as payment for eligible adult residents at the State-established Congregate Care Level II rate ($1005/month plus $171 personal needs allowance). These rates are established by NYS. Authority is requested to pay the State-established per Diem rate as reflected herein, or as subsequently promulgated by NYS. In addition, the Provider agrees to accept a per diem rate of $36.16, per eligible child. From May 2018 to April 2019, Hope House has served 20 women and 7 children.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
HOPE HOUSE, INC.

PURSUANT TO RESOLUTION NO. 296, ADOPTED 7/9/2018

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Hope House, Inc. (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 573 Livingston Ave, Albany, New York 12206 and with an office at 573 Livingston Avenue, Albany NY 12206.

WITNESSETH:

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

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary services to meet the needs of the County and to meet the needs of the aforementioned individuals residing in Albany County.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide residential services targeting temporary assistance eligible women with alcohol and/or substance abuse problems, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Services to be provided under this Agreement shall be defined as the provision of residential services to women experiencing alcohol/substance abuse, and their minor children, through an OASAS-certified Community Residence.

Single women, pregnant women, and women with children, ages 9 and under, will be eligible for admission. The continuum of services to be provided by the facility will include but not be limited to room and board, routine medical services and parenting education and modeling.
The facility will coordinate the provision of alcohol/substance abuse treatment, mental health treatment and other services to include, child day care, assessment of special needs, appropriate recreational opportunities for children and families, and other related services, as detailed under Exhibit 1.

The Provider will provide the agreed community residential services as described in ARTICLE II. SCOPE OF SERVICES.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Both parties in writing must mutually agree to any requests by either party to the Agreement for modifications to the provision of these schedules and exhibits before the additional or modified provisions shall commence.

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

The Department will designate a staff person who shall have authority for overseeing the Provider’s performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY

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

ARTICLE VI. INFORMATION ACCESS

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

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

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

ARTICLE VII. COOPERATION

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

ARTICLE VIII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

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

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

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.
If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

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

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept as payment for eligible adult residents the State-established Congregate Care Level II Rate, plus a $166 personal needs allowance and the Provider agrees to accept a per diem rate of $36.16, per eligible child. This will be considered as full compensation for the services described under this Agreement.

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. SCHEDULE

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

ARTICLE XIII. INDEMNIFICATION

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

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

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

ARTICLE XV. NON-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. GOVERNING LAWS

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2018 and will continue in effect through September 30, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XIX. FEDERAL LOBBYING

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

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

ARTICLE XXI. SUSPENSION AND DEBARMENT

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

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

ARTICLE XXII. REMEDY FOR BREACH

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

ARTICLE XXIII. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. INVALID PROVISIONS

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

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

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

ARTICLE XXX. NOTICE

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

Name: Valerie Sacks; Dept.: Social Services; 162 Washington Ave. Albany, NY 12210

ARTICLE XXXI. MODIFICATION

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

ARTICLE XXXII. ADDITIONAL ASSURANCES

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

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

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

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: ________________________ BY: ________________________

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

HOPE HOUSE, INC.

DATE: ________________________ BY: ________________________

Name

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

On the ___ day of _____________, 2018, before me, the undersigned, personally
appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by his
signature on the instrument, the individual, or the person upon behalf of which the individual
acted, executed the instrument.

__________________________
NOTARY PUBLIC

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

On the ___ day of _____________, 2018, before me, the undersigned, personally
appeared __________________ personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature
on the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.

__________________________
NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

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

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: __________________________   By: __________________________

Signature

__________________________
Title
SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


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

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

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

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

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

Organization

Authorized Signature

Title Date
SCHEDULE D

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

__________________________________________________________________________
Organization

__________________________________________________________________________
Authorized Signature

__________________________________________________________________________
Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Service Provision Responsibility

Under this Agreement, the Provider will provide residential care for eligible individuals and families under this Agreement, as follows:

I. **Service Definition** - Residential care will be provided to women, pregnant women and women with children, age nine and younger, through an OASAS-certified Specialized Community Residence for Women, Pregnant Women and Women with Children.

II. **Eligible Persons** - Eligibility for admission shall be consistent with NYS regulations for the operation and certification of community residences. Persons admitted must demonstrate eligibility for temporary assistance through Albany County in order for the Department to provide reimbursement under the terms of this Agreement.

III. **Service Provision** - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances. The Provider certifies that it is a NYS OASAS-certified Community Residence, and will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS OASAS certification as a Community Residence, this Agreement shall terminate immediately according to the termination provisions of this Agreement. It will be the Provider's responsibility to immediately notify the Department of any such change in its certification status.

In addition to services provided under OASAS regulations to the adult residents, the Provider agrees to provide room, board and related services to minor children in residence at the facility, consistent with the attached program and budget proposal.

IV. **Bed Capacity** - The Provider shall not admit or retain a number of persons in excess of 21 adults and their children. If a change in capacity is approved by NYS OASAS, the Provider agrees to notify the Department of such, in writing, within 30 days.

V. **Location of Services** – The Provider will provide the agreed services only at the following location:

890 Madison Avenue
Albany, NY 12208

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department’s prior written approval has been secured, and attached as an amendment to this Agreement.

VI. **Other** – The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to temporary assistance-eligible residents of OASAS-certified Community Residences.
EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate temporary assistance programs.

2. Eligibility determinations, reimbursements, and payment of benefits to the recipient will be made in compliance with current federal and State regulations.

3. Reimbursement will be provided from the date that initial eligibility is established. However, in the instance that admission occurs on an emergency basis during Department non-working hours, or after 3 p.m. on a working day, the Department will provide reimbursement retroactive to the date of admission, provided that eligibility is established on the next working day.

4. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under temporary assistance regulations, and must not be included in bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.

5. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial, as well as the per diem rate to be paid. In the instance that a resident has an alternate source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will be fully responsible for collection of any remaining amount directly from the resident.

6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview, the Department will assume payment responsibility up to the date ineligibility is established.

7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay, provided that the individual has made application to the Department and meets all eligibility requirements.
B. Reimbursement

1. The Provider will bill the Department for each resident determined eligible for reimbursement by the Department, and will send such to the designated temporary assistance contact person. The bill will include the name of each resident, social security or TA case numbers, and the actual dates of shelter stay charged. A copy of the Department's authorization(s) for the billed dates should also be attached. Each bill must be signed by the Provider, with such signature being considered to attest to the validity of the claim.

2. Following receipt of the bill, the Department will generate a voucher to the Provider, to be reviewed for accuracy, signed and returned to the Department's Accounting Division. Payment will be generated upon receipt of the signed voucher.

II. Fiscal Reporting

1. As a condition of the execution of this Agreement, the Provider must submit to the Department a proposed facility budget for the contract year, specifying projections of all income and expenditures, as well as a report of actual income and expenditures for the previous contract year.

2. The Provider agrees to provide the Department with a copy of its annual fiscal audit.

3. All budgetary information and reports required under this section shall be submitted to the designated Department contact person.
APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

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

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

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

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

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2018 – September 30, 2019. 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.
June 12, 2019

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

Dear Chairman Joyce,

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

Via Resolution 138 adopted 4/18/19 permission was granted to contract with the St. Catherine’s Center for Children at a rate of $145.18 per diem. Subsequent to this resolution, NYS granted the provider an increase to $150.76 per diem and, therefore, we are requesting permission to allow this increase authorized by NYS.

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Marillac Residence, operated by St. Catherine’s Center for Children, is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension.

Sincerely,

Michele G. McClave
Commissioner

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): Contract Authorization for Social Services (St. Catherine's)

Date: 6/4/2019
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.: Michele McClave
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
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
St. Catherine’s Center for Children-Marillac Residence
40 North Main Avenue, Albany, NY 12203

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

Amount/Raise Schedule/Fee: $0.00
Scope of Services: Operation of a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

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: 18NYCRR - Parts 352.8 and 900
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: 100%
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) 7/1/2019-6/30/2020
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: 138
Date of Adoption: 4/18/2019

Justification: (state briefly why legislative action is requested)
Via Resolution 138 adopted 4/18/19 permission was granted to contract with the St. Catherine’s Center for Children at a rate of $145.18 per diem. Subsequent to this resolution, NYS granted the provider an increase to $150.76 per diem and, therefore, we are requesting permission to allow this increase authorized by NYS. The maximum allowable amount, previously approved, in the amount of $1,200,000 will remain the same and is accounted for in the current budget.

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Marillac Residence, operated by St. Catherine’s Center for Children, is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension.

All funding for services is established by NYS. Authority is requested to pay the State-established per Diem rate as
reflected herein, or as subsequently promulgated by NYS. During calendar year 2018, 84 families were served.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
ST. CATHERINE'S CENTER FOR CHILDREN

PURSUANT TO RESOLUTION NO. 151, ADOPTED 4/9/2018

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and St. Catherine’s Center for Children (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to Social Services Law and Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law and Title 18 NYCRR 352.8, require local districts to provide emergency assistance to eligible homeless persons, and authorizes payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, Albany County is desirous of contracting with the Provider for the operation and management of a Tier II Family Shelter, pursuant to the provisions of 18 NYCRR 900 et seq., on the premises located at 195 Washington Avenue Extension, Albany, New York, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless families residing in Albany County.

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

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services for families at the Marillac Residence, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof.
ARTICLE II. SCOPE OF SERVICES

The Provider will operate, manage and evaluate a Tier II Family Shelter program, pursuant to 18 NYCRR 900 and the facility Operational Plan, as submitted by the Department and approved by NYS Office of Temporary and Disability Assistance (NYSOTDA), or as subsequently amended, and as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 195 Washington Avenue Extension, Albany, New York 12205.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department’s prior, written approval has been secured and attached as an amendment to this Agreement.

The Provider agrees to assume full responsibility for the maintenance, repair and security of all facility buildings and grounds, except as otherwise provided herein.

