AGENDA

SOCIAL SERVICES COMMITTEE

AUGUST 27, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TANF AND SAFETY NET RECIPIENTS

2. AUTHORIZING THE RENEWAL OF CONTRACTS WITH THREE PROVIDERS OF HOME ESTABLISHMENT FURNISHINGS

3. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING MATERNITY SHELTER AND SUPPORT SERVICES

4. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES AND THE ALBANY COUNTY PROBATION DEPARTMENT

5. AUTHORIZING THE RENEWAL OF A CONTRACT AGREEMENT WITH THE UNIVERSITY AT ALBANY FOR THE PROVISION OF MANAGEMENT TRAINING
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on July 23, 2019. Mr. Simpson served as Chairperson, Messrs. Mendick, Bullock, Clay, Commissio, and Cahill, and Ms. Lockart, were present. Messrs. Fein and Reinhardt were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing Agreements Regarding Transportation for Children with Special Needs to Education and Therapy Programs: The Commissioner of the Albany County Department for Children, Youth and Families requested authorization to enter into agreements, the first optional one year renewal, with Rejha Group LLC regarding transportation of children with special needs to education and therapy programs in all six transportation zones at New York State established rates for the term commencing September 1, 2019 and ending August 31, 2020, with one additional one-year option to renew. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing Agreements Regarding the Acceptance of Grant Funding and the Provision of Services Regarding the Family First Prevention Services Act: The Commissioner of the Albany County Department for Children, Youth and Families (DCYF) requested authorization to enter into an agreement with New York State Office of Children and Family Services regarding the acceptance of grant funding in the amount of $53,905 for the term commencing April 1, 2019 and ending March 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Authorizing an Agreement with Trinity Alliance of the Capital Region, Inc. Regarding the Provision of Family and Neighborhood Resource Center Services: The Commissioner of the Albany County Department for Children, Youth and Families requested authorization to enter into an agreement with Trinity Alliance of the Capital Region, Inc. regarding the provision of Family and Neighborhood Resource Center (FNRC) services for the term commencing October 1, 2019 and ending September 30, 2020 in an amount not to exceed $170,000. 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 COMMUNISMO

PATRICE LOCKART
RICHARD MENDICK
WILLIAM REINHARDT
CHARLES CAHILL
August 14, 2019

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

Dear Chairman Joyce,

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance to achieve the most efficient and effective means of facilitating people from public dependency to the workforce and, therefore, to self-supporting lifestyles.

The Altamont Program, Inc. will provide in-program retention services from the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects at all points in the program and specific efforts will be made to keep the drop-out rate to a minimum. The provider will also be providing intensive case management and linkage services.

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 (Altamont Program)

Date: 8/7/2019
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. 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):
The Altamont Program, Inc.
428 Duane Avenue
Schenectady, New York 12304

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

Amount/Raise Schedule/Fee: $529,700
Scope of Services: The Altamont Program will provide the necessary tools and resources to facilitate Albany County Department of Social Services clients' readiness for, and access to, employment that will lead to self-sufficiency.

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 04615
Revenue Amount: $529,700.00

Appropriation Account and Line: AA6010 44052
Appropriation Amount: $501,700.00

Source of Funding - (Percentages)
Federal: 94.7%
State: 0%
County: 5.3%
Local: 0%

Term
Term: (Start and end date) 1/1/2020-12/31/2020
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: 396
Date of Adoption: 9/12/2018

Justification: (state briefly why legislative action is requested)
Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance to achieve the most efficient and effective means of facilitating people from public dependency to the workforce and, therefore, to self-supporting lifestyles. ACDSS has adopted a Work First/Labor force attachment approach utilizing three steps:
1. Preparation for employment;
2. Employment, retention and re-employment
3. Skills upgrade for income enhancement and better employment opportunities

The Altamont Program will provide in-program retention services from the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects at all points in the program. Specific efforts will be made to keep the drop-out rate to a minimum. The provider will be providing intensive case management and linkage through:
- Preparation to employment beginning with orientation to employment requirements
- Individual assessments and the development of an Individual Employment Plan (IEP) with short and long term goals, reassessment and update of the IEP as necessary
- Pre-employment job readiness and job skills training including employment preparedness skills
- Resume preparation
- Job searching skills
Referral to cooperating programs and services; single point of referral and linkage to appropriate community resources for specified services including, but not limited to:
- essential expertise and resources,
- vocational rehabilitation services,
- employment services,
- educational and training services
- job development
- work experience and community service development/placement

- Employment, retention and re-employment (understanding the correlation between employment, budgeting, asset development, credit/banking and self-sufficiency):
  - Accessing tax credits
  - Job placement to facilitate achievement if the maximum degree of self-sufficiency through work appropriate to an individual’s skill levels that will secure them full-time employment with a focus on a career or employment ladder
  - Retentions services for 6 months post TA closing aimed at increasing an individual’s economic stability maximizing available assets
  - Providing an outreach packet on transitional services available designed to improve an individual’s prospect of long term self-sufficiency and economic independence by developing skills and resources that support an individual and preventing a return to public assistance

- Skills upgrade for income enhancement and better employment opportunities include but not limited to:
  - Maximize education and training to prepare an individual for the current job market
  - Increase access to targeted training for jobs in high growth industries and Career Pathways programing
  - Encourage participation in up to a 4 year college degree program for individuals who participate in work activities for 20 hours per week and are able to maintain an appropriate GPA of C
  - Reassess and evaluate the underemployed for skills enhancement
  - Linkage to Job Clubs and other mentoring resources

The Altamont Program was selected through a competitive bid for services under RFP #2017-094. This request is for year three of a five year contract.
COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
THE ALTAMONT PROGRAM, INC
PURSUANT TO RESOLUTION NO. 396, ADOPTED 9/12/2018

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”), with principal offices located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc., a corporation authorized to do business in the State of New York, located at 428 Duane Avenue, Schenectady, New York 12304 (hereinafter referred to as the “Provider”).

WITNESSETH:

WHEREAS, the County has heretofore requested proposals for the provision of comprehensive employment services for the Department, said request for proposals having been denominated RFP# 2017-094 and which is incorporated by reference into this Agreement and made a part hereof; and

WHEREAS, the Provider has heretofore submitted a proposal for services that will provide the necessary tools and resources to facilitate clients’ readiness for, and access to, employment which will lead to self-sufficiency. The Provider will engage clients in appropriate programs that lead to employment and financial independence including and verifying engagement activities. These programs and engagement activities will include: orientation to employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in accordance with regulations, to recipients of Temporary Assistance, through a connection with our community.

WHEREAS, the County has accepted the proposal of the Provider to provide comprehensive employment services as the lowest responsible bidder; and

WHEREAS, the County has accepted the offer of the Provider to provide comprehensive employment services.

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

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED BY THE PROVIDER

As part of this Agreement, the Provider shall provide all services set forth in their proposal and as more particularly described in Exhibits 1 and 2 of this Agreement attached hereto and made a part hereof.
ARTICLE II. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County and the New York State Department of Social Services will be able to fulfill their function and responsibility.

The Provider shall complete the service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

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

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

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 of the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel 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 either party to this Agreement without expense to the other party. All client records and either forms, reports, statistics and materials shall be retained by and at the County.

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 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 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 for any purpose, and the employees of the Provider shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE VIII. SCHEDULE

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

ARTICLE IX. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Provider whose 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 of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a quarterly basis for benchmarks achieved in accordance with the rates and
maximums specified in the performance-based budget section of Exhibit 1, attached hereto and made a part hereof, but not to exceed a total amount of **FIVE HUNDRED TWENTY NINE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS ($529,700.00).**

Fees for the service provided shall be payable upon submission by the Provider of a claim form signed by the Provider to the Albany County Department of Social Services. The claim form or attached invoice must contain itemized detail of the services rendered.

**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 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. 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.

**ARTICLE XIV. ASSIGNMENTS**

The Provider agrees to be bound by the provisions of Sections 103-a and 103-b of the General Municipal Law of the State of New York,

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, subcontracting, or otherwise disposing of this Agreement, or the Provider's right, title or interest therein without the previous consent in writing of the County.
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, or 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 XIV. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and will continue in effect through December 31, 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 with receipt granted by 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 the receipt granted by 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.

**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(s).

**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, a Member of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, 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 other than 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 disclosures on a specified disclosure form.

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

**ARTICLE XXIII. 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 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. INTERPRETATION

In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1. this Agreement; 2. the RFP; 3. the Proposal.

