AGENDA

SOCIAL SERVICES COMMITTEE

JULY 23, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AGREEMENTS REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS

2. AUTHORIZING AGREEMENTS REGARDING THE ACCEPTANCE OF GRANT FUNDING AND THE PROVISION OF SERVICES REGARDING THE FAMILY FIRST PREVENTION SERVICES ACT

3. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on June 20, 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. Authorizing an Agreement with Cornell Cooperative Extension Regarding the Home Energy Assistance Program (HEAP): The Commissioner of the Department of Social Services requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the Home Energy Assistance Program (HEAP) in the amount of $160,000 for the term commencing October 1, 2019 and ending September 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with Hope House, Inc. Regarding Residential Treatment Services to Women with Minor Children: The Commissioner of the Department of Social Services requested authorization to enter into an agreement with Hope House, Inc., Albany, NY 12206 regarding the Residential Treatment Services to Women with Minor Children program at New York State-established rates, currently set at $1,005 per month for adults, plus a $171 personal needs allowance and $36.16 per eligible child not to exceed $240,000, for the term commencing October 1, 2019 and ending September 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Amending Resolution No. 138 for 2019 Regarding the Provision of Family Shelter Services: The Commissioner of the Department of Social Services requested an amendment to the aforementioned agreement with St. Catherine's Center for Children – Marillac Residence to indicate an increase in the provider per diem rate to $150.76 rather than $145.18 per day per family. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing the Renewal of an Agreement with Meyers and Stauffer, LLC for Auditing Services Regarding Medicaid Fraud, Waste and Abuse: The Commissioner of the Department of Social Services 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, 2019 and ending September 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing Agreements Regarding the Healthy Families Home Visiting Program and Amending the 2019 Department for Children, Youth and Families Budget: The Commissioner of the Department for Children, Youth and Families requested authorization to enter into an agreement with the NYS Office of Children and Family Services (OCFS) regarding the Healthy Families Home Visiting Program Grant in the amount of $1,176,898 for the term commencing July 1, 2019 and ending June 30, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing Agreements Regarding the 2019 Summer Youth Employment Program and Amending the 2019 Department for Children, Youth and Families Budget: the Commissioner of the Department for Children, Youth and Families requested authorization to enter into an agreement with Albany County Department of Social Services in the amount of $45,000, and the Cornell Cooperative Extension in the amount of $15,000 regarding the 2019 Summer Youth Employment Program for the term commencing April 1, 2019 and ending October 31, 2019. After a 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 COMMISSO

PATRICE LOCKART
RICHARD MENDICK
WILLIAM REINHARDT
CHARLES CAHILL
July 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 from the Department for Children, Youth and Families for permission to enter a contractual agreement for Transportation Providers for Children with Special Needs who travel to Special Education and Therapy Programs.

The requested agreement is for six distinct transportation zones for a maximum total cost of $3,999,855.51 for the term of September 1, 2019 – August 31, 2020. The six zones have been awarded to Rejha Group L.L.C. and the cost of these contracts are reimbursed by NYS Ed at a rate of 59.5%.

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

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for DCYF Transportation for Children with Special Needs

Date: July 01, 2019
Submitted By: Scott Mc Nelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep. Attending Meeting:
Gail Geohagen Pratt, 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
File #: TMP-0983, Version: 1

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

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

Contract Terms/Conditions:

Party (Name/address):
Rejiha Group L.L.C.
23 Railroad Avenue Albany, NY 12205

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

Amount/Raise Schedule/Fee: $3,999,855.51
Scope of Services: Transportation for Children with Special Needs

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
NYS Education Law Section 4410; NYS Public Health Law Title 11-A Article 25

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA2960 03277
Revenue Amount: $2,379,914.02
Appropriation Account and Line: AA2960 44038
Appropriation Amount: $3,999,855.51

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 59%
County: 41%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/1/2019 - 8/31/2020
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 09-294; 09-331; 10-215; 11-145; 11-181; 12-121; 12-195; 13-144; 14-227; 15-311; 16-277; 17-228; 18-351
Date of Adoption: 8/10/09; 9/14/09; 6/14/10; 4/11/11; 5/9/11; 4/9/12; 6/11/12; 5/13/13; 6/9/14; 8/24/15; 7/11/16; 6/12/17; 8/13/18

Justification: (state briefly why legislative action is requested)
See attached
Department for Children, Youth and Families
Backup Material for Transportation Renewal Contract Authorization with Rejha Group L.L.C. for Children with Special Needs Who Travel to Special Education and Therapy Programs

The Department for Children, Youth and Families is requesting that the Albany County Legislature authorize the County to enter into an agreement with Rejha Group L.L.C., for transportation services for children with special needs. Contracts for transportation services are divided into zones based on program locations. There are six unique zones. The Department is seeking authorization to exercise the first of two options to renew for all 6 zones. The total funding for all zones is not to exceed $3,999,855.51. The contract term of all six contracts will run from September 1, 2019 to August 1, 2020.

The Department issued a Request for Proposals for Transportation Services for pre-School Aged Handicapped Children in Need of special Education—RFP-2018-058R-- on May 24, 2018 with responses due June 24, 2018. It should be noted that Rejha Group L.L.C was the only company that submitted a proposal.

Transportation of children with special needs to special education and therapy services, as recommended by the individual education/family service plan approved by the child’s school district or by the Early Intervention Official, is mandated by New York State law.

Given the varying fluctuations in the fuel market, proposing vendors need to anticipate any potential increases in fuel costs so that they are not inadvertently penalized for swings in the fuel market. This puts the County in a vulnerable situation, requiring it to pay for costs that may not actually be incurred assuming a stabilized fuel market. In order to better safeguard the County financially, the Department, with assistance from the County’s Purchasing Department, have structured the bids with a fuel escalation/de-escalation clause. This language provides a safety valve for both the County and the transportation provider so that the effect on either entity’s bottom line is minimized in the event(s) of changes in the fuel commodity market.

The costs associated with transportation are reimbursed by the State at a rate of 59.5% after subtracting out any reimbursement received from Medicaid. All contracts will be reviewed and approved by the County Attorney’s Office as to form and content prior to execution.

Zone #1—not to exceed $467,524.95
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #4 — not to exceed $875,112.90
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #2 - not to exceed $332,875.84
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #5 — not to exceed $506,822.89
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #3 – not to exceed $877,977.46
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205

Zone #6—not to exceed $939,541.47
Rejha Group L.L.C
23 Railroad Avenue
Albany, NY 12205
## June 2018 - May 2019 Transportation Payments

<table>
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<tr>
<th></th>
<th>Zone 1</th>
<th>Zone 2</th>
<th>Zone 3</th>
<th>Zone 4</th>
<th>Zone 5</th>
<th>Zone 6</th>
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<td>$89,099.50</td>
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<td>3% Adj</td>
<td>$467,524.95</td>
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<td>$506,822.89</td>
<td>$939,541.47</td>
<td>$3,999,855.51</td>
</tr>
</tbody>
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RESOLUTION NO. 351

AUTHORIZING AGREEMENTS REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS

Introduced: 8/13/18
By Social Services Committee:

WHEREAS, The County Department for Children, Youth and Families is required to provide appropriate transportation services for children who have been evaluated and found to have special needs related to special education and therapy programs assigned by school district-based committees; and

WHEREAS, After an RFP process, the Commissioner has requested authorization to enter into an agreement with Rejha Group L.L.C regarding transportation of children with special needs to Education and Therapy Programs in all six transportation zones for the term commencing September 1, 2018 and ending August 31, 2019, with two additional one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with Rejha Group L.L.C., Albany, NY 12205 regarding transportation of children with special needs to Education and Therapy Programs for the term commencing September 1, 2018 and ending August 31, 2019, with two additional one-year options to renew for following six district transportation zones:

Zone #1 Not to exceed $494,070 Zone #4 Not to exceed $954,072
Zone #2 Not to exceed $511,552 Zone #5 Not to exceed $903,613
Zone #3 Not to exceed $1,379,687 Zone #6 Not to exceed $1,282,071

and, be it further

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

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

Adopted by unanimous vote – 8/13/18
TRANSPORTATION SERVICE AGREEMENT

BY AND BETWEEN

THE COUNTY OF ALBANY

AND

REJHA GROUP, LLC

PURSUANT TO RESOLUTION NO. 351, ADOPTED AUGUST 13, 2018

THIS AGREEMENT is by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Department for Children, Youth and Families, Division for Children with Special Needs, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter referred to as the “MUNICIPALITY”) and Rejha Group, LLC having its office at 23 Railroad Avenue, Albany, New York 12205 in the municipality of Albany (hereinafter referred to as the “TRANSPORTER”). MUNICIPALITY and TRANSPORTER may each be referred to as the “Party” and together as the “Parties.”