All capital improvements and/or capital repairs will be implemented under the direction and control of the County, with the assistance and cooperation of the Provider. A “capital improvement or capital repair” means an improvement or repair that adds to the value of the facility or extends the useful life of the facility. The parties acknowledge that as owner of the facility the County is required to comply with state and local competitive bidding requirements, as well as the prevailing wage rate provisions of Labor Law section 220 that apply to “public works” projects. To illustrate, the replacement of the facility roof constitutes a “public works” project that triggers competitive bidding and prevailing wage rate requirements. The County remains responsible for the cost of all capital improvements and capital repairs. The parties agree that funds maintained in either a replacement fund, rent fund or capital fund will be available for and may be utilized by the County for capital improvements or repairs.

In the event of an emergency involving the failure of an essential building system (ex. HVAC, sewer pump, fire sprinkler system), the direct replacement of such system shall be coordinated between the County Department of General Services and the Provider’s maintenance staff. The replacement of such items constitutes a capital improvement such that the prevailing wage rate would apply.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

The Provider specifically agrees to perform or assist homeless families to obtain services and achieve housing permanency as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these schedules and exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).
The Department will designate a staff person who shall have authority for overseeing the Provider’s performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

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

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

ARTICLE IV. ASSIGNMENTS

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

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

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

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

ARTICLE VI. INFORMATION ACCESS

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

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

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

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

ARTICLE VIII. FAIR HEARINGS

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

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

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

ARTICLE IX. ACCOUNTING RECORDS

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

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

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

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed ONE HUNDRED FORTY FIVE DOLLARS AND 18/100 ($145.18) per day, per public assistance-eligible family, as full compensation for the Service described under this Agreement. Said amount represents the operating component of the facility per diem rate approved by NYSOTDA.

The above-specified per diem rate has been established by New York State. Any change in the rate, as established by New York State, will immediately, upon its effective date, take precedence over the rate specified in the above paragraph.
The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part herof.

The Provider agrees that the Department may at any time during the term of this Agreement, elect to reduce the per diem rate paid to the Provider in an amount not to exceed an annual total of $9,931, representing the State approved budgeted amount for replacement reserve costs. The amount of this reduction will be determined based upon an amount of funds to be retained by the Department for a capital reserve, minus an amount to be retained by St. Catherine’s for equipment and furnishing replacement reserve.

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. SCHEDULE

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

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

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

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

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

ARTICLE XVI. NON-DISCRIMINATION

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

ARTICLE XVII. CONFLICT OF INTEREST

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

ARTICLE XVIII. GOVERNING LAWS

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

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.
This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

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

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

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

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2018 and will continue in effect through June 30, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. FEDERAL LOBBYING

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

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

ARTICLE XXII. SUSPENSION AND DEBARMENT

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

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

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. INVALID PROVISIONS

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

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

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

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

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

(The Rest of This Page Left Intentionally Blank)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: ___________________________  BY: ___________________________

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE

DATE: ___________________________  BY: ___________________________

Name

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

On the ___ day of ____________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF _________ ) SS:

On the ___ day of ____________, 2018, before me, the undersigned, personally appeared ____________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

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

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

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

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

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

AUTOMOBILE INSURANCE WAIVER STATEMENT

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

Date: ____________________________  By: ____________________________

Signature

_______________________________
Title
SCHEDULE C

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


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

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

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

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

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

__________________________________________
Organization

__________________________________________
Authorized Signature

Title ____________________________ Date ____________
SCHEDULE D

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

________________________________________
Organization

________________________________________
Authorized Signature

_________________________  ________________________
Title                        Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Service Provision Responsibilities

The Provider will provide emergency shelter services to eligible homeless families under this Agreement, as follows.

I. Service Definition - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for homeless families determined to be in need of temporary accommodations, supervision and services. Emergency/transitional shelter services for these purposes will be provided through an approved Tier II Family Shelter, in accordance with Part 900 of NYS regulations.

II. Eligible Families - An eligible family shall be defined as a family composed of two or more persons, including at least one minor child, or a pregnant woman who has no other children living with her, who are not domiciled or residing in a temporary shelter, and:

- Constitute a household in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, and any other persons related to a member of such household who are eligible for Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income; or

- Although not currently in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, applies for such benefits and are found eligible for participation in such programs.

III. Service Provision - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances, and most particularly those specified in 18 NYCRR 900. The Provider hereby certifies that it is a NYS approved Tier II Family Shelter and will maintain compliance with all related laws, regulations and NYS directives. In the event that the Provider should fail to maintain NYS approval as a Tier II Family Shelter, this Agreement shall terminate immediately, in accordance with the provisions outlined in Section XIX of this Agreement.

In the event that the Provider should become knowingly non-compliant with any aspect of applicable statutes, regulations, codes and ordinances, verbal notification shall be immediately provided to the Department, followed by written notification within 48 hours, specifying the nature of the non-compliance and the Provider's plan for addressing the problem, including specific actions to be taken and projected time-frames for achieving compliance.

In the event that a NYSOTDA inspection of the facility identifies area of non-compliance, the Provider shall submit to the Department, within 7 days of receipt of the inspection report from either NYSOTDA or the Department, a written plan indicating the specific actions, which will be taken in order to achieve compliance within the required 30 days regulatory period. The Provider shall also immediately notify the Department in writing when it has achieved full
compliance through addressing all areas of non-compliance, or if it is anticipated that compliance will not be achievable within the required 30 days.

The Provider will maintain service provision that is consistent with the requirements of 18 NYCRR 900 and any other applicable NYS regulations. Service provision will also be consistent with the facility’s Operational Plan, as submitted by the Department to NYSOTDA and approved by NYSOTDA. No substantive changes shall be made to service provision without approval by the Department and NYSOTDA through revision of the Operational Plan or other appropriate means.

The Provider will immediately notify the Department of any incidents involving resident endangerment, injury or death, significant damage to the facility buildings or grounds, or other circumstances of a similarly significant nature. In such instances, verbal notification shall be provided as soon as practicable on the same or next working day, to be followed within 48 hours by a written notification of the specifics of the incident or circumstances.
EXHIBIT 2

RATE FOR SERVICE/FISCAL REPORTING

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

a) A per diem rate as specified in Article X, per public assistance-eligible family, will be utilized in calculating reimbursement due to the Provider.

b) In the event that NYS should increase or decrease the per diem rate applicable to the Provider’s Tier II Family Shelter, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter “bed days” provided to an eligible person(s) as follows.

a) The Department will reimburse the Provider for shelter stays of families who have appropriately established eligibility under Family Assistance, Emergency Assistance for Families (EAF), Safety Net, or Emergency Assistance for Adults (EAA).

b) Eligibility determinations, shelter reimbursements and payment of benefits to, or on behalf of the recipient, will be made in compliance with current federal and State regulations.

c) In the instance that a resident has an alternate and available source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will develop and submit for the Department’s review, a procedure for the collection of residents’ share of shelter costs. The Provider will be directly responsible for collection of any remaining amount directly from the resident.

d) The Provider will bill the Department for each resident determined eligible for reimbursement by the Department. The billing format will include the name of each resident and the actual dates of shelter stay charged. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.

e) The Provider will be responsible for directly billing other local social services districts, in the event that they are fiscally responsible for the shelter stay of a resident family.

f) In the event that NYSOTDA withholds reimbursement from the Department as a penalty resulting from the Provider’s non-compliance with Part 900 regulatory requirements, the Department will reserve the right to pass this penalty on to the Provider. Such will occur at the sole discretion of the Department and will assume that both the Department and the Provider have cooperated in such efforts, as are proscribed by Part 900 regulation, to prevent the assessment of such penalty by NYSOTDA.
III. Fiscal Reporting

a) The Provider shall be responsible for submittal of the following to the Department.

- Immediately upon availability, a copy of the agency’s annual, certified financial statements.
- By no later than February 15th of each year, a report of facility expenditures for the prior calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
- By no later than February 15th of each year, a proposed operating budget for the current calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.

b) The Provider shall notify the Department in advance of any significant proposed change to the facility budget. Prior to implementation of such change, the Provider must have received such written authorization of the Department and/or NYS Office of Temporary and Disability Assistance, as may be required.

c) All budgetary information and reports required under this section shall be submitted to the designated Department contract manager.
APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

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

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

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

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

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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

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

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

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

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2018 – June 30, 2019. 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.
June 12, 2019

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

Dear Chairman Joyce,

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

As authorized by Resolution #482 of 2005, the County has entered into an MOU with the NYS Department of Health and the NYS Office-Medicaid Inspector General (OMIG) regarding fraud, waste and abuse control activities. In order to continue supporting this initiative, the Albany County Department of Social Services (DSS) released RFP #2018-067 for auditing services to assist in determining potential Provider fraud and abuse within the Medicaid Program.

Meyers and Stauffer was the winning proposer and we are requesting to renew a contract with them to assist the County in conducting audits of providers to determine if waste, fraud or abuse has occurred and to determine the amount of any overpayments to be repaid. This request represents the second option year of a five year contract.

Due to the complexity of establishing protocols, training, Data Exchange Agreements (DEA), Data Use Agreements (DUA) and contract requirements, Meyers & Stauffer has not performed any audits to date. Additionally, per direction of the NYS Office of the Medicaid Inspector General (OMIG), all active IPRO audits must be closed out before the transition of the auditing role can begin with Myers & Stauffer.

During the initial contract year and in preparation for the transition, Meyers & Stauffer obtained a Data Exchange Agreement with OMIG, the NYS Medicaid Data-Warehouse and Albany County Department of Social Services. Additionally, Meyers & Stauffer has established virtual private networks (VPNs) with the OMIG, the NYS Medicaid Data-Warehouse and Albany County Department of Social Services.
We anticipate that OMIG will be providing Meyers & Stauffer with audit protocol training sometime in the Fall of 2019. Once the training is complete Albany County and OMIG have already selected three audit targets for Meyers & Stauffer.