ARTICLE XXVI. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that 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 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. 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 XXIX. MODIFICATION

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

ARTICLE XXX. INVALID PROVISIONS

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

ARTICLE 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

ALTAMONT PROGRAM, INC

DATE:__________________  BY:____________________________
STATE OF NEW YORK  )
COUNTY OF ALBANY   ) SS.:

      On the ___ day of _______________________, 2019, 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 _______________________, 2019, 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>
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</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.</td>
</tr>
</tbody>
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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

13
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

TANF/Safety Net Employment Services Contract
Contract Period: 1/19 – 12/31/19
TANF: $501,700
Safety Net: $18,000
Post TA Closing Incentive: $10,000
Total Funding: $529,700.00

The Altamont Program is the single source provider of Employment Services for Albany County Department of Social Services (ACDSS). Altamont Program’s employment services will be based out of the Schuyler Inn shelter allowing them to better assist families on Temporary Assistance (TA) by providing direct access to their program.

As a single source provider the Altamont Program will provide an efficient and effective transition to employment and self-sufficiency through a “campus” type model. Gaining employment has been shown to directly impact an individual’s ability to obtain housing and vice versa having secure stable housing directly impacts the ability to maintain employment. Stable housing and employment are crucial for individuals to obtain self-sufficiency. The Altamont Program housing case management team will support and encourage employment as a way to obtain stable housing.

The Altamont Program will support and encourage employment through the following activities and services:

**Orientation Plan/Approach (within 1 week of referral):**
In addition to covering all the employment program requirements, the Altamont Program will focus on the benefits of employment and how this is a direct correlation to self-sufficiency. The Altamont Program will use a proven Intake Orientation model, which focuses on the importance of establishing a simulated work environment thus setting the foundation for preparedness for the workforce.
All clients will participate in a group Orientation conducted by the Altamont Program Senior Case Manager. This Orientation will consist of an introduction to the Altamont Program and the sequence of activities the client can expect as they are guided through the process of growth towards employment and self-sufficiency. In addition, the clients are introduced to the major welfare to work provisions of PRWORA that includes critical issues such as time limitations and compliance with work requirements that are mandatory. Orientation also includes the following information:

- How each client can most effectively benefit from the Altamont Program on their path to self-sufficiency;
- Rights and responsibilities of clients including, but not limited to the client’s responsibility to cooperate in establishing paternity and enforcing child support obligation;
• Supportive services available through ACDSS and the obligations of the district to provide them;
• The assistance available upon request to help clients assigned to work activities obtain child care services;
• Education, employment and training opportunities available, including those that are at no cost to the client and the client’s responsibilities associated with the repayment of student financial aid;
• Work activities available to each client;
• Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
• Information regarding the development of a self-sufficiency plan; the IEP.

Assessment/Pre-employment/Job-Readiness Plan/Approach:
The Altamont Program assessment process will occur on day one which will begin the road to employment and self-sufficiency. The assessment will address work histories, work skills, mobility, communication, motivation, short and long-term goals, hygiene and other activities of daily living that relate directly to work and the individuals ability to function effectively in a work environment. The intake assessment is the foundation for the development of an Individualized Employment Plan (IEP). Throughout the life of the TA case all IEP’s and modifications will be developed in partnership with Altamont Program staff and the client and will be signed and dated by both parties. The IEP will include 4 components; goals, action steps, agreements, information/referral. The Altamont Program case managers will conduct a re-assessment meeting approximately 2 weeks after the initial assessment to further develop the IEP and assess progress to date and compliance thus far. During the re-assessment, the client’s circumstances, strengths, limitations; disabilities as well identify needs to be met and services to be provided will be re-evaluated and additional services or issues that may prevent a client from succeeding will be identified so a plan towards self-sufficiency can be developed. Understanding that the IEP is a working document, the frequency of follow up assessment will be determined through routine monitoring by the Altamont Program case management team and will be based on the activities to which the client is assigned or the challenges the client may be facing. The IEP will be updated and modified as needed. Altamont Program’s model of coach and counsel sessions will provide the support necessary to assist the client in staying on track with their goals.

For those clients who are referred to the Altamont Program and who are already engaged with another community agency at time of referral, the Altamont Program will review and take into consideration any case management, planning, IEP development and scheduling that may already be in place with the existing provider. The Altamont Program will work with the client to make any modifications to the IEP that will assist in moving towards self-sufficiency

Career Adult Life Skills (CALS) classes. The Altamont Program will offer Career Adult Life Skills classes to assist in addressing some of the barrier’s that clients
may face in securing employment. These classes provide an excellent opportunity for networking among the client’s, opens conversations about barriers to employment and fosters activities such as mock interviewing. Altamont Program has found that by offering this class first thing in the day it not only provides a positive start and support - but propels client’s motivation towards their day.

Sample CALS Topics include:

- Why Should I Change My Life?
- Perception Verses Reality
- Empowerment and Motivation
- Workplace Conflict
- Resume Preparation
- Dress and Attendance
- Mock Interviewing
- Child Care Back-Up Plans and Their Importance
- What an Employer is Looking for in a Good Employee
- Criminal History
- Workplace Drug Testing
- How to Address Gaps in Employment
- Soft Skills Training
- Financial Literacy

Individual case conferences will be scheduled as needed to discuss the particular needs of a client who may be struggling or requiring additional linkages throughout the Capital District.

**Referral to Other Programs/Services Plan/Approach**

The Altamont Program Community Service Case Navigator is an integral part of the team and is a direct resource for the case managers and clients providing education and linkages to community resources. Networking under this service model will increase communication amongst service providers and enable the client to focus on their success in a more coordinated effort.

The Altamont Program Community Service Navigator is responsible for the identification and connection of the clients to services and education opportunities available within the Capital District. Additionally, the Altamont Program Community Service Navigator will identify programs and services that may be available through other State and Federal funds to augment programs and services provided by this contract. Referrals to community partnerships and resources will be made based on the individual's needs and obstacles to employment.

The Altamont Program Community Service Navigator will develop and expand upon the Altamont Program’s resources and partnership pool within the community. The Altamont Program Community Service Navigator will establish a provider meeting facilitating an environment where Capital District providers, including Albany County Department of Social Services, can come together on a routine basis to share information and gain knowledge.
on services available in the Capital District. The Schuyler Inn is an excellent venue for these community meetings offering adequate meeting space and convenient parking. These meetings will provide an excellent opportunity for all service providers to understand what resources are available in the community, what might be lacking, and how best to address those concerns that may prevent clients from achieving self-sufficiency.

The Altamont Program will also work with this provider group to develop a comprehensive service provider manual identifying what is available in the community.

**Job Search (6 weeks)**
The Altamont Program will ensure that clients are conducting job search activities. Job search activities include linkage to the One Stop Employment Center, NYSDOL Job Bank/Development and registration in the Job Zone which is required of all job ready clients. Clients are required to conduct a minimum of 15 verified job contacts each week in an active effort to secure employment. All job search documentation will be reviewed by the client's case manager. Any Altamont Program center based job search activities implemented will be closely supervised.

Due to the changing workforce it has become increasingly apparent for the need for basic computer skills for efficient job searching and to navigate the on-line application process which is becoming the more expected process of employment application. The Altamont Program will provide a computer lab which will accommodate resume development, on line job searching and skills teaching which will improve a client's ability to directly apply for jobs on line in a more efficient manner.

**Work Experience/Community Service (3-6 months)**
For those clients who are unable to secure unsubsidized employment following supervised job search for at least six weeks the Altamont program, as a not-for-profit agency has the ability to provide work experience in areas of clerical, food service, hospitality, janitorial and maintenance. The Altamont Program will provide individuals with job experience in real-world employment settings as a transition step to permanent employment. The work experience through the Altamont Program provides clients with the opportunity to learn and practice both soft skills such as coming to work on time, following directions, interpersonal relationships, problem solving and job related skills. Clients also have the opportunity to learn and practice job skills in an environment in which they can make mistakes without losing their jobs. Furthermore, it encourages confidence, improves self-esteem, builds on their resume and increases their reference base. This work experience approach also provides Altamont Program staff an opportunity to observe clients in a real-world setting and identify issues that can interfere with employment success. All placements and participation hours will be determined on mandatory requirements.

In addition to this work experience opportunity, The Altamont Program Community Service Navigator will also develop new work experience and employment partners with public/non-profit agencies. The Altamont Program will work closely with these public/non-profit agencies/providers to best assist the client in their success.
Education and Training Services
The Altamont Program must obtain prior approval from Albany County Department of Social Services for all educational and training services.