WITNESSETH:

WHEREAS, the MUNICIPALITY is required, pursuant to Section 4410 of the New York State Education Law and Title 11-A, Article 25 of the New York State Public Health Law, to provide appropriate services for children aged Birth to Five Years who have been evaluated and determined by the BOARD and/or MUNICIPALITY to have developmental delays and disabilities, and

WHEREAS, the MUNICIPALITY is required, pursuant to Section 4410 of the New York State Education Law and Title 11-A, Article 25 of the New York State Public Health Law, to provide transportation to and from the appropriate service location for those children, aged Birth to Five Years having developmental delays and disabilities who are placed in said service location, by the BOARD and/or MUNICIPALITY, and

WHEREAS, the MUNICIPALITY has issued a request for proposals for qualified and appropriately licensed transporters to provide the aforementioned transportation services, said request having been denominated RFP #2018-058R, and having been published by the Albany County Purchasing Division on May 24, 2018 (hereinafter referred to as the “RFP”), and
WHEREAS, the TRANSPORTER is appropriately licensed by the New York State Department of Transportation, and has submitted a proposal in response to the RFP to provide the aforesaid service to the MUNICIPALITY (hereinafter referred to as the "Proposal"), and

WHEREAS, the MUNICIPALITY has accepted the Proposal of the TRANSPORTER to provide the aforesaid service as the lowest responsible bidder, and

WHEREAS, Section 4410 of the New York State Education Law and Title 11-A of Article 25 of the New York State Public Health Law, require an AGREEMENT between the MUNICIPALITY and the TRANSPORTER for the services to be provided by the TRANSPORTER, and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into this Agreement with said TRANSPORTER, regarding the aforesaid service by Resolution No. 351 for 2018, adopted August 13, 2018.

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

ARTICLE I. DEFINITIONS

1. As used herein, "MUNICIPALITY" shall mean the County of Albany.

2. As used herein, "BOARD" shall mean:

   a) A board of education as defined in Section II of the New York State Education Law, and Title II-A of Article 25 of the New York State Public Health Law; or

   b) Trustees of a common school district as defined in Section 1601 of the New York State Education Law; and

3. As used herein, "COMMISSIONER" shall mean the Commissioner of Education of the State of New York; and

4. As used herein, "EARLY INTERVENTION OFFICIAL" shall mean the person responsible for the administration of Early Intervention Services for Children aged Birth to Three Years, as defined by Title II-A of Article 25 of the New York State Public Health Law.

5. As used herein, "PROVIDER" shall mean the person or entity which warrants that it can meet the needs of children with handicapping
conditions placed in a program under Section 4410 of the New York State Education Law, and Title II-A of Article 25 of the New York State Public Health Law, and shall comply with all applicable federal, state and local laws; and the PROVIDER is approved by the COMMISSIONER to provide special education or related services in accordance with Section 4410 of the New York State Education Law, and Title II-A of Article 25 of the New York State Public Health Law of the Regulations of the COMMISSIONER.

6. As used herein, "ITINERANT SERVICE" shall mean a related service, as defined in regulations of the COMMISSIONER, provided by an appropriately certified or licensed individual, in conjunction with a program at a facility that has been approved or licensed by an appropriate governmental agency, including but not limited to pre-kindergarten, day-care and head start programs; provided, however, that an itinerant service, as recommended by the BOARD and/or MUNICIPALITY pursuant to Section 4410 of the New York State Education Law, and Title II-A of Article 25 of the New York State Public Health Law, may include the provision of a special education itinerant service to an eligible child by an appropriately certified or licensed professional in such other location, as provided for pursuant to regulations of the COMMISSIONER.

7. As used herein, "CHILD CARE LOCATION" shall mean a child's home or place where care for less than twenty-four (24) hours is provided on a regular basis, to include, but not be limited to, a variety of child care services such as day care centers, family day care, home, and in-home care provided by persons other than parents, as defined in Section 4410 of the New York State Education Law or Title II-A Article 25 of the New York State Public Health Law.

ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY THE TRANSPORTER

The TRANSPORTER shall, beginning with the first day of service, provide transportation for those children aged Birth to Five Years having a developmental delay or disability who are placed by the BOARD and/or MUNICIPALITY at the service locations set forth in Schedule "A" attached hereto and made a part hereof; and, in accordance with the terms and conditions of the "Proposal Documents" as defined herein. In the absence of any written agreement to the contrary, TRANSPORTER shall be responsible for transporting all children assigned to said service locations.

TRANSPORTER'S services shall commence and terminate on the dates set forth in Schedule "A", as well as all program admissions thereafter
ordered by the BOARD as well as those set forth on a child-by-child basis in consent orders issued by the Albany County Family Court, Early Intervention Evaluators, Subsequent Process or as required by law or regulation.

It is specifically agreed by the parties to this Agreement that the terms and conditions of the RFP, any addenda thereto, and the TRANSPORTER’s Proposal (collectively referred to and designated as the “Proposal Documents”) are specifically incorporated herein by reference. In the event of any conflict between this Agreement and the Proposal Documents, the terms of the Proposal Documents shall control unless specifically superseded by this Agreement.

ARTICLE III. MUNICIPALITY’S RESPONSIBILITIES

The MUNICIPALITY shall provide, either directly or by contract for, BOARD approved services at designated service locations in accordance with the New York State Education and Health Laws.

The MUNICIPALITY shall observe, and require the observance by all subcontractors and their employees, of all applicable Federal and New York State requirements relating to confidentiality of records and information.

ARTICLE IV. AVAILABLE DATA AND ACCOUNTING RECORDS

The TRANSPORTER shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of New York State Education Law, Title II-A of Article 25 of the New York State Public Health Law and other applicable statutes, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures.

Proper and full accounting records shall be maintained by the TRANSPORTER 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 MUNICIPALITY upon request. The financial records and other financial documents relevant to this AGREEMENT shall be retained by the TRANSPORTER in their entirety for nine (9) years after the school year in which services have been provided.

Pursuant to Section 4410 of the New York State Education law, and Title 11-A of Article 25 of the New York State Public Health Law, these records shall be subject at all reasonable times to inspection, review or audit by the BOARD, the MUNICIPALITY where the TRANSPORTER is located, the State of New York acting through the Education Department or Health Department, or the Office of the State Comptroller, Federal and other personnel.
duly authorized by such MUNICIPALITY. In addition, such municipality shall make available any and all copies of such documents to such other MUNICIPALITIES as may contract with the TRANSPORTER.

ARTICLE V. LICENSES REQUIRED TO BE HELD BY TRANSPORTER

TRANSPORTER shall at all times maintain a valid carrier permit issued by the New York State Department of Transportation, and all drivers performing transportation services on behalf of TRANSPORTER shall have a valid driver's license and shall be trained to operate TRANSPORTER'S vehicles. The MUNICIPALITY reserves the right to require that TRANSPORTER apply for and obtain appropriate certification as a Medicaid transporter if the MUNICIPALITY in its judgment deems it necessary.

ARTICLE VI. FEES

In consideration of the TRANSPORTATION SERVICES to be rendered to the MUNICIPALITY under this AGREEMENT, the MUNICIPALITY agrees to pay and the TRANSPORTER agrees to accept the amounts set forth in Schedule "A" attached hereto and made a part hereof, with respect to each vehicle and/or monitor actually utilized and with respect to each day that each such vehicle and/or monitor is actually utilized as full compensation for the services rendered under this AGREEMENT, and in accordance with TRANSPORTER'S Proposal or contract renewal.