Sincerely,

Michele McClave
Commissioner

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):
Contract Authorization for Social Services (Meyers & Stauffer)

Date: 6/3/19
Submitted By: Joseph DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. Michele McClave
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

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):
Meyers and Stauffer, LLC
7 Waterside Crossing Ct.
Windsor, CT 06095

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

Amount/Raise Schedule/Fee: $155,000
Scope of Services: The Provider will conduct audits of Medicaid providers to verify compliance with the Medicaid Program and to determine any overpayments to be repaid

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line: AA6010 04610, AA6010 03610
Revenue Amount: $83,000.00, $83,000.00

Appropriation Account and Line: AA6010 44056
Appropriation Amount: $166,000.00

Source of Funding - (Percentages)
Federal: 50%
State: 50%
County: 0
Local: 0

Term
Term: (Start and end date) 10/1/2019-9/30/2020
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: 482, 399
Date of Adoption: 12/5/2005, 9/12/2018

Justification: (state briefly why legislative action is requested)
As authorized by Resolution #482 of 2005, the County has entered into an MOU with the NYS Department of Health and the NYS Office-Medicaid Inspector General (OMIG) regarding fraud, waste and abuse control activities. In order to continue supporting this initiative, the Albany County Department of Social Services (DSS) released RFP #2018-067 for auditing services to assist in determining potential fraud and abuse within the Medicaid Program. Meyers and Stauffer was the winning proposer and we are requesting to renew a contract with them to assist the County in conducting audits of providers to determine if waste, fraud or abuse has occurred and to determine the amount of any overpayments to be repaid. This request represents the second option year. Due to the complexity of establishing protocols, training, Data Exchange Agreements (DEA), Data Use Agreements (DUA) and contract requirements, Meyers & Stauffer has not performed any audits to date. Additionally, per direction of the NYS Office of the Medicaid Inspector General (OMIG), all active IPRO audits must be closed out before the transition of the auditing role can begin with Myers & Stauffer. During the initial contract year and in preparation for the transition, Meyers & Stauffer obtained a Data Exchange Agreement with OMIG, the NYS Medicaid Data-Warehouse and Albany County Department of Social Services. Additionally, Meyers & Stauffer has established virtual private networks (VPNs) with the OMIG, the NYS Medicaid Data-Warehouse and Albany County Department of Social Services. We anticipate that OMIG will be providing Meyers & Stauffer with audit protocol training sometime in the Fall of 2019. Once the training is complete Albany County and OMIG have already selected three audit targets for Meyers & Stauffer.
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW YORK STATE MEDICAID INSPECTOR GENERAL,

THE NEW YORK STATE DEPARTMENT OF HEALTH

AND

ALBANY COUNTY

This Agreement by and between the New York State Medicaid Inspector General ("MIG"), the New York State Department of Health ("DOH") and

Albany County ("County") is effective as of January 1, 2006.

WHEREAS, established by Governor Pataki’s Executive Order No. 140, the MIG is responsible for coordinating the Medicaid fraud, waste and abuse control activities for the State of New York; and

WHEREAS, DOH is the “single state agency” for the Medicaid program in New York State with the responsibility for the proper and efficient administration and supervision of the provision of medical care, service and supplies pursuant to the Medicaid program, the Social Services Law and implementing state and federal regulations; and
WHEREAS, the County wishes to review the Medicaid payments made to providers enrolled in the Medicaid program who have claimed to have provided Medicaid eligible services to recipients for which the County has fiscal responsibility;

NOW, THEREFORE, the MIG, the DOH and the County hereby agree as follows:

SECTION I  SCOPE AND PURPOSE

This Agreement sets forth the respective roles and responsibilities of the parties hereto with respect to audits and investigations of providers enrolled in the Medicaid program. It also defines and identifies those areas requiring mutual cooperation in the identification of potential overpayments in the Medicaid program pursuant to the requirements of applicable federal and state law.

SECTION II  GUIDELINES FOR INTERPRETATION

This Agreement will be interpreted and implemented in accordance with the following principles and definitions:

A. PRINCIPLES

1. The MIG, the DOH and the County have a mutual interest in the identification of billing errors and fraudulent, wasteful, and/or abusive practices.

2. The identification of fraudulent, wasteful, abusive, or otherwise unacceptable practices by providers and the recovery of overpayments
under the Medicaid program is a primary concern of the MIG and the DOH in the administration and supervision of the Medicaid program.

3. The DOH has the primary responsibility for recovery of overpayments from providers in the Medicaid program, including overpayments to residential health care facilities, skilled nursing facilities and other medical facilities reimbursed on a cost-related basis at rates of payment established by the DOH.

4. The parties recognize the importance of coordinating their efforts and of the critical need for joint cooperation in ensuring that funds paid under the Medicaid program shall be paid only for medically necessary care, services and supplies that are actually rendered and/or delivered to Medicaid eligible persons thereby preserving the high quality of care and fiscal integrity of the Medicaid program.

B. DEFINITIONS

1. "Abuse" means provider practices that are inconsistent with sound fiscal, business, medical or professional practices and result in unnecessary costs to the Medicaid program, or payments for services which were not medically necessary or that fail to meet professionally recognized standards for health care.
2. "County Local Social Services Office" is the governmental entity which administers the Medicaid program on behalf of the County.

3. "Medicaid program" means that program of medical assistance for needy persons established under Title II of Article 5 of the Social Services Law and pursuant to Title XIX of the Federal Social Security Act and otherwise known as Medicaid.

4. "Provider" means any natural person or other entity which is enrolled as a Medicaid provider and furnishes items or services for which payment is claimed under the Medicaid program or which offers to furnish such items or services.

5. "Fraud" means an intentional deception or misrepresentation made with the knowledge that the deception could result in an unauthorized benefit to another person and includes the acts prohibited by section 366-b of the Social Services Law.

6. "Recipient" means an individual who is, or has been, Medicaid eligible and has received Medicaid services during that period of eligibility.

SECTION III  ROLES AND RESPONSIBILITIES.

A. Pursuant to Executive Order No. 140, the MIG is responsible for coordinating the Medicaid fraud, waste and abuse control activities for the State of New York. The DOH
November 3, 2005

is the “single state agency” designated to administer and supervise the administration of
the state plan for Medicaid under Title XIX of the Federal Social Security Act. The
County has a significant fiscal responsibility for Medicaid care, services and supplies
and has expressed interest in reviewing the County’s share of Medicaid payments to
providers enrolled in the Medicaid program.

B. The County shall have the following responsibilities with respect to this Agreement:

1. The County agrees that, prior to initiating any audit or review of a Medicaid
provider, it will contact the Director of the DOH’s Bureau of Medicaid Audit to
obtain clearance of the targeted provider so there is no duplication of effort or
conflict with any other ongoing review or investigation. The DOH shall notify the
MIG of the results of the clearance decision.

2. The County agrees that, prior to initiating any audit or review of a Medicaid
provider, it will provide the DOH with its proposed audit program for review and
approval. Such audit program will be directed at ensuring provider compliance
with all applicable federal and state laws, regulations, rules and policies of the
Medicaid program as set forth by the federal Department of Health and Human
Services, the Medicaid Provider Manuals, and the statutes and Rules and
Regulations of the New York State Departments of Health and Mental Hygiene.
The audit program will follow applicable standards, including, but not limited to:
generally accepted accounting principles; Title 18 NYCRR Part 517; and Title 10
NYCRR Parts 86-1, 86-2, 86-4, 86-6. Additional regulations pertaining to the
audit process and actions include, but are not limited to, Title 18 NYCRR Parts 515, 516, 518 and 519.

3. To the extent that any review and/or audit initiated by the County utilizes a statistical sampling technique and/or methodology, the County agrees that any such sampling will adhere to the method then currently in use by the DOH.

4. The County agrees that any targeting universe and sampling technique(s) used will include only those recipients for whom it is the county of Medicaid fiscal responsibility.

5. The County agrees to create, maintain and retain all workpapers and supporting documentation to fully describe and substantiate any disallowance(s) or potential disallowance(s) identified during the course of its review.

6. The County Local Social Services Office will designate a contact person for all Medicaid program Provider audit and investigation activity.

7. For any audit initiated by the County, the County agrees to maintain strict confidentiality in accordance with Medicaid confidentiality requirements, state and federal laws and regulations and the Health Insurance Portability and Accountability Act (HIPAA). HIPAA regulations apply to all communications between the County and a recipient or Provider if the communication deals with a person's protected health information (including claims information) or status as a
Medicaid recipient. Information sharing between the DOH and the County is covered by a Data Exchange Application and Agreement (DEAA). If a DEAA has not been signed by the Local Department of Social Services, the County should contact the DOH. If a Local Department of Social Services has an approved DEAA in place that allow the County to use the Data Warehouse but the entity using the data is not the Local Department of Social Services, then a Business Associate agreement must be completed between the Local Department of Social services and that entity. (For access to patient identifying information concerning chemical dependence service providers, a Qualified Service Organization Agreement may be required in accordance with 42 C.F.R. Part 2.

8. The County will conduct entrance and exit conferences, select records and related documentation according to the approved audit plan. The County will prepare the exit conference summary, draft and final audit reports, proposed and final notices of agency action. The County shall forward such reports, notices and supporting documentation, as requested by the DOH, to the DOH for review and approval. Audit findings will be presented by the County to the DOH in a manner that conforms to then current DOH audit process. The County will work with the DOH, as necessary, to produce the final version of such reports and notices. The DOH will review and approve all such reports and notices and shall obtain approval from the MIG thereof. The DOH will issue the approved versions of the exit conference summary, draft and final audit reports, and proposed and final notices of agency action.
9. The County will draft the reply to any provider responses to the exit conference summary, the draft audit report or the proposed notice of agency action. These drafts will be submitted to the DOH for review and approval and, upon approval by both the DOH and the County, shall be issued by the DOH.

10. The County will provide all necessary investigative and administrative support for, and sufficient witnesses for testimony at, any administrative hearings and/or court proceedings that may result from any audit reports based on County findings and subsequently issued by the DOH.