The Altamont Program has a long standing relationship with the Capital Region BOCES, and will have High School Equivalency (HSE) classes brought on-site at the Schuyler Inn. These classes allow a student to register, enroll, complete the Test of Adult Basic Education (TABE) and attend classes up to 6 hours per week by a BOCES certified teacher. Attendance reports will be provided following each class. Progress and testing results as administered by BOCES per their schedule are provided to Altamont Program’s employment staff. Families who begin at the Schuyler Inn will have the ability to continue attending classes either on site or at another BOCES location following their transition to permanent housing.

Altamont Program will also provide short term trainings in the fields of Janitorial and Culinary by May 1, 2018. These trainings are supported by the following NYS Department of Labor Occupational Job Codes as "very favorable" for employment opportunities, Food Service/35-0000, Janitor/37-2011, and General Maintenance/49-9071.

These programs include the following training topics:

- Maintenance/Janitorial:
  - Cleaning Chemical Overview
  - Floor and Floor Care Equipment
  - Restroom Care and Sanitization
  - Carpet and Upholstery Care
  - Up to 40 hours of Practicum Experience
  - Separate Blood Borne Pathogen certification is also completed

- Food Service:
  - Food Service terms and definitions
  - Sanitation and Food Safety
  - Weights Measurements and Knife Skills
  - Demonstrations and Hands On Experience
  - Up to 40 hours of Practicum Experience
  - Separate Serve Safe certification is also completed

Clients will receive certificates of completion for the job training program they have successfully participated in.

Depending upon budgetary constraints, the Altamont Program will consider reintroducing short-term training in General Office Skills and Housekeeping as these are also listed as "very favorable" for employment opportunities according to the NYS Department of Labor.
Job Placement
The Altamont Program case managers will work individually with a client to provide encouragement and motivation to empower client he/she to achieve his/her own success. The Altamont Program will also have a Retention Specialist available to build relationships with employers to not only increase job retention but to develop additional job opportunities within the employers businesses.

Retention Services
The Altamont Program will provide up to 2 Retention Specialists to support and encourage client retention efforts including the provision of retention services for 6 months post Temporary Assistance closing due to income.

In collaboration with ACDSS, an outreach packet of transitional benefits will be developed by February 28, 2018 by the Altamont Program.

The Altamont Program Retention Specialist will meet with each client early to establish a relationship which not only extends to the IEP and employment but will also be the client’s point of contact for issues or concerns that may affect his/her ability to maintain employment or gain re-employment if needed. The Altamont Program Retention Specialist will also reevaluate whether skills enhancement and/or job search activities should be required of clients.

Client engagement with the Retention Specialist is voluntary for those whose TA case has closed due to income. The Altamont Program will offer the flexible hours and ability to meet someone at their job site or at a mutually agreed upon community location, including evening and/or weekend hours, in order to try and engage clients in services and contacts. The Retention Specialist will be expected to work with the client to assist he/she in reaching their long term goals including; skills upgrades and income enhancement for opportunities for better employment.

The Altamont Program Retention Specialist will work closely with the Altamont Program Community Services Case Manager on services the client may need post-employment or at DSS case closing. The Altamont Program Retention Specialist will also work closely with employers identifying areas of success, skills upgrades or where business growth is needed. The information compiled from the employers should be used to further enhance the Altamont Program Career Adult Life Skills (CALS) classes and community partnerships.

Case Management Plan/Approach
Clients who are primarily engaged with the Altamont Program, will be monitored on a daily basis for progress and attendance and IEP’s will be adjusted as needed. For clients engaged with other providers within the Capital District, the Altamont Program case managers will have regular contact with providers to monitor client’s progress and attendance. The Altamont Program case managers will conduct on-site visits to develop relationships, problem solve when needed and/or address crisis intervention needs. The
Altamont Program, as lead agency, will be proactive in ensuring all clients are moving forward with their IEP.

**Monitoring and Reporting**

The Altamont Program will regularly monitor all clients, regardless of whether they are engaged with the Altamont Program or with other Capital District providers. Resistant behaviors of clients will be monitored through the Altamont Program’s coach and counseling sessions. These sessions may include other providers working with the client who may be struggling in their ability to follow through on the agreed upon IEP. If necessary, the team will determine whether modifications should be made to the IEP.

The Altamont Program will make every attempt to reintegrate a non-compliant individual into program immediately. If unable to reintegrate an individual, all no show and non-compliance notification will be provided to the ACDSS Employment Unit Contract Manager within 48 hours.

The Altamont Program will establish a computerized database to document, track and report all employment related activities for all clients. In addition to this database, information will be retained on paper in case files for clients. The Altamont Program agrees to have the reporting database approved by ACDSS so that all reports requested by ACDSS can be produced and in the format desired.

The Altamont Program agrees to electronically submit daily attendance reports along with weekly evaluations of the client's progress to the ACDSS Employment Unit Contract Manager. All attendance and/or data from the various agencies that clients are involved with will be compiled into a single document to be provided to ACDSS. The Altamont Program will record all information on a DSS approved time sheet form and provide all information timely to the ACDSS Employment Unit Contract Manager. These reports will be entered into the Welfare to Work Caseload Management System (WTWCMS) so participation rates can be generated.

In order to measure success and monitor job placement and retention, the Altamont Program will analyze the data collected on clients, especially following program completion and will discuss with ACDSS any modifications to program efforts to better assist clients in achieving self-sufficiency.
EXHIBIT 2
Payment Schedule

ALTAMONT PROGRAM, INC. TOTAL CONTRACT - $529,700
TANF: $501,700
Safety Net: $18,000
Post TA Closing Incentive: $10,000
Total Funding Available: $529,700.00

Reimbursement under this contract will be made based on the following payment schedule:

$129,925 per quarter will be paid to the provider, Altamont Program, for a maximum of four (4) quarters, not to exceed the maximum funding amount for the contract period of $529,700, for an acceptable level of compliance for all quarterly standard performance levels as specified in this Exhibit. A quarterly review will be conducted by the Albany County Department of Social Services Employment Unit, after the end of each applicable quarter, to determine if Altamont Program has reached an acceptable level of compliance for the quarter.

It is the expectation that Altamont Program will engage all clients in countable employment activities on their path towards economic self-sufficiency. No client can be claimed in multiple quarterly standard performance levels in any given quarter.

Payment will be made upon approval by designated ACDSS staff for the number of achieved standard performance levels, as defined in this Exhibit. If ACDSS determines that the provider has not met the acceptable quarterly standard performance level for a particular activity during a quarter, the applicable percentage set forth herein for that quarterly standard performance level will be withheld and the amount paid to Altamont Program for the quarter will be reduced accordingly. ACDSS may completely waive the reduction for a particular unmet quarterly standard performance level based upon a written request submitted by Altamont Program demonstrating that such a failure was due to extraordinary or unforeseen circumstances. ACDSS shall notify Altamont Program in writing of the Agency’s approval of any such request, or shall notify the disapproval of any such waiver and delineate the reasons for such disapproval.

Performance Standards
Quarterly Standard Performance Level 1 – Engagement in high school or equivalent, or basic and remedial education consistent with employment goals contained in an Individual Employment Plan (IEP).

Ten (10) clients shall be engaged in high school education or education designed to prepare the client for high school equivalency certificate, including alternative high school and High School Equivalency (HSE) courses. Each client must be concurrently engaged in a countable core activity as outlined in Exhibit 3 for a minimum of 20 hours weekly to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in high school or equivalent, or basic and remedial education for a minimum of 5
consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter’s Quarterly Standard Performance Level 1 – Ten (10) clients are engaged in high school or equivalent, or basic and remedial education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 2 – Engagement in vocational education consistent with employment goals contained in an IEP

Five (5) clients shall be engaged in organized educational programs offering a sequence of courses that are directly related to the preparation of individuals for employment in current or emerging occupations that require training of up to four years of post-secondary education or the part-time equivalent. All actual hours are fully countable but only for 12 months lifetime. Participation beyond this limit must be in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 5 adults in vocational education for a minimum of 5 consecutive weeks within the quarter. Altamont Program will follow each individual through their engagement with the educational goal to ensure attendance and progress in concurrence with a minimum of 20 hours of a countable core activity as outlined in Exhibit 3 when applicable. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter’s Quarterly Standard Performance Level 2 – Five (5) clients are engaged in vocational education consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 3 – Engagement in work experience consistent with employment goals contained in an IEP

Clients who have been unsuccessful in securing full-time employment after having completed a supervised six week job search will benefit from opportunities to acquire and enhance marketable employment skills. Ten (10) clients shall be engaged in a work activity in which they perform unpaid work in the public or not-for-profit sector to improve employability of the client, including unpaid internships. The monthly work experience hours will be determined on a case by case basis by the Employment Unit. Work experience hours will be balanced by and in concurrence with a countable core activity as outlined in Exhibit 3 to meet full participation requirements.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and engage 10 adults in work experience for a minimum of 5 consecutive weeks in the quarter. Altamont Program will follow each individual through their engagement with the work experience goal to ensure attendance and progress in concurrence with a balance of a countable core activity as
outlined in Exhibit 3. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter’s Quarterly Standard Performance Level 3—Ten (10) clients are engaged in work experience consistent with employment goals contained in an IEP is not met, 2.5% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level 4—Job placement in unsubsidized employment (employment does not have to result in TA closing) consistent with employment goals contained in an IEP.