Compensation will be made on a monthly basis, based on the number of vehicles and/or monitors actually utilized for the number of days in which each such vehicle was actually run, at the rates set forth in Schedule "A", upon TRANSPORTER'S submission of an Albany County Claim Form to the Director of the Division For Children with Special Needs detailing services rendered, including dates and an accurate alphabetized list of names of each child transported at least once in the month billed including beginning and end dates of services. All claims must be submitted on or after the first day of the month following the month of service and before the 15th of the month. Upon acceptance by the MUNICIPALITY of services rendered herein, TRANSPORTER'S Claim Form shall be submitted to the Albany County Comptroller and payment shall be rendered within sixty (60) days. TRANSPORTER shall not submit more than one claim form per month.

IN THE EVENT THERE ARE NO CHILDREN REQUIRING TRANSPORTATION IN ANY GIVEN MONTH, THE TRANSPORTER SHALL NOT BE ENTITLED TO COMPENSATION FOR THAT MONTH, AND THE TOTAL FEES PAYABLE TO THE TRANSPORTER UNDER THIS AGREEMENT SHALL BE REDUCED BY THE FEES WHICH WOULD HAVE BEEN PAID TO THE TRANSPORTER HAD SAID TRANSPORTER PROVIDED SERVICES DURING THAT MONTH.
ARTICLE XVIII. LIQUIDATED DAMAGES

In view of the difficulty the MUNICIPALITY and passengers would suffer by reason of defaults in the performance of the Service required hereunder on the part of the TRANSPORTER and its employees, staff and personnel, the following monetary sums are hereby agreed upon, fixed and determined by the parties thereto as "Liquidated Damages" that fairly represent the damage the MUNICIPALITY will suffer by reason of such violations of the contract to perform the Services and not by the way of penalty. Such Liquidated Damages may be imposed upon the findings of the MUNICIPALITY that a provision of the contract has been violated.

It is the intent of the MUNICIPALITY to provide passengers with safe and effective Transportation Services at all times and, in addition, to work cooperatively and reasonably with responsible Transporter’s, the MUNICIPALITY shall consider unusual circumstances regarding break-downs or delays when considering the question of Liquidated Damages. Appeals for disputes arising as to the assessment of violation(s) will be arbitrated by the MUNICIPALITY, whose decision shall be final and binding.

Liquidated Damages may be assessed in an amount equal to the full cost of a vehicle for the day for every vehicle (which shall be deducted from future payments to the Transporter), for every day, and for every instance on which the following violations of this Agreement occur:

A. Each time there is a failure to provide all of the Vehicles and Services needed to do all of the work contracted for.

B. Each time a Driver and/or Monitor is found to have used corporal punishment on a passenger. In addition, the Driver and/or Monitor shall be dismissed immediately.

C. Each time a Child with Special Needs has been delivered to an incorrect or unauthorized drop-off location or destination Facility or to an unauthorized person. In addition, the Driver and/or Monitor shall be dismissed immediately.

D. Each time a Child with Special Needs has been left on a Vehicle rather than being delivered to a destination Facility of a drop-off point. In addition, the Driver and/or Monitor shall be dismissed immediately.

E. Each time an unauthorized individual is transported without the prior written consent of the MUNICIPALITY when a vehicle is being utilized for Service hereunder.
F. Each time there is a failure to follow procedures for reporting accidents and emergencies as set forth herein, and/or each time the Transporter or any of the Transporter’s agents, or personnel provide information concerning accidents or incidents to the media without the prior written consent of the MUNICIPALITY’s Department of law.

G. Each time a Driver and (if assigned) Monitor fail to perform a relevant time-of-day dry run of each Route, identifying the appropriate time that each passenger is to be picked up and returned home; and each time that the Transporter (or Driver or Monitor, as appropriate) fail to notify parents or caregivers of the transportation schedule. For the avoidance of doubt, this provision will apply to each day subsequent to the third day before the commencement of a Session (Summer or Fall-Spring) that such dry run is not conducted and/or parents are not notified of the schedule.

H. Each time that the Transporter fails to notify the appropriate destination Facility, parent(s) and/or guardian(s) of the fact that a Vehicle is operating fifteen (15) or more minutes behind schedule.

ARTICLE XIX – MODIFICATION

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

ARTICLE XX – DISSOLUTION OR CHANGE IN LEGAL STATUS

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

ARTICLE XXI – MACBRIDE PRINCIPLES

The TRANSPORTER hereby represents that said TRANSPORTER is in compliance with the MacBride Principles of Fair Employment as set forth in County Local Law No. [3] for 1993, in that said TRANSPORTER 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 the stipulation, the MUNICIPALITY 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 TRANSPORTER in default and/or seeking debarment or suspension of the TRANSPORTER.
ARTICLE XXII – IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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 XXIII. QUARTERLY FUEL PRICE ADJUSTMENTS

Throughout the term of the contract, the MUNICIPALITY will track fuel prices on a quarterly basis using the Energy Information Administration web site (www.eia.doe.gov) as the standard for determining changes in fuel costs. Within that web site, the MUNICIPALITY will use the “New York Weekly Retail Gasoline and Diesel Price” list. The price row labeled “Gasoline – All Grades” will be our benchmark for the percent of change. Friday, August 31, 2018, will be the beginning of the first quarter. At the beginning of each quarter thereafter the MUNICIPALITY will check the most current schedule available and take the average of the prior twelve weeks and calculate the ending fuel cost (posted weekly averages will be used not daily averages). This ending fuel cost will then be compared to the prior quarter’s cost and an increase/decrease will be determined.

TRANSPORTER provided in its Proposal a decimal or percentage factor for calculating the fuel costs portion of the Per Vehicle Per Day price. This percentage shall represent the cost attributed to fuel in the per vehicle per day price.

The percentage of increase/decrease from the original fuel price, and the fuel cost factor for calculating the fuel cost portion of the per vehicle price contract rate shall be used to calculate the amount of increase/decrease to the fuel cost portion of the per vehicle contract rate.

The increase/decrease to the fuel cost portion of the per vehicle contract rate shall be added/subtracted from the original per vehicle contract rate to determine the new per vehicle rate.
ARTICLE XXIV. TERM AND TERMINATION OF AGREEMENT

This AGREEMENT shall commence on September 1, 2018 and terminate on August 31, 2019. Provided however, that if the TRANSPORTER has failed to fulfill the terms and conditions of this AGREEMENT for whatever reason, the MUNICIPALITY may, at its option, immediately terminate this AGREEMENT. Further, the MUNICIPALITY reserves its right to terminate this AGREEMENT upon sixty (60) days written notice to the TRANSPORTER.

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

DATED: 10/14/18

COUNTY OF ALBANY

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

DATED: 9/25/18

REJHA GROUP, LLC

BY: [Signature]
Eugene Reyes
STATE OF NEW YORK )
COUNTY OF ALBANY   ) SS:

On the ___ day ________, 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 19th day Oct, 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 25th day September, 2018, before me, the undersigned, personally appeared Eugene Reyes 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

JUDITH A. PATRICK
Notary Public, State of New York
Rensselaer Co. #01PA6149390
Commission Expires July 10, 2022
APPENDIX “B”

STATEMENT OF REASSIGNMENT

By this reassignment, the TRANSPORTER agrees:

1. To reassign all Medicaid reimbursement for services rendered in accordance with the terms of this AGREEMENT to the MUNICIPALITY (ALBANY COUNTY).

2. To accept as payment in full from the MUNICIPALITY the amount agreed to under the terms of this agreement.

3. To not bill Medicaid for the transportation services rendered in accordance to this AGREEMENT. These services will be directly billed to and reimbursed by the MUNICIPALITY.

4. To comply with all the rules and policies as described in the AGREEMENT with the MUNICIPALITY.

REJHA GROUP, LLC
TRANSPORTER

BY: [Signature]

Note: Nothing in this statement of reassignment would prohibit a Medicaid provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of the Early Intervention program or 4410 Preschool program.