11. The County will negotiate any settlement with the provider resulting from any audit or review based on the County's findings. Such settlement will be approved by the County Attorney's Office or the Social Services Attorney's Office and will be submitted to the DOH for final approval. The approved settlement will be co-signed by the County and the DOH.

12. Where the County identifies an instance of provider fraud, waste or abuse, the County shall refer such case to the DOH. The County must inform the DOH if it has referred any such case to any law enforcement or investigative entity. The DOH shall review the matter that was referred to it by the County and advise the County on the results of its review as well as whether such case should be held in abeyance pending the completion of a criminal investigation. The DOH will, where appropriate, make a referral to the New York State Attorney General's Medicaid Fraud Control Unit pursuant to the DOH's Agreement with the Unit and
42 CFR 455.15. The DOH will notify the County of any such referral and, when known, the results of such referral.

13. Audits or reviews undertaken by the County pursuant to the terms of this Agreement are deemed to be demonstration projects pursuant to Section 5 of Part C of Chapter 58 of the Laws of 2005. Any amounts identified as due from a Provider will be processed through the DOH and, based upon historical contribution, settled with the County through the normal state fiscal process.

C. The DOH shall have the following responsibilities with respect to this Agreement:

1. The DOH hereby designates the County’s Department of Social Services District as its agent in conducting reviews and/or audits of payments to providers enrolled in the Medicaid program.

2. The DOH agrees to respond to the County as soon as is practicable regarding DOH clearance of any provider targeted for review and/or audit. In the event that clearance cannot be given, the County agrees that it will not take any further action with respect to such provider until advised by the DOH.

3. The DOH agrees to respond to the County as soon as is practicable with any changes, modifications or concerns with regard to the proposed audit program, audit reports or notices of agency action.
4. For providers who claim payment for services for patients where fiscal responsibility is not limited to one county, the DOH reserves the right to incorporate the County's audit findings into a comprehensive audit to be conducted by audit staff of the DOH.

5. The DOH will forward to the County any comment(s) and/or response(s) it receives from the provider as a result of the issuance of an exit conference summary, a draft audit report or a notice of proposed agency action.

6. The DOH, as the single state agency for Medicaid, shall have the sole discretion and authority to determine the amount of the overpayment to be recovered and as to whether other administrative actions (including censure, exclusion, criminal referral and/or provider payment withhold) are necessary and/or appropriate. The DOH will advise the County of its decision.

7. The DOH shall be responsible for informing the MIG of all audits and investigations commenced in accordance with this Agreement and shall obtain any information from, and/or approval(s) by, the MIG that are required prior to taking final action in connection with the terms of this Agreement.

SECTION IV AMENDMENT AND RENEWAL

This Agreement may be amended only in writing and only with the mutual agreement of the parties hereto. This Agreement shall continue in effect, as amended
from time to time, until and unless terminated in writing by a party hereto on 30-day notice to the other parties.

DATED: 12/14/05

BY: FOR THE COUNTY

Michael G. Breslin, Albany County Executive or Joseph F. Pennisi, Deputy County Executive
RESOLUTION NO. 399

AUTHORIZING AN AGREEMENT WITH MEYERS AND STAUFFER, LLC FOR AUDITING SERVICES REGARDING MEDICAID FRAUD, WASTE, AND ABUSE

Introduced: 9/12/18
By Social Services Committee:

WHEREAS, The Commissioner of Social Services has requested authorization to enter into an agreement in the amount not to exceed $166,000 with Meyers and Stauffer, LLC for auditing services regarding Medicaid fraud, waste and abuse control activities for the term commencing October 1, 2018 and ending September 30, 2019, and

WHEREAS, The agreement will provide for a review of Medicaid payments made to providers enrolled in the Medicaid program who have submitted claims for eligible services to recipients for which the County has fiscal responsibility and a determination of any overpayments, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement in the amount not to exceed $166,000 with Meyers and Stauffer, LLC for auditing services regarding Medicaid fraud, waste and abuse control activities for the term commencing October 1, 2018 and ending September 30, 2019, and, be it further

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

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

Adopted by unanimous vote – 9/12/18
SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
MEYERS AND STAUFFER, LLC

PURSUANT TO RESOLUTION NO. 399 ADOPTED 9/12/2018

This Agreement is made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as “DSS”), having its principal office at 112 State Street, Albany, NY 12207 and Meyers and Stauffer, LLC. (hereinafter referred to as the “Provider”), having its principal office at 700 W. 47th Street, Suite 1100, Kansas City MO, 64112. The County, DSS and the Provider may each be referred to as the “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, the County has heretofore requested renewal for the provision of Auditing Services for Medicaid Provider Compliance Reviews, said request for proposals having been denominated Request for Proposals # 2018-067 (hereinafter referred to as the “RFP”) and is incorporated by reference into this Agreement and made a part hereof; and

WHEREAS, the Provider has heretofore submitted a proposal for Auditing Services of Medicaid Providers in connection with the above mentioned request for proposals (hereinafter referred to as the “Proposal”); and

WHEREAS, the County has accepted the Proposal of the Provider to provide Auditing Services of Medicaid Providers as the lowest responsible bidder; and

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

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

ARTICLE I. SCOPE OF SERVICES

As part of this Agreement, under the auspices of DSS, the Contractor will provide billing or cost-based rate audits of Medicaid providers including but not limited to physicians, licensed physicians’ assistants, pharmacies, laboratories, home health care providers and durable medical equipment providers. Presently, NYSDOH has designated DSS and other demonstration counties to only assist with conducting Medicaid billing audits. However, it is possible that in the future the County will also be able to conduct cost-based rate audits of Medicaid providers. The Provider should anticipate the possibility of conducting both Medicaid billing and cost-based rate audits.

ARTICLE II. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the exhibits thereto. The Provider specifically agrees to perform auditing services pertaining to Medicaid fraud, waste and abuse control.
The Provider shall complete the service in a timely manner to protect the interests and rights of the County to the fullest extent possible. The Provider agrees to notify the County in writing, within three (3) days of occurrence, of any problems(s) that may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The County will designate a staff person who shall have the authority for overseeing the Provider’s performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

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

Any changes made to this Agreement must be agreed to signed and dated by both the authorized County representative and the Provider.

All responsibility for ensuring the provision of the services described herein shall remain with the Provider, and the parties hereto expressly agree that the County shall bear no responsibility other than that as set forth in Article III entitled “FEES AND PAYMENT”.

ARTICLE III. FEES AND PAYMENT

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept amounts as set forth in the Fee Schedule attached hereto as Exhibit 1, and made a part hereof, not to exceed a total amount of ONE HUNDRED SIXTY-SIX THOUSAND AND 00/100 DOLLARS ($166,000.00) as full compensation for all services rendered under this Agreement.

The prices set forth in the Fee Schedule shall remain fixed for the entire term of this Agreement.

Payment shall be made to Provider upon the Provider’s submission of a properly executed Albany County Claim Form signed by the Provider. The Claim Form must contain an itemized detail of the services rendered. All claims for services shall be consistent with the guidelines attached hereto and made a part hereof as Exhibit 1.

ARTICLE IV. CONFIDENTIALITY

As part of this Agreement, the Provider agrees to safeguard the confidentiality of information relating to individuals who have applied for or are receiving services under this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable New York State and Federal laws and regulations. Any breach of confidentiality by the Provider, its agents or representatives, shall be cause for immediate termination of this Agreement.

Medicaid Confidential Data/Protected Health Information (MCD/PHI) includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information.

You must comply with the following:

- Section 367b (4) of the NY Social Services Law.
- Social Services Law Section 369 (4).
- Article 27-P of the New York Public Health Law.
• Social Security Act, 42 USC 1396a (a)(7),
• Federal regulations at 42 CFR 431.302.
• The Health Insurance Portability and Accountability act (HIPAA) at 45 CFR
  Parts 160 and 164.
• 42 C.F.R. Part 2.

Pursuant to the New York State Medicaid Plan requirements, Social Security Act, Section
1902(a) (7) a.d.; and federal regulations at 42 CFR 431.302, no release of Medicaid confidential
data (MCD) is permitted unless such release is directly related to the administration of the Medicaid
state plan.

MCD is also protected by Social Services Law Section 369 (4), which states:

"Any inconsistent provision of this chapter or other law notwithstanding, all information
received by public welfare officers concerning applicants for and receipts of medical
assistance may be disclosed or used only for the purposes directly connected with the
administration of medical assistance of needy persons."

Alcohol and Substance Abuse Related Confidentiality Restrictions:

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2.
General authorizations are ineffective to obtain the release of such data. The federal regulations
provide for a specific release for such data.

Also, pursuant to Section 367b(4) of the NY Social Services Law, information relating to
persons applying for medical assistance shall also be considered confidential and shall not be
disclosed to persons or agencies without the prior written approval of the New York State
Department of Health.

Please note that Medicaid Confidential Data released to you may contain AIDS/HIV
related confidential information as defined in Section 2780(7) of the New York Public Health Law.
As required by N.Y. Public Health Law Section 2782(5), the New York Department of Health
hereby provides the following notice:

"This information has been disclosed to you from confidential records which are
protected by state law. State law prohibits you from making any further
disclosure of this information without the specific written consent of the person
to whom it pertains, or as otherwise permitted by law. Any unauthorized further
disclosure of state law may result in a fine or jail sentence or both. A general
authorization for the release of medical or other information is NOT sufficient
authorization for the release for further disclosure."

The Provider agrees to include the notice preceding, as well as references to statutory and
regulatory citations set forth above in any Agreement, contract or document the Provider enters
into that involves Medicaid Confidential Data. Further, the Provider agrees to state in any such
Agreement, contract or document that the subcontractor(s) or other party may not further disclose
the Medicaid Confidential Data without the prior written approval of the New York State
Department of Health.