Employment is the primary path to self-sufficiency with clients. Facilitating clients from Temporary Assistance to the work force and, therefore to self-supporting lifestyles is a progression for each individual. Five (5) clients shall be engaged in full-time employment (30 or more) hours per week with a focus on a career or employment ladder.

Each quarter, Altamont Program will assess, identify the need, develop an IEP and facilitate 5 adults in full-time employment (30 or more hours per week) with a focus on a career or employment ladder for a minimum of 5 consecutive weeks in the quarter. A career or employment ladder must be substantiated by the employer. Altamont Program will follow each individual through their engagement with the employment goal to ensure attendance and capability. NOTE: An individual cannot be counted in a specific performance level more than one time in a 12 month period. If the previous quarter’s Quarterly Standard Performance Level 4—Five (5) clients are in engaged in job placement in unsubsidized employment consistent with employment goals contained in an IEP is not met, 2.5 % of the quarterly contract amount will be withheld.

Post TA Closing Incentive: $10,000

Altamont Program will secure job and wage information each month for each client with a TA case closing for 120 continuous days due to earned income. Upon submission and verification of this secure job and wage information, ACDSS will provide Altamont Program with a flat $200.
EXHIBIT 3

POLICY AND PROCEDURE

1) Provider will engage all clients in countable employment activities on their path towards economic self-sufficiency.

2) Provider will provide countable pre-employment services and activities leading to full time employment (unsubsidized and/or subsidized public or private employment) for up to 40 hours per week.

   **Core Activities up to 40 hours per week**

   - Work experience
   - Job readiness/job skills training
   - Supervised job search (combination of directed and self-directed)

3) Provider will make every effort to place clients into an equivalent of full time employment.

4) Provider shall develop, maintain and monitor work experience sites where clients who are in need of work experience and/or who do not find paid employment are placed.

4) Provider will provide the Employment Unit with preferred dates and times for intake appointments.

5) The Employment Unit will provide the Provider referral letters with the name, time and date of the intake appointment for each individual requiring employment related services.

6) Each individual’s enrollment status or failure to attend shall be reported by the Provider within two business days of the intake date to the appropriate Employment Unit contact via the CMS Referral feedback form.

7) Provider will maintain a computerized data base to track participation in all employment related activities. In addition to this data base, a written case file containing comprehensive information for each client will be retained.

8) Provider will provide ACDSS with any requested reporting will be provided as requested by ACDSS.

9) Provider is responsible to submit monthly attendance records for each client documenting the appropriate daily activity including, but not limited to absences and/or as may be required due to changes in the client’s status. Each time sheet must be signed and dated by the client and the Provider.
10) Signed and dated monthly attendance records must be submitted to the Employment Unit Contract Manager by the close of business on the 6th day of the succeeding month (when the 6th falls on a weekend, the close of business is set as the last work day prior to the 6th) and/or as may be required due to changes in the client’s status.

11) ACDSS will provide training on the WTW/CMS system to the Provider so Provider has the ability, if requested by ACDSS, to enter countable hours into the WTW/CMS system prior to the 6th day of the month following the month countable hours were performed.

12) For billing purposes, Provider will submit all billing documents electronically to the Employment Unit Contract Manager no later than the 15th of the month following the billing quarter. All original paper documents must be retained by the Provider for a period of time to be determined by Albany County DSS.

13) If completion of the billing documents occurs on or after the 25th of the month following the billing quarter, an extension may be granted at the discretion of the Employment Unit Contract Manager. All requests for extension must be submitted in writing to the Employment Unit Contract Manager prior to the end of the billing cycle in which the completion of the billing documents occurs.

14) Provider agrees to provide employment related services to each client for the entire year of the contract.

15) Provider shall provide to the County a calendar indicating holidays and days the organization will be closed or days they are unable to offer programming during the contract year.

16) Provider agrees to attend and be prepared for scheduled case conferences as needed. Employment Unit and/or Provider may request case conferences through the Employment Unit Contract Manager.

17) Provider agrees to assist, attend and/or prepare for Fair Hearings as requested by ACDSS.

18) No protected health information shall be released by the Provider unless a signed release is in effect as specified in federal regulations 42 CFR Part II and HIPAA.
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 The Altamont Program, 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.
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, or other provisions, as may be required by Law.

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2019 through December 31, 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.
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2017-094

Sealed Proposals for Employment Services as requested by Albany County Department of Social Services will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, October 6, 2017

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on (September 7, 2017.).

A pre-proposal conference will be held on Wednesday September 13, 2017 @11:30am at Albany County Department of Social Services 162 Washington Ave Meeting Room B 18-19, Albany NY 12210. This is the only scheduled conference. Interested proposers are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: August 31, 2017
Albany, New York

PUBLISH ONE DAY – SEPTEMBER 7, 2017 -- THE EVANGELIST
PUBLISH ONE DAY – SEPTEMBER 7, 2017 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
EMPLOYMENT SERVICES
ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
RFP#2017-094

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals for employment and related services for recipients of Temporary Assistance (TA) as requested by Albany County Department of Social Services (ACDSS).

1.2 With the passage of the 1996 Personal Responsibility and Work Opportunity Reconciliation Act and State Welfare Reform legislation, the welfare system shifted its focus from income maintenance towards a system of employment as the primary path to self-sufficiency. With welfare reform, certain recipients of Temporary Assistance (TA) must participate in programs which facilitate obtaining and retaining employment with the goal of long-term self-sufficiency as a condition of receiving benefits.

It is this Agency’s intention and desire to achieve the most efficient and effective means of facilitating people from public dependency to the workforce and, therefore, to self-supporting life styles. This is not a quick fix. Rather, it is a long term investment in an individual’s or family’s future. It is also this Agency’s intention to meet Federal and State mandates participation rates (as defined in Part 385 of 18 NYCRR, now referred to as “regulations”) which require that appropriate recipients of public funds be engaged in specific parameters of work and/or work readiness activities.

1.3 To escape poverty, recipients of TA need jobs which have potential for growth, are in demand and provide wages adequate for self-sufficiency. However, it is often a challenge to connect our clients with these types of jobs for various reasons; most often including the need for training, education, and credentials beyond the high school level. Additionally, it can be a challenge to locate jobs, within our geographic area, which match clients’ skills and interest and also identify and facilitate additional training individuals may require.
We are seeking a proposer(s) who can provide the necessary tools and resources to facilitate clients' readiness for, and access to, employment that will lead to self-sufficiency.

1.4 ACDSS has adopted a Work First/Labor force attachment approach utilizing three steps:
   A. Preparation for employment;
   B. Employment, retention and re-employment;
   C. Skills upgrade for income enhancement and better employment opportunities.

1.5 ACDSS believes that a key component of client success rests in fully engaging them in appropriate programs that lead to employment and financial independence including and verifying engagement activities. We are seeking best practice approaches in monitoring and verifying clients in their participation.

ACDSS intends to establish a contract with an organization for delivering: orientation to employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in accordance with regulations, to recipients of Temporary Assistance, through a connection with our community.

1.6 The goals of this RFP include:
   • Engaging community resources to support ACDSS to achieve and maintain compliance with work participation requirements expressed in Part 385 of 18 NYCRR;
   • Engaging qualified community services and resources to provide attachment to employment that can move TA recipients to self-sufficiency;
   • Ensure job placements among participants with retention services for at least 120 days post-employment, as well as other resources to help participants sustain long-term employment;
   • Identify and implement technology that will creatively and comprehensively, through compatible/shared resources, document each participant's daily attendance, as well as appropriate participation in assigned activities such as job readiness/job skills training, job search, job development/placement, post-employment retention services, work experience development/placement and other countable activities;
   • Contract with vendor(s) who have, or will develop, a collaborative network of employment services providers who are capable of and willing to cooperate with other local and State authorities and organizations having similar or complementary purposes;
   • Contract with vendor(s) who will use funds from this contract to augment related State and Federal funds which are pulled down separately (if available).
the impact it will have on the program, the population(s) that were served, and
the overall ability to meet project performance goals.