9/25/18 Date
SCHEDULE “A”
Rejha Group, LLC

SERVICE LOCATION & TIMES

2018-19 Zone #1
(Session dates, times, and locations subject to change)

TOTAL CONTRACT COST
Not to exceed $494,070.00

Beginnings-Arbor Hill Elem.
1 Arbor Drive
Albany, New York 12207

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 1:30 PM

Beginnings-Children’s Place
So. Swan St., Core Bldg 2
Empire State Plaza
Albany, New York 12207

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM - 1:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM - 1:00 PM

Beginnings-Giffen UPK
274 South Pearl Street
Albany, New York 12202

FALL/SPRING SESSION
9/05/18-6/21/19
9:00 AM - 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
9:00 AM - 2:00 PM
Beginnings-Children’s Place ST ED
North Hawk Street
Albany, New York 12234

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 1:30 PM

Unity Sunshine-Phillip Street
50 Phillip Street
Albany, New York 12207

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 11:00 AM
8:30 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 11:00 AM
8:30 AM - 1:30 PM
## SCHEDULE “A”

**Rejha Group, LLC**

<table>
<thead>
<tr>
<th>SERVICE LOCATION &amp; TIMES</th>
<th>TOTAL CONTRACT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018-19  Zone #2</strong></td>
<td>Not to exceed $511,552.00</td>
</tr>
<tr>
<td>(Session dates, times, and locations subject to change)</td>
<td></td>
</tr>
</tbody>
</table>

### Advanced Therapy
24 Church Street  
Coeymans, NY 12045

**FALL/SPRING SESSION**  
9/05/18-6/21/19  
9:15 AM - 2:45 PM

**SUMMER SESSION**  
7/01/19-8/9/19  
9:15 AM - 2:45 PM

### Circle of Friends-Delmar  
2 Bethlehem Ct  
Delmar, New York 12054

**FALL/SPRING SESSION**  
9/05/18-6/21/19  
8:20 AM - 1:40 PM

**SUMMER SESSION**  
7/08/19-8/16/19  
8:20 AM - 1:40 PM

### Circle of Friends-Ravena  
14379 Rt. 9W  
Ravena, New York 12143

**FALL/SPRING SESSION**  
9/05/18-6/21/19  
8:30 AM - 1:50 PM

**SUMMER SESSION**  
7/08/19-8/16/19  
8:30 AM - 1:50 PM
SCHEDULE “A”
Rejha Group, LLC

SERVICE LOCATION
& TIMES

2018-19 Zone #3

(Total contract cost

Not to exceed $1,379,687.00

(Session dates, times, and locations subject to change)

Achievements-St. Kateri’s
1801 Union St.
Schenectady, New York 12309

FALL/SPRING SESSION
9/05/18-6/21/19

8:15 AM - 10:45 AM, 8:15 AM – 1:15 PM
10:45 AM – 1:15 PM

SUMMER SESSION
7/08/19-8/16/19

8:15 AM - 10:45 PM, 8:15 AM – 1:15 PM
10:45 AM – 1:15 PM

Beginnings- Schenectady Montessori
78 Washington Ave
Schenectady, New York 12305

FALL/SPRING SESSION
9/05/18-6/21/19

8:00 AM - 1:00 PM

SUMMER SESSION
7/08/19-8/16/19

8:00 AM - 1:00 PM

Beginnings-Rose Venerini
1840 Van Vranken Ave
Schenectady, New York 12308

FALL/SPRING SESSION
9/05/18-6/21/19

8:45 AM – 1:45 PM

SUMMER SESSION
7/08/19-8/16/19

8:45 AM – 1:45 PM
Beginnings-Capital Milestones
3 Harriman Campus Rd. Bldg 3
Albany, New York 12203

**FALL/SPRING SESSION**
9/05/18-6/21/19
8:00 AM – 1:00 PM

**SUMMER SESSION**
7/08/19-8/16/19
8:00 AM – 1:00 PM

Cloverpatch - Glenville
55 Helping Hand Lane
Glenville, NY 12302

**FALL/SPRING SESSION**
9/05/18-6/21/19
8:30 AM – 11:00 AM & 8:30 AM -1:30 PM

**SUMMER SESSION**
7/08/19-8/16/19
8:30 AM – 11:00 AM & 8:30 AM -1:30 PM

Crossroads
1136 North Westcott Rd.
Rotterdam, New York 12306

**FALL/SPRING SESSION**
9/05/18-6/21/19
9:00 AM - 2:30 PM

**SUMMER SESSION**
7/08/19-8/16/19
9:00 AM - 2:30 PM

ECEC-Schenectady
520 Bradt Street
Schenectady, New York 12306

**FALL/SPRING SESSION**
9/05/18-6/21/19
8:45 AM -1:15 PM

**SUMMER SESSION**
7/08/19-8/16/19
8:45 AM -1:15 PM
Neil Hellman / Parsons
125 Bigelow Ave
Schenectady, NY 12304

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM – 1:00 PM & 9:00 AM – 2:00 PM
1:00 PM - 3:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM – 1:00 PM & 9:00 AM – 2:00 PM
1:00 PM - 3:30 PM

Whispering Pines
Box 2841, Thousand Acre Rd.
Delanson, New York 12053

FALL/SPRING SESSION
9/05/18-6/21/19
8:45 AM - 11:15 AM & 8:45 AM - 1:45 PM
11:15 AM - 1:45 PM

SUMMER SESSION
7/08/19-8/16/19
8:45 AM - 11:15 AM & 8:45 AM - 1:45 PM
11:15 AM - 1:45 PM

Wildwood
Curry Road Ext.
Schenectady, New York 12303

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 2:00 PM
SCHEDULE "A"

Rejha Group, LLC

SERVICE LOCATION & TIMES

2018-19 Zone #4

(Session dates, times, and locations subject to change)

TOTAL CONTRACT COST

Not to exceed $954,072.00

Achievements- Maplewood
32 Cohoes Road
Watervliet, New York 12189

FALL/SPRING SESSION
9/05/18-6/21/19

8:00 AM – 1:00 PM & 8:30 AM – 1:30 PM
9:00 AM – 2:00 PM

SUMMER SESSION
7/08/19-8/16/19

8:00 AM – 1:00 PM & 8:30 AM – 1:30 PM
9:00 AM – 2:00 PM

Advanced Therapy – North Albany Academy
570 No Pearl Street
Albany, New York 12204

FALL/SPRING SESSION
9/05/17-6/22/18

8:30 AM – 2:00 PM

SUMMER SESSION
7/01/19-8/9/19

8:30 AM – 2:00 PM

Helping Hands-Clifton Park
2 Fairchild Square
Clifton Park, New York 12065

FALL/SPRING SESSION
9/05/18-6/21/19

9:00 AM -11:30 AM, 9:00 AM –2:30 PM
12:30 PM– 3:00 PM

SUMMER SESSION
7/01/19-8/9/19

9:00 AM -11:30 AM, 9:00 AM –2:30 PM
12:30 PM– 3:00 PM
New Meadow
100 Saratoga Village Blvd, Ste 35
Saratoga, New York 12020

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM – 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM – 1:30 PM

Spotted Zebra
26 Computer Drive East
Albany, New York 12205

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM – 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM – 1:30 PM
SCHEDULE “A”
Rejha Group, LLC

SERVICE LOCATION & TIMES

2018-19 Zone #5
Not to exceed $903,613.00
(Session dates, times, and locations subject to change)

Achievements – Boys/Girls Club
1700 7th Avenue
Troy, NY 12180

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM - 1:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM - 1:00 PM

Beginnings – Van Renss. UPK
25 Van Rensselaer Drive
Rensselaer, New York 12144

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 1:30 PM

ECEC Village PreSchool
127 Bloomingrove Dr.
Troy, New York 12180

FALL/SPRING SESSION
9/05/18-6/21/19
8:45 AM - 1:15 PM

SUMMER SESSION
7/08/19-8/16/19
8:45 AM - 1:15 PM
Story Place – Maple Hill
1477 So. Schodack Road
Castleton, New York 12033

FALL/SPRING SESSION
9/05/18-6/21/19
9:00 AM – 11:30 AM & 9:00 AM – 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
9:00 AM – 11:30 AM & 9:00 AM – 2:00 PM