The Provider shall report to the County and the New York State Department of Health
("NYSDOH") as soon as reasonably possible the unauthorized use or disclosure of any Medicaid
confidential data and or personal health information ("MCD/PHI"). In the event that there is an
unauthorized use or disclosure of MCD/PHI, the County, in addition to any other right or remedy
it might have, may terminate this Agreement and the County shall have the right, power and
authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Provider.

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR 160.103) other than as permitted or required by this Agreement with the County (deemed a HYBRID ENTITY as defined at 45 CFR 164.504) or as Required By Law (as defined in 45 CFR 164.103). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office of Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE V. INFORMATION ACCESS

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

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

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

ARTICLE VI. COOPERATION

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

ARTICLE VII. RELATIONSHIP

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

ARTICLE VIII. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider’s right, title or interest therein, without the previous written consent of the County.
The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE IX. ACCOUNTING RECORDS

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

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

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

ARTICLE X. NON-APPROPRIATIONS

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

ARTICLE XI. INDEMNIFICATION

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

ARTICLE XII. INSURANCE

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

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

ARTICLE XIII. CONFLICT OF INTEREST

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

ARTICLE XIV. NON-DISCRIMINATION

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

ARTICLE XV. SUSPENSION AND DEBARMENT

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

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

ARTICLE XVI. GOVERNING LAWS

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

ARTICLE XVII. NYSDOH DATA EXCHANGE APPLICATION AND AGREEMENT

The Provider shall cooperate with the County and NYSDOH to execute and maintain a Data Exchange Application and Agreement (DEAA) with the NYSDOH Office of Medicaid Management.
ARTICLE XVIII. TERM

The terms of this Agreement shall commence on October 1, 2018 and terminate on September 30, 2019. Provided, however that the respective rights and obligations of the parties hereto shall survive termination of this Agreement. At the end of that initial term, the County reserves the right to renew any and all contracts for four (4) additional years, in one (1) consecutive one year interval, for the services and rates established in the original contract.

ARTICLE XIX. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

ARTICLE XX. REMEDY FOR BREACH

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

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

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

ARTICLE XXII. MACBRIDE PRINCIPLES

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

ARTICLE XXIII. INTERPRETATION

The Parties’ entire agreement concerning the auditing services pertaining to Medicaid fraud, waste and abuse control consists of the Contract Documents. The Contract Documents consist of the following: this Agreement; the Exhibits to this Agreement; the RFP which is incorporated by reference and made a part hereof; and the Proposal which is incorporated by reference and made a part hereof (collectively referred to as the “Agreement” hereinafter). The Parties’ agreement concerning the auditing services pertaining to Medicaid fraud, waste and abuse control shall be interpreted by taking all documents as being cumulative and reading them together. Any contradiction between or among such documents shall be resolved by giving preference to the Contract Documents in the following order: 1) this Agreement; 2) the Exhibits to this Agreement; 3) the RFP; 4) the Proposal.

ARTICLE XXIV. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

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

ARTICLE XXVII. INVALID PROVISIONS

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

ARTICLE XXVIII. MODIFICATION

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

ARTICLE XXIX. ADDITIONAL ASSURANCES

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

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

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

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules B and C, which are attached hereto and made a part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE:____________________ BY:___________________________

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

MEYERS AND STAUFFER, LLC

DATE:____________________ BY:___________________________

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

On the ____ day of ___________________, 20__, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC

STATE OF ____________
COUNTY OF ________ ) SS.:  

On the ____ day of ___________________, 20__, before me, the undersigned, personally appeared _______________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
NOTARY PUBLIC
SCHEDULE A
INSURANCE COVERAGE

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

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

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

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

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

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


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

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

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

(1) The dangers of drug abuse in the workplace;
(2) The grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance program; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

________________________________________________________________________
Organization

________________________________________________________________________
Authorized Signature

________________________________________________________________________
Title Date
SCHEDULE C

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

________________________________________________________________________
Organization

________________________________________________________________________
Authorized Signature

________________________________________________________________________
Title __________________________ Date __________________________

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

FEE SCHEDULE

The Provider will be reimbursed a fixed fee per audit, one each for billing audits and cost audits. Each fixed fee encompasses all costs associated with audit, including labor, travel, equipment and other overhead expenses as follows:

- Billing Audits
- Cost Report Audits: $21,500 per audit

The provider will be reimbursed per audit fee payable in three installments, each payable upon completion of the following milestones:

- Acceptance of provider review Plan: 30%
- Acceptance of Exit Conference Summary: 50%
- Acceptance of final Report: 20%

The fees broken down by payment milestones are as follows:

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<tr>
<th>Milestones</th>
<th>Percentage</th>
<th>Billing Audit</th>
<th>Cost Report Audit</th>
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<tr>
<td>Acceptance of Provider Review Plan</td>
<td>30%</td>
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<td>$6,450</td>
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<tr>
<td>Acceptance of Exit Conference Summary</td>
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<tr>
<td>Acceptance of Final Report</td>
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<tr>
<td>Total</td>
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<td>$21,500</td>
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APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

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

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

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

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

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

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

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

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

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

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

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

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2018 – September 30, 2019. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to
ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

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

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

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

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

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

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

5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
April 11, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to renew contracts with New York State Office of Children and Family Services and Parsons for the Healthy Families Home Visiting Program for the period July 1, 2019 – June 30, 2020.

The total grant award and contract with New York State is $1,176,898 and requires a 10% county match which is met primarily through fixed operational costs. The total contract for Parson is $511,423 funded 100% by this grant.

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

Sincerely,

Gail Geohagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization and Budget Amendment for Healthy Families

Date: Wednesday, June 05, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep. Gail Geohagen, Commissioner
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Increase Account/Line No.: AA6119 03406
Source of Funds: NYS OCF5
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant
   Renewal
   Submission Date Deadline 6/30/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

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

Additional Parties (NamesAddresses):
Parsons Child and Family Center
60 Academy Road
Albany, NY 12208

Amount/Raise Schedule/fee: $1,176,898.00
Scope of Services: Funding for the Healthy Families New York Home Visiting Program to provide intensive home visits for pregnant women and new parents.

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

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: AA6119 03406
Revenue Amount: $1,176,898.00

Appropriation Account and Line: AA6119 44400 .1
Appropriation Amount: $617,656    $559,242

Source of Funding - (Percentages)
Federal:  Click or tap here to enter text.
State: 90%
County: 10%
Local:  Click or tap here to enter text.

Term
Term: (Start and end date) 7/1/2019 - 6/30/2020
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:
Date of Adoption: 5/14/18, 5/8/17, 6/13/2016, 6/8/15, 5/12/14, 7/8/13, 6/10/13

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

Backup Material for Contract Authorization with the New York State Office of Children and Family Services and Parsons Child and Family Center for the Home Visiting Program

The Department respectfully requests legislative authorization to enter into a contractual arrangement with the New York State Office of Children and Family Services (NYSOCFS) for the Healthy Families New York Home Visiting Program. The grant award is $1,176,898 of which there is a local match of 10% or $117,689 for the term of July 1, 2019 – June 30, 2020. The former grant term expires on June 30, 2019.

As part of the 2019-20 grant cycle, the County will offset salary and fringe benefit cost for staffing and administering the Healthy Families Program. The local match criteria for the Grant is met primarily by using fixed operational costs such as custodial and maintenance costs, costs associated with the Hall of Records, and Information Services Shared Services costs.

The Department also requests legislative authorization to renew a contractual agreement with Parsons Child and Family Center for the Healthy-Families Home Visiting component for the term of July 1, 2019 - June 30, 2020 in the amount of $511,423. Included in the partnership, is a $51,142 match provided by Parsons for this program.

The Healthy Families Program provides intensive home visits to pregnant women and new parents who live in target areas and who meet the criteria for needed improvement of parenting skills and increased family support. The target areas include the City of Albany, Cohoes, Watervliet and Green Island. Home visits address the needs of all family members and stress building upon family strengths. Services focus on teaching parents about child development, fostering positive parenting skills and promoting healthy parent/child interactions. Screening of families for the program takes place in the hospital, newborn nurseries and with prenatal providers in the community.

Over the years since its inception, the Healthy Families Program of Albany County has recognized an increasing need for families enrolled in the program to receive mental health, substance abuse and domestic violence services. The Social Work component specifically targets these unmet needs. The core elements of the Social Work services include:

1. Counseling and Case Management
2. Family Assessments
3. Referrals to service providers when additional intensive services are needed
4. Family Conferencing

Many parents in the Healthy Families Program hesitate to walk into an office to speak with a stranger about domestic violence, substance abuse, or mental health issues. A counselor skilled in the engagement process can address these concerns with clients in their own home. Counselors conduct assessments, provide counseling and assist them in accessing more intensive services if needed.
June 6, 2019

Mr. Philip Calderone
Deputy County Executive
112 State Street
Albany, NY 12207

Re: HFNY Continuation of Contract

Contract Number: C027568
Contract Period: July 1, 2019 to June 30, 2020
Previous Award Amount: $1,054,242.00
New Award Amount: $1,176,898.00

Dear Mr. Calderone,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of its intent to continue funding for the above-referenced contract that is subject to the availability of funds and the approval with NYS Department of Budget (DOB) and NYS Office of State Comptroller (OSC). There was an increase in the NY State Budget for the HFNY Programs. Due to the HFNY NYS State Budget increase we are passing this increase along to the grantees. Therefore, we have increased your award by $122,656.00. Please be advised that this contract requires a 10% local share match of the new annual award amount.

The increased funding may be used for personnel costs or within your other budget categories that support your workplan. Funds that are moved within your budget need prior approval from your OCFS Program Manager and are subject to M/WBE review as this may change your agencies goal based on how the funds will be spent during the contract year. OCFS will notify you regarding the next steps to making changes to your budget and/or when you may expense against this increase for the applicable period in your contract within the Contract Management System (CMS).