- Describe your ability to utilize a computerized management system for
attendance/compliance records, recording of case activity, and tracking of other
caseload data. Please state origin of your data management system, and whether
the product is proprietary or available to ACDSS. If ACDSS would have to
procure the system or license, please indicate the cost.

3.6 Provide at least three (3) references (other than Albany County employees) from similar
projects including:

a. Name of contact person
b. Title of contact person
c. Phone number of contact person
d. Description of the work performed
e. Time period of the project or contract
f. Contract amount
g. Customer reference (including contact person, e-mail address and current
telephone number)

3.7 Provide any additional information that would distinguish your organization in its service to
Albany County. Clearly define any special population, multi-language or cross cultural
emphasis you can provide and may consider appropriate. Include your experience(s) with
unique programs and/or monitoring approaches.

3.8 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment
“C”) with the Proposal.

3.9 In addition, Albany County may make such investigations it deems necessary to determine
the ability of the Proposer to perform the work. The Proposer shall furnish to the County,
within five (5) days of a request, all such information and data for this purpose as may be
requested. The County reserves the right to reject any Proposal if the information submitted
by, or investigation of, such Proposer fails to satisfy the County that such Proposer is
properly qualified to carry out the obligations of the contract and to complete the work
contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Background: Social Service districts in New York State are mandated to implement work
requirements for recipients of TA in order to meet or exceed participation rates established in
Federal or State law and regulations. The minimum participation rates currently in effect are
described in the following link: http://otda.ny.gov/resources/employment-
manual/employmentmanual.pdf

- Proposer must be familiar with the rules as they currently exist. A comprehensive list of
rules can be found by accessing the link above.
• Proposer is expected to be knowledgeable regarding the implementation of any new regulations and/or rates as they become identified and communicated. Proposals should reflect the ability to be flexible regarding the possibility of a change in the current regulations and participation rates.

• ACDSS expects the successful Proposer to be aware of alternative programming and services and to coordinate with each one as necessary and appropriate. Any job skills training must be supported by documentation which verifies that the Capital Region Workforce Investment Board and the New York State Department of Labor have determined the occupation to be in demand within the local area.

4.2 The County is seeking proposals for employment services and intensive case management for members of TANF, Safety Net MOE (family) and Safety Net Non-MOE (childless) households (nonexempt and work limited), this includes placement and tracking of individuals placed in employment, work experience and/or other countable programming for up to 40 hours per week (minimum of 35 hours per week). Based on current trends, the number of individuals to be served annually is approximately 750.

This contract will be cost based with performance measures to include regular monthly monitoring and reporting.

4.3 Proposer should be aware that the majority of the individuals currently receiving TA benefits are struggling with barriers to employment, including but not limited to:

• low basic skills including low educational levels
• work limitations
• domestic violence
• family issues including lack of child care
• lack of transportation
• limited English proficiency
• criminal records
• lack of experience with workplace expectations such as attendance, dress, conduct/conflict

4.4 Due to the complexity of the participants to be served, ACDSS is seeking Proposer(s) who can develop unique employment activity plans for each individual, utilizing a combination of programming available in our community individualized to the participant.

Proposer should be aware that there are no carved out populations.

4.5 Proposer must be capable of establishing, documenting, tracking and reporting countable participation in appropriate activities such as job readiness/job skills training. This includes supervised job search, job development/placement, post-employment retention services, work/community experience development/placement and other countable activities supporting ACDSS three step approach to the Work First/Labor Force Attachment as noted in section 1.4. No show and non-compliance notification must be provided by the Proposer to ACDSS designated
liaison timely. Every attempt should be made to reintegrate the non-compliant individual into the program.

4.6 What follows is a detailed description of ACDSS's expectations for engagement with our clients. Proposer(s) must demonstrate how they will engage clients in the following:

(These correspond with item 1.4 above.)

A. Preparation for employment to include, but not limited to, such objectives as:
   • Skills development and job coaching;
   • Within no more than 30 days of orientation, an Individual Employment Plan (IEP) will be developed to establish employment goals with definite time lines for steps to accomplish goals and an outline of follow-up procedures.
   • Connect youth ages 18 -24 without a high school diploma or equivalent to high school or equivalency classes;
   • Connect individuals with a high school diploma or equivalent to high school to vocational trainings and/or certificate programs;
   • Planning for balance of work and home – the family's readiness for a member’s employment. Identify when individuals and families face challenges and ongoing obligations such as child care, increased travel time, continuing medical treatments, mandated parenting classes, etc. Encourage enrollment in effective programs for victims of domestic violence to develop skills to rebuild lives and be safe.
   • Development and improvement of the household's understanding of the correlation between employment, budgeting, asset development, credit/banking, and self-sufficiency
   • The Proposer will provide in-program retention services from the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects at all points in the program. Specific efforts will be made to keep the drop-out rate to a minimum.

SUBSETS OF PREPARATION FOR EMPLOYMENT MAY INCLUDE

➤ Orientation Plan (within 1 week of referral):

The Proposer will provide up-front orientation (including the major welfare to work provisions of PRWORA) that includes critical issues such as: time limitations and compliance with work requirements that are mandatory for TA recipients. The frequency of the orientation shall be no less than twice each week and more often if necessary and be conducted within 1 week of referral. The orientation will also include the following information:

• Full description of the program the individual has been referred to, how it works and how they can most effectively benefit from it;
• Rights and responsibilities of individuals including, but not limited to the individual’s responsibility to cooperate in establishing paternity and enforcing child support obligation;

RFP7
• Supportive services available through ACDSS and the obligations of the district to provide them;
• The assistance available upon request to help individuals assigned to work activities obtain child care services;
• Education, employment and training opportunities available, including those that are at no cost to the individual and the individual’s responsibilities associated with the repayment of student financial aid;
• Work activities available to each individual;
• Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
• Information regarding the development of a self-sufficiency plan; the IEP.

➢ Assessment/Pre-Employment/Job Readiness (within 2 weeks of orientation):

Within 5 to 10 days of orientation, the Proposer will assess all eligible individuals (now called participant[s]) and refer to appropriate services based on their skill, education and experience.

The Assessment serves as the foundation of the participant’s IEP, a mutually developed plan between the proposer and the participant. It allows for the gathering of sufficient information to create a realistic and viable plan that directs participation in work activities and facilitates movement toward self-sufficiency. The goal of the IEP is to move participants along the continuum toward full self-sufficiency and are provided with reinforcement of self-sufficient behaviors and achievements along the way. An IEP will include 4 components; 1) goals; 2) action steps; 3) agreements, and; 4) information and referral.

The assessment at a minimum will review and document the participant’s:
• Non-custodial parent status for TANF eligibility;
• Educational and basic skills level, including literacy and English language proficiency;
• Prior work experience and skills focusing attention on strengths and abilities;
• Training and vocational interests;
• Barriers to employment such as language, child care, transportation, medical/mental health, chemical dependency, criminal history, homelessness, etc. and the goals and strategies developed to overcome these barriers;
• Supportive services needs that will act to remove an obstacle for a participant;
• Training in soft skills such as interviewing, comportment, attitude, time management, personal budgeting, personal hygiene, employee/employer expectations, coping skills and conflict resolution;
• Resume preparation, job searching skills, including computer job search;
• Intensive skills assessment as needed.

After the assessment is completed, if appropriate, participants may also be referred to other programs such as ACCESS-VR, English as Second Language (ESL) and other support programs/services.

RFP8
Follow-up assessments will determine the participant's progress or obstacles towards the goal of obtaining employment and self-sufficiency. The frequency of follow-up assessment will be determined by the activity or activities to which the participant is assigned or the challenges the participant is facing. The IEP must be modified to reflect changes.

➢ Referral to Cooperating Programs/Services:

The Proposer shall serve as a single point of referral and linkage for participants to appropriate community resources for specified services. The Proposer must identify service agencies, vendors and community partners that offer:

- Essential expertise
- Essential resources
- Vocational rehabilitation services
- Employment services
- Educational services
- Work experience/Community Experience

As required/appropriate, the Proposer will make referrals to providers of employment related services and monitor monthly participation in the assigned programs. The Proposer must exercise due diligence in ascertaining the scope of services and target populations of the existing community programs/resources.