Unity Sunshine - 4th St.
435 4th St.
Troy, New York 12180

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM – 11:00 AM, 8:30 AM - 1:30 PM
12:00 PM – 2:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM – 11:00 AM, 8:30 AM - 1:30 PM
12:00 PM – 2:30 PM

Unity Sunshine- St. Jude
42 Dana Avenue
Wynantskill, New York 12198

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM – 1:00 PM
11:30 AM – 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM – 1:00 PM
11:30 AM – 2:00 PM
Unity Sunshine-Samaritan Day
2215 Burdett Avenue
Troy, New York 12180

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM – 1:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM – 1:00 PM

Unity Sunshine – Troy FRC.
2245 Old 6th Avenue
Troy, New York 12180

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM – 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM – 1:30 PM
SCHEDULE “A”
Rejha Group, LLC

SERVICE LOCATION & TIMES

2018-19 Zone #6
(Session dates, times, and locations subject to change)

TOTAL CONTRACT COST
Not to exceed $1,282,071.00

Advanced Therapy – ACAP
170 Ontario Street
Albany, New York 12206

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM - 1:30 PM

Beginnings - Ohav Shalom
113 New Krumkill Road
Albany, New York 12208

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM - 1:30 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM - 1:30 PM

Beginnings – St. Vincent
984 Madison Avenue
Albany, New York 12208

FALL/SPRING SESSION
9/05/18-6/21/19
8:00 AM - 1:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:00 AM - 1:00 PM
Cloverpatch - Albany
314 So. Manning Blvd
Albany, New York 12208

FALL/SPRING SESSION
9/05/18-6/21/19
9:00 AM – 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
9:00 AM – 2:00 PM

ECEC-Albany
251 Washington Avenue
Albany, New York 12205

FALL/SPRING SESSION
9/05/18-6/21/19
8:45 AM - 1:15 PM

SUMMER SESSION
7/08/19-8/16/19
8:45 AM - 1:15 PM

St. Anne’s
160 No. Main Avenue
Albany, New York 12206

FALL/SPRING SESSION
9/05/18-6/21/19
8:30 AM – 2:00 PM

SUMMER SESSION
7/08/19-8/16/19
8:30 AM – 2:00 PM
July 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 from the Department for Children, Youth and Families for permission to accept Transition Funding from NYS Office of Children and Family Services (OCFS) to support the implementation of the Family First Prevention Services Act (FFPSA) and to amend the 2019 DCYF Adopted Budget.

The total funding allocation for Albany County is $53,905 for the term of April 1, 2019 – March 31, 2020.

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):
Budget Amendment and Authorization to accept Transition Funding for the implementation of Family First Prevention Services Act (FFPSA)

Date: July 01, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen Pratt, 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) Authorization to accept Transition Funding

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: $53,905
Scope of Services: Implementation of Family First Prevention Services Act

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 ☐
File #: TMP-0984, Version: 1

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6119 03407
Revenue Amount: $53,905

Appropriation Account and Line: AA6119 04046
Appropriation Amount: $53,905

Source of Funding - (Percentages)
   Federal: Click or tap here to enter text. 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) April 1, 2019 - March 31, 2020.
Length of Contract: 1 Year

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 15-536
Date of Adoption: 12/7/15

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

Request for Authorization to accept Transition Funding for the implementation of Family First Prevention Services Act (FFPSA) from the NYS Office of Children and Family Services (OCFS) and to Amend the 2019 DCYF Adopted Budget

The Albany County Department for Children, Youth, and Families (Department) respectfully requests Legislative authorization to accept Transition Funding from NYS OCFS to support the implementation of FFPSA. The total funding allocation for Albany County is $53,905 for the term of April 1, 2019 – March 31, 2020.

The federal Family First Prevention Services Act (FFPSA) was enacted on February 9, 2018. A primary goal of FFSPA is to keep children safely at home with their families and, when that is not possible, to utilize the least restrictive placement appropriate for the needs of the child. FFPSA reforms federal financing to prioritize family-based foster care settings over congregate care settings by limiting Title IV-E reimbursement for placement in certain congregate care settings. OCFS has received federal approval of a two-year implementation delay, to September 29, 2021, for certain provision of FFPSA including those relating to limits on federal reimbursement for non-family based foster care. The delay affords LDSSs the time necessary to implement new protocols and strategies necessary to meet the standards under the FFPSA.

To meet FFPSA standards, LDSSs must intensify efforts to maintain children in home-based settings whenever possible. These efforts include identification and engagement of kinship resources, and increased recruitment and retention of foster homes for children who do not have appropriate kinship resources. The Family First Transition Fund assists these goals by providing LDSSs with funds to support, recruit and retain current and prospective foster families, including kinship caregivers. The intent of this fund is to produce sustained systemic improvements that encourage the least restrictive setting for children in foster care.

The Department has chosen to utilize the funding allocated to Albany in the following ways:

- Receive enhanced targeted technical support
- Improve recruitment and retention of foster families, including kinship caregivers
- Establish an administrative review team to review proposed placements in non-kinship and congregate care settings
Instruction:
This form must be completed to receive Family First Transition Funds. Please complete and return to FamilyFirstNY@ocfs.ny.gov by June 15, 2019. Such funds will not be used to supplant any other state or local funds. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

Section I

This is to certify that Albany County Department for Children, Youth, and Families (insert LDSS name) plans to use the allocation of these funds authorized in the amount of $53,905 toward one of the purposes listed below. This plan is subject to change based on individualized technical assistance and strategy selection. How the funds were used will be documented in the Family First Transition Fund Progress Report (Attachment C). Outcomes resulting from such expenditures will be documented in the Family First Transition Fund Outcomes Report (Attachment D).

Plan for use of funds: (Check all that apply.)
- Additional/enhanced targeted technical support
- Family search and engagement
- Enhancing support for foster parents
- Supporting kinship foster parents in meeting approval/certification requirements
- Improving recruitment and retention of foster families, including kinship caregivers
- Establishing administrative review teams to review proposed placements in non-kinship and congregate care settings
- Other (describe)

Section II

The LDSS agrees to participate in OCFS administered centralized technical assistance, and may receive additional technical assistance which may include one or more of the following:

- OCFS administered LDSS-specific technical assistance to assist with data analysis
- Consultant administered strategy development, system improvements and monitoring progress toward target goals

The LDSS has already received technical assistance toward the goal of reducing children in congregate care and increasing children in kinship foster care settings:
- Yes  □ No

If yes, describe:

Albany County is scheduled to received technical assistance working with Redlich Horowitz Foundation and Jim Czarniak from Onondaga County. The scheduled date for the TA is June 27, 2019.

Section III

Instruction:
OCFS has set statewide target goals for the percentage of children in foster care living in congregate care and kinship foster care, to be achieved by September 30, 2021, as follows: 12% congregate care placements and 30% kinship foster care placements. To assist the state in meeting these targets, the LDSS must identify target goals to reduce congregate care and increase kinship foster care to be achieved by September 30, 2021. Progress toward these goals, as of September 30, 2020, will be documented in the Family First Transition Fund Outcomes Report due November 1, 2020.
Utilizing the data provided on the next page, fill in the placement percentages as of December 31, 2018. Establish and fill in target goals\(^1\) which may also be identified in the 3-year Retention and Recruitment Plan:

1. Reduce congregate care from 25\% (on December 31, 2018) to 18\% by September 30, 2021
2. Increase kinship\(^2\) foster care from 6\% (on December 31, 2018) to 15\% by September 30, 2021

Describe below how the LDSS will engage kinship resources with direct custody orders (1017) to consider becoming certified or approved foster parents

| Name and title of person completing the form: | Gail Geohagen-Pratt, Commissioner | Date: 06 / 14 / 2019 |
| Name of commissioner: | Gail Geohagen-Pratt | Date: 06 / 14 / 2019 |

Within 2 weeks of a kinship resource receiving 1017 custody, the assigned caseworker (along with a staff person well-versed on custodial options if needed) will follow-up with the kin resource to review custodial options utilizing resources such as "Having a Voice and a Choice" and "Know Your Options" to review in detail the various custodial options and the benefits of each. Should the kin decline to become a certified or approved foster parent at that time, there will be a follow-up discussion within 45-60 days. Caseworker will also provide information to the Kinship navigator resource program as an independent entity for the kin to speak with on the matter. All discussions with kin regarding custodial options will be documented in a progress note and detailed information provided should a relative decline to become certified/approved.