With respect to submitting claims for the above-referenced contract, claims will require the continued use of breakdown of expense form to be completed and uploaded into CMS with the claim along with the program report for the quarter. Claims must be submitted in accordance with the terms of the contract and may not be submitted in excess of funds lawfully available for the payment of amounts due under the contract. Funds that are currently lawfully available for Contract C027568 are for July 1, 2019 to June 30, 2020, and are reflected in the above-referenced Award Amount. OCFS reserves the right to deny claims submitted in excess of funds lawfully available under the contract, or if funds for payment of amounts due under the contract have become unavailable. This is a multi-year contract and annual renewals in CMS are not required, however, unspent funds from one contract period will not be rolled forward into subsequent contract periods. Such funds will be forfeited if they are not used within the contract period in which they were awarded and if they are not properly claimed in accordance with the terms of the contract.

Please contact your OCFS Program Manager, Safiya Ikhlas, with any questions at 518-473-8440 or Safiya.Ikhlas@ocfs.ny.gov.

Sincerely,

Susan Atwell
HFNY Bureau Manager

cc: OCFS Program Manager, Contract File (CMS)
## APPROPRIATIONS

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<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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**TOTAL APPROPRIATIONS**

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## ESTIMATED REVENUES

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<th>INCREASE</th>
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**TOTAL ESTIMATED REVENUES**

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<td>122,656</td>
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**GRAND TOTALS**

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<td>122,656</td>
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SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
PARSONS CHILD AND FAMILY CENTER

Healthy Families Program
Pursuant to Resolution No. 202, approved 05/14/18

This Agreement (hereinafter referred to as the “Agreement”) by and between the County of Albany, a municipal corporation acting on behalf of the Albany County Department for Children, Youth and Families (hereinafter referred to as the “COUNTY”), with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 and Parsons Child and Family Center, with its principal place of business located at 60 Academy Road, Albany, New York 12208 (hereinafter referred to as the “AGENCY”) (COUNTY and AGENCY each may hereinafter be referred to as the “Party” and together the “Parties”).

WITNESSETH

WHEREAS, the Healthy Families Program is a prevention program for child abuse and maltreatment. Staff of the program provide intensive home visits to pregnant women and new parents who live in target areas and who meet the criteria for needed improvement of parenting skills and increased family support; and

WHEREAS, the COUNTY has received a Healthy Families New York Home Grant in the amount of $1,054,242 from the New York State Office of Children and Family Services by New York State contract; and

WHEREAS, the COUNTY wishes to act as the lead agency together with the AGENCY to implement the Home Visiting Program by having Family Service workers provide intensive home visits to pregnant women and new parents who live in low-income target areas in order to improve parenting skills, increase family support and strengthen the promotion of good health practices; and

WHEREAS, the AGENCY, will operate as a subcontractor for the COUNTY, which has two Healthy Families Program locations - one in the City of Albany and one in the City of Cohoes; and

WHEREAS, the Albany County Legislature on May 14, 2018, by Resolution 202 of 2018, has authorized the COUNTY to enter into an agreement with the AGENCY for the above referenced services

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE 1: SCOPE OF SERVICES

Albany County is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles—child-centered, family-focused, community-based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels.

The Healthy Families Program is a prevention program for child abuse and maltreatment.

Staff of the program shall provide intensive home visits to pregnant women and new parents who live in target areas and who meet the criteria for needed improvement of parenting skills and increased family support. The target areas of the COUNTY program include the City of Albany, Cohoes, Watervliet and Green Island, but may be expanded over the course of this contract.

Home visits shall address the needs of all family members and stress building upon family strengths.

Services focus on teaching parents about child development, fostering positive parenting skills and promoting healthy parent/child interactions.

Screening of families for the program takes place in various locations, including the hospital, newborn nurseries and with prenatal providers in the community.

The AGENCY, as a subcontractor for the COUNTY, has two Healthy Families program locations—one in the City of Albany and one in Cohoes currently.

Supervisors:

- Supervisors of the Healthy Families Program are responsible to provide weekly supervision of each Family Support Worker, with at least 1.5 hours (2 hours preferred) allotted for each session; which includes a review of documentation and content of home visits conducted by the Family Support Worker.
- Supervisors shall also assure quality of service provision, protecting the integrity and respect of the families served, and assists staff to support families in developing realistic and effective plans that will enhance the family’s capacity to meet their goals, and assist staff to understand why families may not be making the expected progress and determine effective methods of intervention.
- Supervisors shall serve as a liaison with other agencies and monitor referral protocols as well as on-going program development. Supervisors function as a team leader, conducting meetings and planning groups, and providing daily support and crisis management to staff. Supervisors are responsible to prepare monthly, quarterly and annual reports as required by the Healthy Families New York and COUNTY models. They assess staff learning needs and ensure staff attendance to necessary trainings.
They monitor the overall performance of Family Support Workers and participate in supervision with the Project Director.

*Family Support Workers:*

- Family Support workers shall provide on-going home visitation and support services to families, link families to appropriate services, address family concerns and empower family members to solve problems.
- They will complete the Individual Family Support Plan (IFSP) with the family; conduct an on-going assessment of the family’s needs, including the progress in the program; document all contacts, visits, activities, services and referrals; complete program specific forms as outlined by the Healthy Families Program model and the COUNTY; obtain information from parents concerning the welfare of children, including but not limited to: doctor appointments, immunizations, well-baby care, medication, nutrition; submit monthly statistical reports to the Supervisor and participate fully in supervision with the Supervisor and/or Project Director.

All of the program staff is expected to comply with the data collection requirements and time lines as outlined by the Healthy Families New York and the COUNTY models.

The COUNTY will maintain oversight of the Healthy Families program in Albany County and as such has ultimate responsibility and authority to monitor the quality of service delivery, program model adherence, staffing and supervisory patterns, and overall program performance, as well as implement any changes to program operations consistent with the Healthy Families New York Home Visiting Program and NYS rules and regulations.

The AGENCY agrees to comply with any and all quality assurance processes including, but not limited to announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, review of adherence to contracted services and/or program curriculum, and any other practice initiated by the COUNTY for the purpose of ensuring compliance and the delivery of quality services.

The AGENCY will not issue any case specific reports or letters of recommendation regarding families of the Healthy Families program without prior review by the COUNTY.

The AGENCY agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law.

The terms of the Healthy Families Grant are specifically incorporated herein by reference, although not attached hereto. In the event of any discrepancy or question as to services rendered under this contract, the terms of that grant apply.
ARTICLE 2: FUNDING SPECIFICS

2.1 The agreement with the AGENCY is specifically to fund one (1) Supervisor, and three (3) Family Support Workers at the Albany site, and one (1) Supervisor, three (3) Family Support Workers, and one (1) Family Support Worker / Family Assessment Worker at the Cohoes site, as well as a portion of the Project Director and Secretary’s salary.

2.2 Funds will also support staff travel, staff meetings, family events, and training as approved by the COUNTY.

2.3 A modest amount of funds will be utilized for office supplies and expenses, and family incentives as approved by the COUNTY.

2.4 The AGENCY will seek authorization from the COUNTY’S Director prior to utilizing Healthy Families funds in any other manner than outlined in the approved NYS Office of Children and Family Services contract. Such authorization must be obtained in writing from the COUNTY.

ARTICLE 3: AVAILABLE DATA

The Parties shall, without expense to each other, share all technical or other data relative to the work of this Agreement upon reasonable, authorized request.

ARTICLE 4: EXTRA WORK

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

ARTICLE 5. COOPERATION

The parties shall cooperate with each other, their respective employees, agents and officers to the end that work may proceed expeditiously and economically.

ARTICLE 6. FEES

In consideration of the terms and obligations contained in this agreement, the COUNTY agrees to pay and the AGENCY agrees to accept an amount not to exceed FOUR-HUNDRED FIFTY SIX THOUSAND, TWO HUNDRED FORTY FIVE AND 00/100 ($456,245.00) DOLLARS, for the Healthy Families Home Visiting Program, payable as shall be determined by the Parties, as full compensation under this Agreement.
Payment shall be made monthly or quarterly upon submission of a signed County Claim form to the COUNTY by the AGENCY. The claim form shall be submitted within 30 days of the time period covered under the claim, identifying the expenses incurred by the AGENCY as listed in ARTICLE 2. Said claim form must be submitted with accompanying records to provide documentation certifying expenses were incurred by the AGENCY for the purpose and time period covered under the claim.

ARTICLE 7. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the AGENCY. 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 reasonable request and shall be accessible to the COUNTY and authorized State and/or Federal personnel for a period of six (6) years following the date of final payment, or the termination of this Agreement.

ARTICLE 8: ASSIGNMENT

The AGENCY specifically agrees as required by Section 109 of the NYS General Municipal Law, that the AGENCY is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the AGENCY’S right, title or interest therein, without prior written consent of the COUNTY.

ARTICLE 9: OWNERSHIP OF MATERIALS

All records, forms, reports, statistics and materials created or maintained by the AGENCY shall be and remain property of the COUNTY, subject to all pertinent confidentiality provisions of law and regulation.

ARTICLE 10. RELATIONSHIP

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

ARTICLE 11. INDEMNIFICATION

The Parties each shall defend, indemnify and save harmless the other party, its employees and agents from and against all claims, costs, damages, losses and expenses (including, but not limited to, fees and charges of attorneys and other professionals and court and arbitration costs) arising out of, or in consequence of, any negligent or intentional, act or omission of the indemnifying Party, its employees or agents, to the extent of its or their responsibility of such claims, damages, losses and expenses.

ARTICLE 12. INSURANCE

The AGENCY shall procure and maintain without expense to the COUNTY, until final acceptance by the COUNTY of the services covered under this Agreement,
insurance of the kinds and in the amounts provided under Schedule “A” attached hereto and made a part hereof in its entirety. Before commencing any work under this Agreement, the AGENCY shall furnish the COUNTY a certificate(s) showing that the requirements of this Article are met. The certificate(s) shall provide that the policy shall not be changed or cancelled until thirty (30) days prior written notice is received by the COUNTY. The “County of Albany” shall be named as an additional insured on all certificates. Upon failure of the AGENCY to furnish, deliver and maintain such insurance certificates as provided above, the COUNTY may declare this Agreement suspended, discontinued or terminated.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the AGENCY and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 15: TERM AND TERMINATION

The term of this Agreement shall commence on July 1, 2018 and continue in effect through June 30, 2019. The COUNTY has the right to extend services at the sole discretion of the COUNTY.