➢ Job Search Activities (6 weeks)

Under this program model, the job search component must be a closely supervised activity by the provider staff to ensure quality and quick feedback. Linkage with the One Stop Employment Center and the NYSDOL Job Bank/Development Activities is critical and essential to job seeking.

Proposer will require participants to make a minimum of 15 job contacts per week. Job contacts must be verified by the Proposer. Other center-based activities focused on job development/search will be implemented and closely supervised. These will include computer based job search through the NYS DOL Job Bank and registration in the Job Zone, access to job banks, attendance at employer job fairs.

➢ Work Experience and Community Service (3 – 6 months)

Participants in this category are classified as employable but have been unsuccessful in securing full-time employment after having completed a supervised six week job search. Work experience provides participants with an opportunity to acquire training, knowledge, work habits and work references necessary to obtain and retain employment.

Community Service provides opportunities to enhance the skills of participants in need of this experience. The assignment must serve a useful community purpose in fields such as health,
social services, environmental protection, education, urban and rural redevelopment, public recreation, public facilities, public safety, and child day care. These assignments will primarily be voluntary in nature.

For those who are unable to secure unsubsidized employment after the supervised six week job search, the Proposer will provide supportive work experience training and/or community service in order to move participants to permanent full-time jobs. To achieve this, the Proposer will provide the following services:

- Development of sponsor work sites for both work experience and community service positions;
- The proposer will refer participants to assignments in public or not-for-profit agencies. ACDSS will, at the start of the program, establish participation hours based on mandatory requirements. The proposer must be able to explain the work experience program to the not-for-profit agencies and the short-term, 3 to 6 month, nature of the assignments. The Proposer should be able to explain the mutual benefits of the program for the work site agency and the participant, i.e. the participant receives useful work experience and the agency receives assistance in the performance of necessary work assignments.
- Work experience can be assigned in conjunction with community service;
- Work slots for education programs are a part of a work experience program combining education and work. Unpaid internships that are part of any non-graduate student’s education curriculum are considered work experience.

Education and Training Services

All participants may take part in education and training activities which may upgrade skills for income enhancement through better employment opportunities. The Proposer shall emphasize the importance of education and training as an ongoing part of joining and advancing in the workforce. This includes referral to short-term vocational training programs that focus on job readiness and skills enhancement. All programs must have prior ACDSS approval.

Appropriateness of referrals to any activities other than job search and employment placement or work experience shall conform with established Federal, State and local standards. It shall be the Proposer’s responsibility to make certain that staff providing the service are well trained on a regular basis in current TANF and SNA applicable program regulations and all applicable Federal, State and local law.

B. Employment, retention and re-employment to include, but not limited to, such objectives as:

- Continued development and improvement of the household’s understanding of the correlation between employment, budgeting, asset development, credit/banking, and self-sufficiency;
• General job retention services (retention services for 6 months post TA closing) and the
development of an outreach package of information regarding ongoing and transitional
or diversion supports including Child Support, SNAP, health insurance, and Child Care;
• Outreach package of transitional services to be delivered based on:
  ✓ Needs of the household and flexibility in meeting those needs;
  ✓ Delivery in varying individual and groups settings in person, at work sites,
electronically, by phone and/or by mail and must include the ability for one on one
support

SUBSETS OF EMPLOYMENT, RETENTION AND RE-EMPLOYMENT MAY
INCLUDE

➤ Accessing Tax Credits

The Proposer is responsible for training participants and informing community partners and
employers of the advantages and availability of the Federal and State Earned Income Tax
Credit, Child Tax Credit and other applicable credits

➤ Job Placement

The Proposer must work with a participant to facilitate his/her achievement of the maximum
degree of self-sufficiency through work in an unsubsidized job. The Proposer will be expected
to refer participants to the One Stop Employment Center for WIOA job searching services or to
job openings appropriate to their skill levels that will secure them full-time employment with a
focus on a career or employment ladder.

It is also important to stress ACDSS’ desire to transition many participants to self-sufficiency
with case closure due to earned income. ACDSS will provide a flat $200 amount to the
Proposer per customer with a case closing for 120 continuous days due to earned income, not to
exceed $10,000 annually. Proposer must secure job and wage information each month.

➤ Retention Services

Job retention is as important as assisting participants to enter the workforce and achieve
economic stability. Achieving the skills necessary to support workplace entry and job retention
is aimed at increasing a participant’s economic stability though maximizing available assets
(income and resources). Preparation for retention services begins at orientation and continues
through post TA closing.

Participants are to be educated and encouraged to prepare for economic stability and upon
achieving TA case closing due to earned income shall be provided an outreach packet. The
outreach packet shall include information on transitional services and a description of services
available through the retention services component. After the initial delivery of the outreach packet, participation in retention services will be voluntary for each participant.

The Proposer shall provide continued retention services for 6 months (minimum 1x per month) post TA closing structured to address any barriers to sustained employment that may result in a loss of employment and return to public assistance. The service delivery must be designed to improve a participant’s prospect of long term self-sufficiency and economic independence by developing skills and resources that support a participant and preventing a return to public assistance.

C. Skills upgrade for income enhancement and better employment opportunities to include, but not limited to, such objectives as:
   • Maximize education and training (avoid training programs that do not prepare an individual for the current job market)
     ✓ Encourage participants up to age 24 participation in full time basic education as long as they meet yearly goals and make sufficient progress towards obtaining a credential
     ✓ Encourage participants over age 24 participation in High School Equivalency (HSE)
     ✓ Encourage recipients with limited English proficiency to participate in full time English as a Second Language (ESL) coursework and test for literacy in their own language, in order to prepare them for work assignments
   • Increase access to targeted training for jobs in high-growth industries and utilize available Career Pathways programs
   • Encourage participation in up to a 4 year college degree program for individuals who participate in work activities for 20 hours per week and are able to maintain an appropriate average in accordance with state law
     ✓ Encourage internships and work study for those enrolled in college

**SUBSET OF SKILLS UPGRADE MAY INCLUDE**

➢ Employed Participants in Receipt of Temporary Assistance

Many working participants are employed at either too low a wage or for an insufficient number of hours to be ineligible for TA. The Proposer will provide the following services to these participants:
   • Re-assessment to evaluate whether skills enhancement and/or job search activities should be required;
   • Referral to appropriate program including vocational/educational activities to be pursued in conjunction with current employment for those requiring skills enhancement;
   • Placement of participants deemed to possess adequate skill levels in supervised job search conducted in conjunction with current employment;
   • Job placement in better jobs;
   • Job clubs (if available);
   • Additional and frequent contact with participants and evaluations/updates of IEP

RFP12
SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one (1) year with dates January 1, 2018 to December 31, 2018. At the end of the one year period, the contract(s) may be renewed for up to five (5) additional and consecutive one year periods, at the sole discretion of the County and fully contingent upon State appropriation of funding for these purposes.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

6.2 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process.

SECTION I:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience. Information provided shall be responsive to SECTION 3: QUALIFICATION OF PROPOSER, addressing the following:

A. Organizational experience
August 14, 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 agreements with three providers of home establishment furnishings. Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made.

The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations.

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 (Home Establishment)

Date: 8/7/2019
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. Michele G. 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
- [x] Professional Services
- [ ] Education/Training
- [ ] Grant

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

Contract Terms/Conditions:

Party (Name/address):
AAA Furniture, Inc.
73 Central Ave.
Albany, NY 12206

Additional Parties (Names/addresses):
Bass Company, LLC
355 Broadway
Menands, NY 12204

City Discount Furniture
268 Central Ave.
Albany, NY 12206

Amount/Raise Schedule/Fee: $200,000
Scope of Services: Home Establishment of necessary and essential furniture, including household furnishings, equipment and supplies required for the establishment of a home.