Section IV

---

\(^1\) Measured from an in-care sample of children in the care and custody of the LDSS in such setting on December 31, 2018 and September 30, 2021

\(^2\) Kinship foster care includes both approved foster homes, and certified foster homes where the foster parent is a relative or a non-relative with a positive relationship to the child or child’s family (i.e. godparent, neighbor, family friend).
### Appropriations

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**Total Appropriations**

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### Estimated Revenues

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**Grand Totals**

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July 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 from the Department for Children, Youth and Families for permission to enter into a renewal contract with Trinity Alliance of the Capital Region, Inc. for Family and Neighborhood Resource Center Services.

The requested contract is for the term of October 1, 2019 – September 30, 2020 for $170,000 and involves a local share of approximately 30.5%.

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
File #: TMP-0985, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for FNRC Services with Trinity Alliance of the Capital Region, Inc.

Date: July 01, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen Pratt, Commissioner

Purpose of Request:
- [ ] Adopting of Local Law
- [ ] Amendment of Prior Legislation
- [ ] Approval/Adoption of Plan/Procedure
- [ ] Bond Approval
- [x] 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)

Contract Terms/Conditions:

Party (Name/address):
Trinity Alliance of the Capital Region, Inc
15 Trinity Pl
Albany, NY 12202

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

Amount/Raise Schedule/Fee: $170,000.00
Scope of Services:
Provision of Family and Neighborhood Resource Center Services

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

CONCERNING ALL REQUESTS

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

b

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

County Budget Accounts:
Revenue Account and Line: AA6071 03670
Revenue Amount: $118,179.00

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $170,000.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 69.5%
County: 30.5%
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
If yes, explain:
Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-298, 18-22, 16-328, 15-400, 14-336, 13-345, 12-474
Date of Adoption: 7.9.18, 2/12/18, 8/8/16, 10/13/15, 9/8/14, 11/12/13

Justification: (state briefly why legislative action is requested)
See Attached
The Department for Children, Youth and Families
Justification for Contract Renewal Authorization with Trinity Alliance of the Capital Region, Inc. for the Provision of Family and Neighborhood Resource Center Services

The Department for Children, Youth and Families respectfully requests legislative authorization to renew a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for October 1, 2019 – September 30, 2020 for the amount of $170,000.

The Trinity Family and Neighborhood Resource Center (FNRC) was opened in 2005 as a neighborhood initiative as a preventive service by the Department and funded through a particular State funding stream of Community Optional Preventive Services (COPS). Only COPS programs approved by OCFS on or before October 1, 2008 are eligible for funding through the COPS program.

The Family and Neighborhood Resource Center brings together the individual programs and services of the agency under a seamless service delivery mechanism. Using a strengths-based, solution oriented evidence based holistic approach, this system allows for immediate assessment of the presenting problem, family team conferencing, identification of ancillary needs, designation of appropriate intervention, and rapid engagement in crisis intervention services, program specific enrollment, referral to supportive resources or engagement in preventative services. All of Trinity Alliance services are trauma informed and are culturally competent, including the fact that we employ three Spanish speaking individuals.

A chief goal of the FNRC is family stabilization through the provision of family strengthening primary, secondary and tertiary preventative measures, all aimed at aversion of foster care, mental health hospitalization and criminal justice entanglement. The FNRC actively averts homelessness, intervenes in domestic violence situations, aids in treatment service location for those actively addicted, provides reunification support for families with individuals returning from incarceration or residential treatment, supports solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care. The FNRC staff plays a major role in preventing the abuse and neglect of children.

Individuals and families who come to access other specific Trinity services are funneled to the array of FNRC program offerings and services. These consumers are encouraged to utilize the programs that reach all members of the family, from infants to seniors. On any given day, over one hundred and fifty community members will be engaged in the various FNRC programs. The agency is open for these activities seven days a week. Over five hundred consumers take part in FNRC programming monthly, the vast majority of them being African-American, Latino/Hispanic and from immigrant populations including Butanese, Burmese, Iraqis.

As it coordinates the infusion of resources into the agency, a network of community based interventions designed to strengthen individuals, families and the neighborhood is created. The FNRC staff also delivers direct crisis and intervention services, family education and health and wellness programs. The FNRC reinforces and strengthens the overall ability of families to cope and progress, while it delivers neighborhood-building technical support and empowers South End volunteers who are building their community.
SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBANY in
AND
TRINITY ALLIANCE OF THE CAPITAL REGION, INC.

Family and Neighborhood Resource Center (FNRC) Services
Community Optional Preventive Services (COPS)

Pursuant to Resolution No. 298 for 2018, adopted 07/09/2018

THIS AGREEMENT is made by and between the County of Albany, a
municipal corporation, acting by and through its County Executive (hereinafter
referred to as the "COUNTY"), on behalf of the Albany County Department for
Children, Youth and Families (hereinafter referred to as the "DEPARTMENT"),
with its principal place of business located at the Albany County Office Building,
112 State Street, Albany, New York 12207, and Trinity Alliance of the Capital
Region Inc., with its principal place of business located at 15 Trinity Place,
Albany, New York 12202, (hereinafter referred to as the "CONTRACTOR")
(COUNTY and CONTRACTOR each may hereinafter be referred to as the
"Party" and together the "Parties").

WITNESSETH:

WHEREAS, the COUNTY requires a service agreement with qualified
Contractors to comply with the Social Services Law of the State of New York, the
Rules and Regulations of Title 18 NYCRR, and any other applicable State and
Federal laws, specifically that the COUNTY 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;
and

WHEREAS, the CONTRACTOR under the terms of its corporate authority
has the power to provide the services required to be performed herein; and

WHEREAS, the COUNTY, has authorized the DEPARTMENT, to enter
into an agreement with the CONTRACTOR regarding the provision of Family and
Neighborhood Resource Center Services; and

WHEREAS, the Albany County Legislature has authorized the
DEPARTMENT to enter into an agreement with the CONTRACTOR regarding
the aforesaid Service by Resolution No. 298 for 2018, adopted July 9, 2018, for
the period October 1, 2018 through September 30, 2019; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE
DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:
ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION

The Contract Documents consist of the following: 1) this Agreement and 2) the CONTRACTOR'S Service Agreement Proposal (hereinafter, the "Proposal"), which is attached hereto as Exhibit "A" and made a part hereof, (collectively called the "AGreement" hereinafter).

In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the CONTRACTOR'S Proposal.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR, either directly or through an authorized representative, shall provide all services set forth in Exhibit "A" "Proposal of Services".

ARTICLE III - SCOPE OF SERVICES

The Trinity Family and Neighborhood Resource Center (FNRC) Community Optional Preventive Services (COPS)

Community Optional Preventive Services (COPS) are intended to help families where placement is not imminent, but where youth and/or families live in particular communities or have other conditions or circumstances that put them at an elevated risk of foster care.

COPS are aimed at supporting community services that work with youth and families before a serious problem develops, with the long-term goal of reducing the need for foster care and offering a less costly alternative to placement. Current COPS programs provide a wide range of services to avert placement, including (but not limited to) home visiting programs, mental health services, respite, day treatment programs, after-school and summer programs, PINS/JD diversion, family engagement, mediation services, relative/kinship assistance, mentoring programs, alternatives for youth, parenting education, transitional support, and youth court.

The COUNTY reserves the right to amend the funding structure and service programming, in collaboration with the CONTRACTOR, during the course of the contractual AGREEMENT in order to most effectively and efficiently meet the overarching goals of preventive services in the COUNTY. It is not the COUNTY'S intent to substantially change the services being provided but to offer flexibility in how these services are managed once the program is in place.
ARTICLE IV. REPORTING REQUIREMENTS

The CONTRACTOR is required to submit a "COPS Program Report" (13-OCFS-LCM-11) (see Exhibit "C" attached hereto and made a part hereof) to the COUNTY by October 8, 2018. This report provides demographic information and current performance targets or outcomes, required for all preventive service programs. For the purpose of this requirement:

"Performance" means quantifiable and verifiable interim changes in, or maintenance of, the conditions or behaviors of the target population resulting from the provision of services that indicate progress towards an outcome.