ARTICLE 16: INVALID PROVISIONS

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

ARTICLE 17: DISSOLUTION OR CHANGE IN LEGAL STATUS

During the term of this Agreement, the AGENCY agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the AGENCY shall give the COUNTY thirty (30) days written notice in advance of such event.
ARTICLE 18: LICENSES

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

ARTICLE 19: MODIFICATION

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

ARTICLE 20. LAW

This Agreement shall be construed for all purposes under the laws of New York State.

ARTICLE 21. NOTICE

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by certified mail/return receipt requested to:

Agency
Parsons Child and Family Center
60 Academy Road
Albany, New York 12208

County of Albany
Albany County DCYF
112 State Street, Room 300
Albany, New York 12207

ARTICLE 22. FREEDOM OF INFORMATION LAW

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. CONTRACTORS intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the CONTRACTOR must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE CONTRACTOR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

ARTICLE 23. AUDITS

The COUNTY shall have the right to perform both "pre" and "post" audits of the AGENCY’S records relating to the AGENCY’S billings under this Agreement. The
AGENCY's records shall be available for inspection at such places and times as may be agreed between the parties. The AGENCY shall retain all financial records pertaining to this Agreement for a period of two years after the AGENCY’S complete performance.

ARTICLE 24. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 25. REMEDY FOR BREACH

In the event of a breach by the AGENCY, the AGENCY 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 26. ENTIRE AGREEMENT

This Agreement represents the sole and entire contract between the Parties and shall supersede any and all other agreements. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no affect on this Agreement, and that neither Party has relied on such prior statements or representations in connection with this Agreement.

ARTICLE 27. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

ARTICLE 28. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the AGENCY, its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 160.103) other than as permitted or required by this Agreement with the County or as Required By Law (as defined in 45 CFR § 164.103). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Appendix A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

County of Albany:

By: [Signature]

Parsons Child and Family Center:

By: [Signature]

Daniel P. McCoy
County Executive,

or

Philip F. Calderone
Deputy County Executive

Date: [Signature]

WILLIAM T. GETTMAN JR.
Chief Executive Officer

Date: 12-7-18
STATE OF NEW YORK  )
COUNTY OF ALBANY    ) SS:

On the _____ day of __________________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK  )
COUNTY OF ALBANY    ) SS:

On the 21st day of December, 2018, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF New York )
COUNTY OF Albany ) SS:

On the 7th day of December, 2018, before me, the undersigned, personally appeared William T. Getman, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
NOTARY PUBLIC
SCHEDULE “A”
INSURANCE COVERAGE

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

1. **Workers’ Compensation** and **Employers’ Liability Insurance**: A policy or policies providing protection for employees of the obligor in the event of job-related injuries. (In lieu of such insurance, certification from the Worker’s Compensation Board that such insurance is not required for Consultant’s business.)

2. **General Liability Insurance**: A policy including comprehensive form, contractual, premises/completed operations and broad form property insurance with limits not less than:

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

3. **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.
APPENDIX “A”

OBLIGATIONS AND ACTIVITIES OF THE COUNTY AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 AGENCY 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 terms “Business Associate” shall mean Parsons Child and Family Center.

2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County of Albany, the Albany County Department for Children, Youth and Families, the Albany County Department of Mental Health, and the Department for Children, Youth and Families Children’s Mental Health Services Unit.

3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.

7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

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 and Protected Health Information, 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 C.F.R. Section 164.528.

10. Business Associates 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.

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 42 CFR Section 164.504 (e)(2)(i)(B).

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

5. 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 PRACTICES 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

1. 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

2. The term of this Agreement shall commence on July 1, 2018 and continue in effect through June 30, 2019. 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 42 CFR Section 164.

3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

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.
Addendum to Service Agreement
between
The County of Albany
and
Parsons Child and Family Center
Healthy Families Program

Prior to executing, we would like to request that Appendix A be removed from the Clinical Prevention Services contract. As per our Privacy Officer and Director of Compliance, Susanne Alferio, we are a hybrid entity under 45 CFR 160.102 and 164.504. Therefore, there are programs within our affiliates that are not covered under HIPAA. In the case of the schools, for example, they are covered under FERPA and/or other privacy statutes and regulations. John Stupp, OCFS Counsel’s Office, indicated in discussions with our agency that it was OCFS’ position that foster care records are not HIPAA covered, and therefore a BAA was not an element in the state foster care model contract. After further conversations with OCFS and our external counsel, we changed our process to not execute BAAs in contracts that cover programs, such as foster care and prevention, where HIPAA would not be applicable.

As such, it is agreed that Appendix A is not applicable to the services provided under the aforementioned contract.

For Parsons Child and Family Center:

William Gettman, CEO

Date: 12.7.16

For Albany County:

Date: ____________
June 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into a Memorandum of Agreement with the Albany County Department of Social Services for the administration of the 2019 Summer Youth Employment Program (SYEP) and with Cornell Cooperative Extension of Albany for their involvement in the 2019 SYEP for the period April 1, 2019-October 31, 2019. Additionally, approval is being sought to amend the 2019 Department for Children, Youth & Families adopted budget concerning these contractual agreements.

Under these agreements, the Department will receive $45,000.00 in administrative funding for the SYEP of which $15,000 will be used to support the contract with Cornell Cooperative Extension of Albany County.

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

Sincerely,

Gail Geohagen-Pratt
Commissioner

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

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

Date: Tuesday, June 04, 2019
Submitted By: Scott Mc Nelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7305
Department Rep.
Attending Meeting: Gail Geo Hagen, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Albany County Department of Social Services
162 Washington Ave
Albany, NY 12210

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

Amount/Raise Schedule/Fee: $45,000.00
Scope of Services:
Services related to the administration of the Summer Youth
Employment Program for 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: AA6119 03820
Revenue Amount: $45,000.00
Appropriation Account and Line: AA6119 44406 44046
Appropriation Amount: $15,000 $30,000

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

Term
Term: (Start and end date) 4/1/2019 - 10/31/2019
Length of Contract: 7 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 283-14, 404-15, 274-16, 319-17, 307-18
Date of Adoption: 8/11/14, 10/13/15, 7/11/16, 8/14/17,7/9/18

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

Justification for a Memorandum of Agreement between the Department for Children, Youth, and Families and the Albany County Department for Social Services and an agreement between the Department for Children, Youth, and Families and Cornell Cooperative Extension of Albany County for the 2019 Summer Youth Employment Program

Since 2005, the Office of Temporary Disability and Assistance (OTDA) has administered the New York State Summer Youth Employment Program (SYEP) and has allocated funds to each district to provide summer employment opportunities for youth throughout the State. The total amount allocated to Albany County for SYEP 2019 is $658,063.

Districts may opt to retain their allocation and use district mechanisms to operate the program, or may assign the funds to their local Workforce Development Board (WDB) to operate the program. Albany County has opted to assign the SYEP allocation to the WDB. Of the $658,063 that has been allocated to Albany County, $613,063 will be assigned to WDB. Over the years, the collaboration between the County and WDB in the facilitation of the SYEP has been a successful partnership.

The allocation for SYEP goes to the Department of Social Services (DSS). The coordination of the SYEP program is facilitated through the DCYF. The Department respectfully requests Legislative authorization to enter into a Memorandum of Agreement (MOA) with DSS in the amount of $45,000, $30,000 of which is to cover administrative costs associated with the facilitation of SYEP (which includes coordination of the application process, providing public relations, and preparing reports and other documents). The remaining $15,000 is to establish an Agreement with Cornell Cooperative Extension to cover costs related to preparing program plans, monitoring programs and projects, preparing reports and other documents, as well as providing financial literacy workshops for youth participants.

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

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

Section 1

| Transmittal: | 19-LCM-05 |
| To: | Social Services District Commissioners |
| Issuing Division/Office: | Employment and Income Support Programs |
| Date: | May 9, 2019 |
| Subject: | 2019 New York State Summer Youth Employment Program Allocations |
| Contact Person(s): | Iwona.Ostrowska-Sheedy@otda.ny.gov, (518) 473-2500 |
| | Melissa.Alexander@otda.ny.gov, (518) 473-3018 |
| Attachments: | Attachment A – 2019 NYS SYEP Allocations |
| | Attachment B – 2019 NYS SYEP District Designation Form |

Attachment Available Online: [X]

Section 2

I. Purpose

The State Fiscal Year 2019-2020 New York State Enacted Budget appropriates $44 million in Temporary Assistance for Needy Families (TANF) funds to support the 2019 New York State Summer Youth Employment Program (SYEP). The purpose of this Local Commissioners Memorandum (LCM) is to notify social services districts (districts) of their 2019 SYEP allocation, to provide general program guidance, and to request that each district inform the Office of Temporary and Disability Assistance (OTDA) of their decision concerning the administration of this summer’s program and the use of their allocation by no later than May 24, 2019.

II. Background

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

Since 2005, OTDA has administered the SYEP and has allocated funds to each district to provide summer employment opportunities for eligible youth throughout the State. Districts may opt to retain their allocation and use district mechanisms (i.e., direct administration, district contracts, transfer of funds between county agencies) to operate the program, or they may assign funds to their Local Workforce Development Board (WDB) to operate the program. Districts are also allowed to transfer a portion of their allocation to their Flexible Fund for Family
Services (FFFS) plan for non-SYEP purposes, as long as the statewide minimum of $40 million is used for the SYEP. Therefore, districts may transfer up to 9 percent of their 2019 SYEP funds to their FFFS plan.