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

CONCERNING ALL REQUESTS

County of Albany
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 18 NYCRR 352.7

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: $104,000.00 $26,680.00 $2,000.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $104,000.00 $92,000.00 $4,000.00

Source of Funding - (Percentages)
Federal: 50%
State: 16.6%
County: 33.4%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020-12/31/2020
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: 401
Date of Adoption: 9/12/2018

Justification: (state briefly why legislative action is requested)
Justification: (State briefly why legislative action is requested) Authorization is requested to renew agreements with three providers of home establishment furnishings. Local Social Services districts are required to provide for the purchase of necessary and essential furniture, furnishings, equipment and supplies required for the establishment of a home for persons in need of public assistance when provision of such cannot otherwise be made. The rule applies when an eligible household or member of such is relocating to permanent housing from an institution, residential program, or other temporary living situation or when an individual or family must be re-housed in unfurnished housing due to health and safety concerns involving their current accommodations. No RFP is required as Social Services contracts with all willing and able providers. Essential Household Item rates were established pursuant to part 352.7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below: Essential Household Items. Maximum Amount Allowable Living Room

- Single Bed or Crib: $182.00
- Two Single Beds: $145.00
- Double Beds: $205.00
- Living Room: $184.00

- Kitchen: $142.00 (Plus $12.00 for each additional person)
- Range: $182.00

- Refrigerator: $182.00 (or $258.00 for four or more persons)
- Bathroom: $6.00

- ($4.00 for each additional person)
- Dresser: $22.00
- Stove for Heating: $72.00 (or $82.00 for five or more persons)

Authorized rates cannot exceed but may be less than those in the above schedule. An RFP is not required as ACDSS contracts with all willing and able providers.
AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
AAA FURNITURE

PURSUANT TO RESOLUTION NO. 401, ADOPTED 9/12/2018

This is an Agreement, made by and between the County of Albany (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 AAA Furniture, Inc. located at 73 Central Ave., Albany, New York 12206 (hereinafter referred to as the “Provider”).

WHEREAS, the County desires to enter into an Agreement to provide furniture and other items necessary for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has indicated a desire to enter into an agreement with the County to provide furniture and other household items necessary for purchase by Albany County residents for Home Establishment at, or below, the maximum New York State rates for items listed as part of this Agreement, and

WHEREAS, the Provider has accepted the County’s request for the provision of furniture and other items necessary for home establishment,

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

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Home Establishment is defined as the provision of necessary and essential furniture including household furnishings and other items required for establishing a home.

The Provider will deliver any home establishment item on the below list to purchaser’s residential address in Albany County within five (5) working days of purchase.

The Provider shall sell and provide only new mattresses to persons under this agreement and shall not sell refurbished or remanufactured mattresses which reuses materials in an old mattress to persons under this agreement.

The Provider will bill the Department (see Exhibit 1) at rates equal to or less than those established in the Maximum schedule (SA-4A) for items, pursuant to Part 352.7 of the Social Services Law and the regulations of the New York State Office of Temporary and Disability Assistance. Schedule SA-4A is outlined below:
### Essential Household Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Maximum Amount Allowable</th>
</tr>
</thead>
<tbody>
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<td>Living Room</td>
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</tr>
<tr>
<td>Stove for Heating</td>
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</tr>
</tbody>
</table>

Where no specific item, but a room is specified, the maximum reimbursable amount will apply to ALL items provided to a client for that room (e.g. “Living Room” is specified at $182.00). This is the maximum amount, which would cover any item or combination of items for client’s living room, sofa, chair, tables, etc.) See Exhibit I attached hereto and made a part hereof.

### ARTICLE II. 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 Department 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 the Department funds in excess of $50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Department 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 Department and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

### ARTICLE III. 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 IV. 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 V. 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 VI. 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 VII. 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 VIII. 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 IX. 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 X. 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 XI. 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 XII. TERM AND TERMINATION OF AGREEMENT

The parties agree that the services set forth under Article 1 of this Agreement shall commence January 1, 2019 and will continue in effect through December 31, 2019.

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 with receipt granted by 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 the receipt granted by 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.

ARTICLE XIII. 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 XIV. 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 XV. APPLICABLE LAW

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

ARTICLE XVI. 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 XVII. MODIFICATION

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

ARTICLE XVIII. 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 XVIX. 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 XX. ADDITIONAL ASSURANCES

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 certifications contained in Schedules C and D, which are attached hereto and made part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

DATE: ________________

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

AAA FURNITURE

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>
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

Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate equal to or less than those established by NYS, as follows:

a) A voucher, signed by a Department agent authorizing amounts and specific household items to be received and delivered to a household individual. Upon receipt of the authorized household items the voucher would be signed by the household member whose name appears on the authorized voucher.

b) Essential Household Items rates were established pursuant to part 352:7 of the Social Services Law and the regulations of the New York State Office Temporary Disabilities as outlined below:

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<thead>
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</tr>
</tbody>
</table>

Authorized rates cannot exceed, but can be less than, those in the above schedule.

II. Billing and Reimbursement

The Department will reimburse the Provider for Essential Household Items authorized and provided to an eligible person(s) as follows.
a) A Department representative will authorize a signed voucher to the public assistance individual household member who will in turn give the voucher to the Provider. The voucher is an authorization to purchase items, listed in Schedule SA-4S, from the Provider. The customer will sign the voucher after the purchase and delivery of items have been completed. The Provider will then send the voucher, with customer and Provider signatures, to the Department for request of payment.

b) The Department will reimburse the Provider who submits a bill with original authorized and signed vouchers to the Department as follows:

Albany County Department of Social Services
162 Washington Ave.
Albany, New York 12210-2304
Attn. David Bradley

c) Eligibility authorizations, on behalf of the recipient, will be made in compliance with current federal and State regulations.

d) The Provider will be responsible for directly billing other local social services districts, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.

e) An authorized voucher specified item such as a stove cannot be substituted with a microwave or toaster. A futon couch/bed or sofa sleeper is considered part of a living room set and cannot be substituted for a bed. The only exception to this rule is a “crib”, which falls under the language of a “single bed” and not exceeding the set rate for a single bed, when preparing and authorizing a voucher.

f) If a customer selects an item or combination of items that total less than the amount allowed ($182.00 in the case of a living room), the Provider must note this on the billing and must bill for the actual (lower) price for which the item(s) sold.

g) If a customer selects an item or combination of items that total more than the amount allowed ($182.00 for living room), the customer is responsible for the difference in the price and the sales tax on the difference. The Provider must note on the billing that the customer selected a more expensive alternative and specify the difference in price that the customer paid.
August 14, 2019

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

Dear Chairman Joyce,

Authorization is requested to contract with Community Maternity Service (CMS) to provide services to homeless or parenting young woman 16-22 years of age. Local Social Service Districts are required to establish per diem rates with non-profit providers of maternity shelter care operating within their county. Only those eligible for public assistance will be reimbursed under this contract.

CMS is a Transitional Living Program of Albany County which provides specialized services to youth who are parenting children. The services that are offered are not provided anywhere else in our system and the focus is on developing life skills and independence. By removing this type of client from the general shelter population, and placing them in a shelter program tailored to their specific needs, we feel that this service would be extremely valuable to young women and provide better outcomes for long-term self-sufficiency.

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 (CMS)

Date: 7/24/2019
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.: Michele G. McClave
Attending Meeting: Michele G. 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):
Community Maternity Services
27 North Main Avenue
Albany, NY 12208

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

Amount/Raise Schedule/ Fee: $300,000
Scope of Services: Maternity shelter care will be provided through a State-certified 11-bed
maternity shelter for pregnant females who require temporary accommodations, supervision and services. Only the
stays of individuals eligible for public assistance will be reimbursed under this contract.

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
File #: TMP-1021, Version: 1

Is there a Fiscal Impact: Yes ☑ No ❏
Anticipated in Current Budget: Yes ☑ No ❏

County Budget Accounts:
Revenue Account and Line: AA6109 04609
Revenue Amount: $300,000

Appropriation Account and Line: AA6109 44046
Appropriation Amount: $300,000

Source of Funding - (Percentages)
Federal: 100%
State: 0
County: 0
Local: 0

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
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: 397
Date of Adoption: 9/9/2018

Justification: (state briefly why legislative action is requested)
Justification: (State briefly why legislative action is requested) Authorization is requested to contract with Community Maternity Services (CMS) to provide services for homeless or parenting young woman 16-22 years of age. Local social services districts are required to establish per diem rates with non-profit providers of maternity shelter care operating within their county. Only those eligible for public assistance will be reimbursed under this contract (reimbursement is also provided under the foster care system, for pregnant adolescents under the custody of the Commissioner. Maximum rates for foster care placement are State-established and are higher than those proposed for public assistance recipients). CMS is a Transitional Living Program providing specialized services to homeless or parenting young woman of Albany County, as well as adolescents that are parenting children. The mission of CMS is to provide transitional housing including room, board, supervision, information, referral, case management, parenting education, independent living skills building, advocacy, medical, mental health systems and other appropriate support services to women ages 16 through 22. Such homeless persons must be able to demonstrate eligibility for public assistance through Albany County Department of Social Services. CMS projects to provide transitional living services to 14 total youth and children during a 12-month period, which will be reimbursed through federal monies for transitional living programs and Temporary Housing Assistance. CMS has also partnered with surrounding counties. The services that are offered are not provided anywhere else in our system and the focus is on developing life skills and independence. By removing this type of client from the general shelter population, and placing them in a shelter program tailored to their specific needs, we feel that this service would be extremely valuable to young women and provide better outcomes for long-term self-sufficiency. Between 7/1/18 - 6/30/19 Albany County Department of Social Services had 78 unduplicated instances of homelessness with females aged 16 to 22 years old.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
COMMUNITY MATERNITY SERVICES

PURSUANT TO RESOLUTION NO. 397, ADOPTED 9/12/2018

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the “County”), a municipal corporation, 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 Community Maternity Services (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 27 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 the Social Services Law of the State of New York, and

WHEREAS, 18 NYCRR Section 352.8 requires local districts to establish a rate and provide reimbursement to operators of maternity homes on behalf of public assistance-eligible residents, 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 shelter services to meet the needs of the County and to meet the needs of the aforementioned persons unable to maintain themselves to a condition of self-support or self-care 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 all maternity shelter services, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Maternity shelter services to be provided under this Agreement shall be defined as the provision of temporary residential care, including room, board, supervision, information and referral and other appropriate services, only at the locations further specified under Exhibit 1.