"Outcome" means the anticipated change in, or maintenance of, conditions or behaviors of a targeted population as a result of the provision of services.

Additionally, the CONTRACTOR agrees to track all referrals, attendance and performance outcomes and provide such information to the COUNTY as requested.

ARTICLE V. RESPONSIBILITIES OF THE COUNTY

The COUNTY shall provide and maintain adequate space, equipment, supplies, and security for the provision of any services rendered on-site at the COUNTY.

Notwithstanding any provisions contained herein to the contrary, the COUNTY remains responsible for ensuring that services provided under this AGREEMENT comply with all pertinent provisions of Federal, State, and local statutes, rules, and regulations.

ARTICLE VI. AVAILABLE DATA

All technical or other data relative to the work in the possession of the COUNTY or in the possession of the CONTRACTOR shall be made available to the other party to this AGREEMENT without expense to the other party, as applicable by Federal, State and local statutes, rules and regulations.

ARTICLE VII. COOPERATION

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

ARTICLE VIII. FEES

In consideration of the terms and obligations of this AGREEMENT, the COUNTY agrees to pay and the CONTRACTOR agrees to accept an amount not
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: 9/14/14

BY: [Signature]

Daniel P. McCoy
Albany County Executive

Or

Philip F. Calderone
Deputy County Executive

TRINITY ALLIANCE OF THE CAPITAL REGION, INC.

DATE: 9/15/14

BY: [Signature]

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

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

__________________________
NOTARY PUBLIC

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

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

__________________________
NOTARY PUBLIC
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:

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Exhibit "A"
Proposal of Services
Trinity Alliance of the Capital Region Family and Neighborhood Resource Center
(FNRC)

Trinity Alliance has been operating as a multi-faceted, settlement house model, social welfare and community center based within the Albany South End neighborhood for 101 years. We serve the entire family and all ages with a variety of health, education and social welfare programs and a variety of community center programs. Through our provision of “cradle to grave” services approximately 11,000-12,000 individuals and families utilize our programs annually. Trinity Alliance has nine locations throughout the County of Albany, soon to be ten.

Program Design:

The Family and Neighborhood Resource Center (FNRC) includes elements of the neighborhood based family resource center as described by the Early Childhood Digest, and the broad principles of the family preservation movement.

Four key features which are exemplified in the Trinity Family and Neighborhood Resource Center operation:
• Family centered and strength based;
• Neighborhood network of services and supports;
• Individualized courses of action for vulnerable children and families;
• Shared decision making.

These features are incorporated into the Family and Neighborhood Resource Center through the implementation of central intake, rapid referral, identification, intervention and prevention, array of program offerings, extensive network of collaborative agencies and services, and community advisory councils and volunteer participation. Within the FNRC setting there is a consistent emphasis on the delivery of prevention services and the goal of creating a safe community environment.

The effectiveness of the implementation of these strategies are reflected in the agency’s internal outcomes and performance measures.

The Early Childhood Digest characterizes a Neighborhood Center as:
- a place to make you feel welcome.
- a place that supports families by making many services easier to get.
- a place that offers family support for a long time.
- a place to help neighbors improve the neighborhood, schools and more.
- a place to get information.
- a place to take classes.
- a place to meet other parents and share your stories about raising children.

The design of the Family and Neighborhood Center lends itself to the creation of a place that meets these criteria, while continuing to deliver very concrete services, and assure that all programmatic requirements are met.
Principles and Premises

- Primary responsibility for the development and well-being of children lies within the family, and all segments of society must support families as they rear their children.
- Assuring the well-being of all families is the cornerstone of a healthy society and requires universal access to support programs and services.
- Children and families exist as part of an ecological system.
- Child-rearing patterns are influenced by parents' understandings of child development and of their children's unique characteristics, personal sense of competence, and cultural and community traditions and mores.
- Enabling families to build on their own strengths and capacities promotes the healthy development of children.
- The developmental processes that make up parenthood and family life create needs that are unique at each stage in the life span.
- Families are empowered when they have access to information and other resources and take action to improve the well-being of children, families and communities.

Principles of Family Support Practice
- Staff and families work together in relationships based on equality and respect.
- Staff enhance families' capacity to support the growth and development of all family members — adults, youth and children.
- Families are resources to their own members, to other families, to programs, and to communities.
- Policies and practices affirm and strengthen families' ethnic, racial and linguistic identities and enhance their ability to function in a multicultural society.
- Programs are embedded in their communities and contribute to the community-building process.
- Programs advocate with families for services and systems that are fair, responsive and accountable to the families served.
- Practitioners work with families to mobilize formal and informal resources to support family development.
- Programs are flexible and continually responsive to family and community issues.
- Principles of family support are modeled in all program activities, including planning, governance and administration.

The Trinity Family and Neighborhood Resource Center (FNRC) was opened in 2005 as a neighborhood initiative funded by the Albany County Department for Children, Youth and Families through Community Optional Preventive Services (COPS).

The Family and Neighborhood Resource Center brings together the individual programs and services of the agency under a seamless service delivery mechanism (please see agency diagram). Using a strengths-based, solution oriented evidence based holistic approach, this system allows for immediate assessment of the presenting problem, family team conferencing, identification of ancillary needs, designation of appropriate intervention, and rapid engagement in crisis intervention services, program specific enrollment, referral to supportive resources or engagement in preventative services. All of Trinity Alliance services are trauma informed and are culturally competent, including the fact that we employ three Spanish speaking individuals.
Individuals and families who come to access other specific Trinity services are funneled to the array of FNRC program offerings and services. These consumers are encouraged to utilize the programs that reach all members of the family, from infants to seniors. On any given day, over one hundred and fifty community members will be engaged in the various FNRC programs. The agency is open for these activities seven days a week. Over five hundred consumers take part in FNRC programming monthly, the vast majority of them being African-American, Latino/Hispanic and from immigrant populations including Butanese, Burmese, Iraqis.

As it coordinates the infusion of resources into the agency, a network of community based interventions designed to strengthen individuals, families and the neighborhood is created. The FNRC staff also delivers direct crisis and intervention services, family education and health and wellness programs. The FNRC reinforces and strengthens the overall ability of families to cope and progress, while it delivers neighborhood-building technical support and empowers South End volunteers who are building their community.

The FNRC retains a series of expert subcontractors in order to achieve high impact utilizing evidence based and best practices. One such example is Reentry and Orientations Towards Success (ROOTS) peer led support services for individual reentering the community from incarceration. ROOTS meets with individuals referred by NY State Parole at our locations and at the Albany County Correctional Facility. Another such example is our Latin Dance instructor for senior adults, initially funded through a National Institutes of Health grant.

The FNRC volunteer coordinator oversees the activities of tens of neighborhood volunteers fulfilling a myriad of functions from operating our four (soon to be five) community gardens that supply food to people, to summer youth employees who learn and intern, to the organization of a citizen petition that resulted in the introduction of first-ever historic bus service serving the Arbor Hill, West Hill and South End neighborhoods of Albany. These volunteers are viewed as assets, and our largest asset is the word of mouth that spreads block by block; though we also conduct annual consumer satisfaction surveys as well as part of our program evaluation regime.

Over 100 active program and service partners are managed by the FNRC. These partners range from ethnic affiliation groups such as battered Moslem women, to health and wellness promoting coalitions Healthy Hearts on the Hill and the Strategic Health Alliance, funded through a federal grant, to grassroots community and neighborhood organizing entities, many of which utilize FNRC facilities located in the Arbor Hill and/or the South End sites.