III. Program Implications

A. Program Activities and Services

The SYEP provides youth from low income households with employment opportunities during the summer months. To augment the work component of the SYEP, providers may include educational and/or career exploration activities which will better prepare youth as they continue their education and transition to the world of work. Providers electing to offer education and/or career exploration components must limit these non-employment activities to no more than 20% of each provider’s total 2019 enrollments. In addition, these placements should be reserved for younger youth or those who would otherwise be more difficult to place in traditional employment opportunities. All non-employment components must be approved by OTDA.

Allowable activities and services for the SYEP include: work subsidies for youth (payment to employer or third party); education and training; and supportive services such as transportation, counseling, and incentive payments. Agencies should make a concentrated effort to maximize the number of youth employed by this allocation and limit administrative and program staffing expenditures to those essential to program delivery. In accordance with Chapter 421 of the Laws of 2014, providers are required to include a financial literacy education program for teenagers and young adults as part of the 2019 SYEP. To comply with this statutory requirement, a financial literacy component must be in place for all SYEP participants.

Districts are encouraged to conduct outreach to SYEP participant families to help them access the range of programs and services available in New York State to assist low-income families. Such programs include Temporary Assistance, tax credits and the Supplemental Nutrition Assistance Program (SNAP). More information regarding these programs and other resources for working families may be found on OTDA’s website. Districts may also order myBenefits.ny.gov palm cards and Earned Income Tax Credit (EITC) brochures for dissemination to youth and their families. These and other helpful publications may be ordered on OTDA’s website at: http://otda.ny.gov/programs/publications/.

Districts may want to consider holding an outreach event, and should coordinate with SNAP outreach providers and health insurance facilitated enrollers in their area to ensure comprehensive service delivery. If the district opts to assign all or a portion of their 2019 SYEP allocation to their WDB, they should assist program operators with providing this information to SYEP participants and their families. Districts are also encouraged to share information with youth and their families regarding the New York State Department of Health’s (DOH) Prevention Agenda. Through this Agenda, DOH has established statewide public health priority areas to improve the overall health of New Yorkers and to reduce health disparities among racial, ethnic, disability and socioeconomic groups. Focus areas for intervention include chronic disease, mental health, substance abuse, and infectious diseases. More information regarding the Agenda may be found on DOH’s website at: https://www.health.ny.gov/prevention/prevention_agenda/2019-2024/.

B. Participant Eligibility

Eligible participants are youth ages 14 to 20 who are:
- Family Assistance (FA) recipients,
- Former FA recipients who have reached their 60-month limit on TANF and have transitioned to Safety Net Assistance (SNA), or
- Eligible under the TANF 200% of federal poverty guidelines in accordance with 00-LCM-20.

Districts are encouraged to continue to make special efforts to ensure participation of at-risk and vulnerable youth including, but not limited to, disabled youth, youth in foster care, runaway, and homeless youth. SYEP providers are encouraged to use the TANF Youth Services Application and Review Form (LDSS-4770) to document eligibility determinations for the SYEP participants eligible under TANF 200% of federal poverty guidelines. A modified application may be used by providers if it captures all the information included on the TANF Youth Services Application. Modified applications must be approved by OTDA. The 2019 SYEP Guidelines and Reporting Requirements released under separate cover contain additional information regarding eligibility requirements.

C. Allocations

A total of $44 million is available to support the 2019 SYEP. Districts will receive a base allocation equivalent to what they received in 2018. The increased funding of $4 million will be distributed based on each district’s share of 12 to 17-year-olds residing in households with income under 200% of the federal poverty level. District allocations are provided in Attachment A.

IV. Claiming Instruction and Forms for Districts

For districts opting to assign all or a portion of their 2019 SYEP allocation to WDBs, districts will be held liable for assigned funds not used in a manner consistent with the purpose of the SYEP allocation. Instances which may result in a payment due to OTDA include overpayment of claims or disallowances of claims resulting from audits performed by OTDA and other agencies. WDBs will have 30 days from the end of the program (September 30, 2019), or from the date of final notification of an audit finding, to repay OTDA. If OTDA is not successful in obtaining repayment from the WDB, the payment will be recouped through a bottom line adjustment on a district settlement. OTDA will keep the district’s accounting office apprised of our attempts to reach a fiscal settlement with the WDB.

For 2019, SYEP payments will consist of three monthly advances of 15%, 35%, and 35% of the allocation for the months of June, July and August. The final 15% of the allocation will be paid as claims are submitted to substantiate payment.

Federal regulations define non-administrative (program) and administrative costs as follows:

- Non-Administrative (program) costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans, providing work activities and work subsidies for eligible program participants; providing post-employment services and work supports; and performing case management services. Non-salary costs of staff performing work activities that are considered programmatic are also allowable program costs. Non-salary costs may include but not be limited to travel, postage, utilities, rental costs, maintenance, supplies; and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well. Agencies should limit the amount of program costs necessary to operate the SYEP to maximize the amount of funds available to pay participant wages and the number of youth employed through the program.
• Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities; providing management of property; and preparing reports and other documents. OTDA has set a 15% spending limitation on administrative costs.

Consistent with the definition at 45 CFR 260.31(b)(2) and at 45 CFR 286.10(b)(2), work subsidies are payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training; and include all expenditures related to operating a subsidized employment program, including the costs of overseeing the program, developing work sites, and providing training to participants.

Project expenditures for the 2019 SYEP must be claimed through the RF17 claim package for special project claiming. These costs should be identified as F17 functional costs and reported on Schedule D in the F17 column in the RF2A claim package. The individual project costs should also be reported under the project label “SYEP SSD 2019” on the LDSS-4975 “RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs.”

Salary and non-salary costs of staff may be direct charged on the RF17 claim package or may be identified by time study. Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B Summary-Administrative (page 1) “Schedule of Payment for Expenses Other Than Salaries for Other Reimbursable Programs.” Any client-related program costs should be reported as object of expense 19.5 – Work Subsidies for Training on the LDSS-923B Summary-Program (page 2) “Schedule of Payments for Expenses Other than Salaries for Other Reimbursable Programs.” Staff working part-time on the SYEP must maintain time studies to support the portion of their salary costs being charged to the SYEP.

Total project costs and shares should be reported on the LDSS-4975 “Monthly Statement of Special Project Claims Federal and State Aid (RF17).”

Administrative costs may be claimed up to 15% of the amount allocated to your district for the 2019 SYEP. Any administrative costs in excess of the 15% limit should be claimed on the Schedule D3 “Allocation and Claiming for Administrative Costs for Employment Programs” (LDSS-2347-B1).

The 2019 SYEP claims must be for services provided during the period May 1, 2019 through September 30, 2019. Claims for 2019 SYEP expenditures must be “Final Accepted” in the Automated Claiming System (ACS) no later than December 31, 2019.

Additional instructions for completing the time studies, Schedule D, Schedule D-3, and RF17 claim package can be found in Chapters 7, 10 and 18 of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on the OTDA website at: http://otda.state.ny.WASHINGTON/otda.state.ny.gov.

Claiming Contacts:

Claiming Questions (Regions 1-4): Lauren Horn, (518) 474-7549 or via email at: otda.sm.Field.Ops.I-IV@otda.ny.gov

Claiming Questions (Regions 5-6): Michael Simon, (212) 961-8250 or via email at: Michael.Simon@otda.ny.gov
V. Necessary Action

Each district must complete the 2019 SYEP District Designation Form (Attachment B) to indicate if funds need to be transferred to the district’s FFFS plan and whether New York State SYEP funds will be retained by the district or assigned to the local WDB. By May 24, 2019, send the completed forms to:

Iwona Ostrowska-Sheedy
New York State Office of Temporary and Disability Assistance
Employment and Income Support Programs
40 North Pearl Street – 8A
Albany, New York 12243 or
Iwona.Ostrowska-Sheedy@otda.ny.gov

For those districts opting to assign funds to the local WDB, the appropriate WDB will be notified of the amount of funds available to serve eligible participants from each respective county within their Local Workforce Investment Area. Local WDBs that will operate the 2019 New York State SYEP will receive program guidelines, including the necessary claim forms and claiming instructions, under a separate letter. If opting to assign 2019 SYEP funds to the local WDB, the district and the WDB are expected to work closely to develop appropriate referral mechanisms to serve at-risk and vulnerable youth, including youth in foster care, disabled youth, and runaway and homeless youth.

It is extremely important that the form be submitted by the required due date of May 24, 2019.

Issued By

Name: Barbara C. Guinn
Title: Executive Deputy Commissioner
Division/Office: Office of Temporary and Disability Assistance
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2019 New York State Summer Youth Employment Program District
Designation Form

On behalf of the Albany County Department of Social Services, I, Michele McClave, as Commissioner of the Albany Department of Social Services, hereby instruct the Office of Temporary and Disability Assistance (OTDA) to disburse our 2019 New York State Summer Youth Employment Program (SYEP) allocation as detailed below. I certify that I have the legal authority to authorize the assignment of these funds. The funds dedicated to the operation of the 2019 New York State SYEP will be used in accordance with program and fiscal guidelines established by OTDA. For districts opting to assign all or a portion of their 2019 allocation to their Workforce Development Board (WDB), districts will be held liable for funds not used in a manner consistent with the requirements of the New York State SYEP allocation or where funds are due from the WDB.

A. 2019 SYEP Allocation $ 658,063

B. Amount of Transfer to FFFS (optional) $ (must not exceed 9% of allocation)

C. Amount Dedicated to SYEP $ 613,063 (must be at least 91% of allocation)

D. Amount Assigned to WDB (optional) $ 613,063 (district must coordinate SYEP services with WDB)

Completed by: [Signature]  Date: 5/13/19
Commissioner’s Signature

- Please note: Albany County will retain a portion of the allocation ($45,000) and reduce the amount assigned to the WDB by this amount.
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**GRAND TOTALS**

|                  | 45,000.00 | 45,000.00 |