The FNRC represents Trinity Alliance at the South End Neighborhood Association and the Arbor Hill Neighborhood Association, for both Associations the FNRC helped author the founding by-laws, the South End Action Committee, the Arbor Hill Implementation Team, National Black Child Development Initiative Albany Chapter, and was an active participant in the authoring of the Capital South Plan: SEGway to the Future. This plan spawned the Capital South Campus Center, a $5,000,000 federal HUD grant collaboration between the Albany Housing Authority and Trinity Alliance resulted in the 2014 opening of an 18,000 square foot adult education facility in the heart of the South End.
The FNRC staff includes the director, the coordinator of community outreach and special programs, a case manager, the financial literacy coordinator, evening receptionist, director of volunteers and a full time VISTA volunteer. The FNRC staff also includes the 10,000 Words program instructor, outreach coordinator and supervisor time. 10,000 Words is an innovative early childhood language development program for infants and toddlers and their caregivers.

COPS funding provides $170,000 for FNRC operations, supplemented by an additional direct program funding of $100,000 from the United Way of the Greater Capital Region and various other supporters enumerated and documented elsewhere. Trinity has also leveraged these funds to draw in new direct service programs funded at hundreds of thousands of dollars serving Albany County residents as a direct result of the comprehensive value-added supports and services offered by the FNRC.

The existence of the FNRC has generated in-kind contributions of approximately $25,000 annually including items such as furniture, school supplies, children’s holiday gifts, but most significantly, volunteer services from computer instruction to children’s music lessons, all of which directly benefit the families in the South End, Arbor Hill and West Hill.

A chief goal of the FNRC is family stabilization through the provision of family strengthening primary, secondary and tertiary preventative measures, all aimed at aversion of foster care, mental health hospitalization and criminal justice entanglement. The FNRC actively averts homelessness, intervenes in domestic violence situations, aids in treatment service location for those actively addicted, provides reunification support for families with individuals returning from incarceration or residential treatment, supports solutions outside the income maintenance system through the distribution of emergency food supplies and is a provider of multiple supports for youth returning from foster care. The FNRC staff plays a major role in preventing the abuse and neglect of children.

Evaluation:

Listed below is a sampling of the program impact of the FRNC, and the multiplier effect generated by its presence in the community, along with the evidence based or best practice accompaniment. It should be noted that the reason individuals with criminal justice backgrounds heavily utilize the services and programs offered by the FNRC is that they are free standing, non-means tested, highly coordinative, and primary prevention in nature.

The Trinity Alliance FNRC locations are in the midst of the South End neighborhood and bordering Arbor Hill and West Hill neighborhoods. The level of economic poverty in these neighborhoods as measured by those eligible for free and reduced school meal programs ranges up to over 90% in the specific neighborhood elementary schools. Seventy percent of the individuals served by the FNRC are African-American, three percent are Latino and one percent are ‘other’, while twenty-six percent are Caucasian.
Trinity Alliance of the Capital Region works closely with the University at Albany School of Social Welfare Center for Human Services Research to achieve program evaluation objectives.

Trinity Alliance will work with Blanca M Ramos, MSW, LCSW, PhD on the following potential evaluation methods and data collection:

- Develop and implement a survey to assess satisfaction among relevant constituencies. Items will be based on the four key features exemplified in the Trinity Family and Neighborhood Resource Center operation.
  - Family centered and strength based
  - Neighborhood network of services and supports
  - Individualized courses of action for vulnerable children and families
  - Shared decision making.
- Collect qualitative data using focus groups or personal interviews with FNRC personnel to assess strengths and shortcomings related to accessibility.
- Collect qualitative and quantitative data to assess specific outcomes such as reduction and elimination of family violence and CPS involvement, and improved parenting skills, job development, financial literacy training, educational supports.

Among our best practices and evidence based initiatives are:
Encouraging healthy eating and improving access to healthy foods by working on and providing:
- Community gardens developed in four (soon to be five) previously vacant lots
- Fresh fruits and vegetables working with a coalition to promote these in local corner stores
- Neighborhood Farmers Markets
- Food demonstrations
- Community dinners
- Cooking classes

We collaborate with numerous organizations including, but not limited to, the Albany County Health Department, Healthy Hearts on the Hill, the Strategic Health Alliance, Community Gardens, The United Way, Cornell Cooperative Extension, Soul Fire Farm and our neighborhood associations.

By working with organizations with expertise in healthy eating, diet and nutritional awareness, we are engaging in evidence-based practices designed to reduce hypertension, diabetes, coronary disease, obesity found in high levels in the African-American and lower socio-economic populace.

Encouraging prevention programs and health maintenance regarding chronic diseases like obesity, diabetes, high blood pressure:
- Provide regular health screenings
- Dancing With Our Elders and Sewing, Knitting, Crocheting Circle
- Offer fitness programs like yoga, zumba, walking club, karate, tai chi
- Have representatives from health care provider agencies available for questions about insurance
  and health care
- Helped develop walking paths and bike lanes in the city
• Helped establish two new playgrounds in the neighborhood
• Helped establish smoke free zones in parks and at businesses
• Sponsor block party events which highlight exercise like basketball, volleyball, hopscotch, hula hooping, four square, kickball and healthy eating

We collaborate with many organizations including, but not limited to the Albany County Health Department, Kaboom, Strategic Health Alliance, WellCare, Fidelis, Capital District Physicians Health Plan, the Diabetes Association, the American Heart Association, the American Cancer Society, New York State Department of Health. It should be noted here that Trinity Alliance has teamed up with Capital District Physicians Health Plan to create a new innovative program designed to promote improved preventative health care access among Medicaid patients.

Likewise, in working with experts in each subject area, utilizing evidence-based practices, promoting preventative primary health and wellness by adding venues and access, and affording linkage to primary medical attention through CDPHP, we are establishing better health outcomes for the population we serve.

Encouraging academic success:
• Provide GED programming at two locations
• Provide GED in Spanish
• Mentoring program for young people
• Provide tutoring in the schools and on site
• Sponsor programs for language development in pre-schoolers (10,000 Words)
• Provide back to school supplies
• Operate karate programs which require a good report card to participate

We collaborate with area colleges (Siena and UAlbany), volunteer tutors, the public and private schools, BOCES, and many local bank and organizations which assist in the collection of school supplies.

BOCES is the State Education Department certified GED provider for our locality. The GED is a nationally normed best practice. Early childhood language development is recognized as key to the success in domains such as education, employment, civic engagement.

Workforce development:
• Jobs Club
• Financial literacy classes with partner SEFCU
• VITA tax preparation
• GED instruction (see above)
• ATSCO
• Bus pass program for new employees (donation of $5000 by the Capital District Transportation Authority)

Trinity’s FNRC VITA tax preparation site serves the lowest median income consumer of any of the United Way of Northeastern New York’s sites. In 2013 we prepared 266 returns and returned over $442,000 to our consumers. Those who receive returns meet with our financial literacy coordinator in classes and then SEFCU and are helped with credit repair and opening banking accounts and savings plans. Our Jobs Club typically sees between 5-10 individuals and, in addition to preparing resumes, conducting mock
interviews, completing on-line job applications, we maintain an employment ‘honor roll’ of individuals who have secured employment through our network of employers who work with individuals with a spotty education or criminal justice history, or own their own.

A total of 50 individuals, all of whom are African-American and many of whom were incarcerated, have graduated from the industry standard ATSCO class. At our last graduation of 19 individuals, 8 were offered employment on the spot by employers who attended the graduation.

Human development:
- Anger management classes
- Fathers group
- Parenting instruction
- Bicycle Repair Workshop

Trinity Alliance retains relationships with Jewish Family Services, the Albany Bicycle Rescue, Community Fathers, all of which provide evidence based practices in these specific areas. Our Parenting Instruction course is the only one available, of which we are aware, that provides no-fee programming. These classes make it possible for those parents who are referred by Family Court, probation, parole, CPS to obtain the necessary nationally normed credentials to fulfill their orders and conditions.
## Exhibit “B”

### Fees for Services

<table>
<thead>
<tr>
<th>Trinity Alliance of the Capital Region</th>
<th>Per Month</th>
<th>Annual Contract</th>
</tr>
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<td>Clinical Prevention Services with Community and Recreational Supports Family and Neighborhood Resource Center (FNRC) Community Optional Preventive Services (COPS)</td>
<td>$14,166.66</td>
<td>$170,000.00</td>
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<td><strong>Total not to exceed</strong></td>
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