ARTICLE III. GENERAL PROVISIONS
The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform services 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 exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

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, attachments 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. In addition, the Provider shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

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 One hundred thirty-five dollars and nineteen cents ($135.19) per day, per eligible resident, up to an amount not to exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00), as full compensation for the Service rendered under this Agreement.

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.

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.

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 January 1, 2019 and will continue in effect through December 31, 2019. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XX. 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. 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 XXIV. 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 XXV. 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 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. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that 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 XXVIII. 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.

COUNTY OF ALBANY

Dated: ________________

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

COMMUNITY MATERNITY SERVICES

Dated: ________________

By: ____________________________

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

On the ____ day of ________________, 201_, before me, the undersigned, personally appeared Daniel P. McCoy or 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 __________ ) SS.:

On the ____ day of ________________, 201_, 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>
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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 maternity shelter care and services to eligible persons, through the operation of a maternity home, as follows.

I. **Service Definition**- Services shall be defined as the provision of temporary residential care, including room, board, supervision, information and referral, and other appropriate services, as allowed under 18 NYCRR Parts 352.8 and 361.1 (a), (b).

II. **Eligible Persons**- Eligibility for reimbursement under this Agreement will be confined to women, ages 16 and older, who are in need of temporary accommodations, supervision and services. Such persons must demonstrate eligibility for public assistance through Albany County in order for the Department to provide reimbursement under the terms of this Agreement. Pregnant adolescents and youth who are under the custody of the Commissioner of Albany County Department of Social Services will be reimbursed through the foster care system, and are therefore not eligible 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 federal, state and local statutes, regulations, codes and ordinances, and most particularly all those applicable to the operation as specified in 18 NYCRR 352.8 and 361.1 (a), (b). The Provider hereby certifies that it will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS certification, this Agreement shall terminate immediately, according to the provisions previously described in this Agreement. It will be the Provider's responsibility to immediately notify the Department of any such change in its certification status.

IV. **Establishment of Public Assistance Eligibility**- The Provider agrees to cooperate fully with the Department in its efforts to establish public assistance eligibility for residents of the Provider who make application to the Department. Further, with regards to applicants who by virtue of their age (under 21 years) remain the financial responsibility of their parents or guardians, the Provider agrees to provide assessment information related to both the youth and their family, to the extent that such is available and necessary to the required "Under 21 Assessment" process related to establishing public assistance eligibility.

V. **Bed Capacity**- The Provider will not admit or retain a number of persons in excess of 11.

VI. **Monitoring and Evaluation**

1. The Department reserves the right to conduct on-site visits and request information relevant to the provision of services, as previously described in this Agreement.

2. The Provider agrees to provide the Department with a copy of its by-laws, upon request.

3. The Provider agrees to provide the Department with such statistical reports as may be required, using a mutually agreeable format.

4. All reports and information required under this section are to be submitted to the Department's Special Assistant on Community Affairs.
VII. Location of Services

The Provider will provide the agreed services only at the following location(s):

**Administrative Offices**

27 North Main Avenue  
Albany, New York  12203

**Maternity Centers**

29 North Main Avenue  
Albany, New York   12203

4 Colby St.  
Albany, NY   12206

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 to this Agreement.
EXHIBIT 2

Reimbursement and Reporting

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 public 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, if 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 public assistance regulations, and must not be included on 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 it 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, if 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 public assistance contact person. The bill will include the name of each resident, social security or PA 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. The Provider must sign each bill, 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.
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 Community Maternity Services.
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 January 1, 2019 - December 31, 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.
August 12, 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 renew an interdepartmental agreement with the Albany County Probation Department for prevention and supervision and treatment services for juveniles.

The requested agreement is for $676,606 for the term of January 1, 2020 – December 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):
Contract Authorization for Prevention and Supervision and Treatment Services with Albany County Probation

Date: August 5, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, 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
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 Probation Department
  • 60 South Pearl Street
  • Albany, NY 12207

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

Amount/Raise Schedule/Fee: $676,606
Scope of Services:
Prevention services contract with Albany County Probation Department
for supervision and treatment services for juveniles.

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: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-
**File #:** TMP-1029, **Version:** 1

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<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>Is there a Fiscal Impact?</td>
<td>Yes □ No ☑</td>
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<tr>
<td>Anticipated in Current Budget:</td>
<td>Yes □ No ☑</td>
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</tbody>
</table>

**County Budget Accounts:**
- **Revenue Account and Line:** AA6071 03670, 04615 / AA3140 03314
- **Revenue Amount:** $330,860, $110,287 / $676,606
- **Appropriation Account and Line:** AA6071 44046
- **Appropriation Amount:** $676,606

**Source of Funding - (Percentages)**
- Federal: 18
- State: 51
- County: 31
- Local: Click or tap here to enter text.

**Term**
- **Term:** (Start and end date) 1/1/2020 - 12/31/2020
- **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:** 18-405, 17-349, 16-375, 15-402, 14-385, 13-346, 12-486
- **Date of Adoption:** 9/12/18, 9/11/17, 9/12/16, 10/13/15, 10/14/14, 10/15/13, 12/3/2012

**Justification:** (state briefly why legislative action is requested)
- Please see attached
The Department for Children, Youth and Families
Justification for Contract Authorization Renewal with
the Albany County Department of Probation

The Department for Children, Youth and Families (DCYF) respectfully requests Legislative authorization to renew a contractual agreement with the Albany County Department of Probation for the provision of prevention services, and supervision and treatment services for juveniles. The term of the contract will be January 1, 2020 – December 31, 2020 in an amount not to exceed $676,606.

There has been a historical relationship between these two County Departments as it relates to the provision of prevention services and supervision and treatment services for juveniles. The contract funding will be used to offset the salary and fringe benefit costs for Probation employees as well as services for programs in the Juvenile Community Accountability Board, PINS 18, the Parent Project, and Juvenile Release Under Supervision. All of these programs are an effort to reduce the likelihood of the youth’s further penetration in the Juvenile Justice system.
INTERDEPARTMENTAL AGREEMENT

BETWEEN THE

ALBANY COUNTY DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES

AND THE ALBANY COUNTY PROBATION DEPARTMENT

JUVENILE JUSTICE PREVENTION SERVICES FOR CHILDREN

RESOLUTION NO. 405, ADOPTED SEPTEMBER 12, 2018

This is an Agreement by and between the Albany County Department for Children, Youth and Families, (hereinafter referred to as the “ACDCYF”) and the Albany County Probation Department (hereinafter referred to as “PROBATION”) regarding Preventive Services for Children.

WITNESSETH:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the Albany County Probation Department regarding preventive services and supervision and treatment services for juveniles, and

WHEREAS, ACDCYF is charged with the authority to promote or provide public child welfare programs, and PROBATION, a qualified service provider, is willing and able to deliver services required by ACDCYF to ensure the aforementioned services are met efficiently and effectively, and

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

WHEREAS, the Albany County Legislature has authorized an Interdepartmental agreement regarding preventive services and supervision and treatment services for juveniles for the term commencing January 1, 2019 and ending December 31, 2019 in the amount of $655,980.00, pursuant to Resolution No. 405, adopted September 12, 2018, and

WHEREAS, this agreement sets forth the understanding between the parties:

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENENANT AND AGREE AS FOLLOWS:
ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED

Juvenile Justice Prevention Services—The Parent Project:

The Parent Project is a nationally recognized program, which provides parents with the tools to regain control and effectively apply strategies that produce change in their adolescent’s behaviors. PROBATION has contracted with ACDCYF to provide this service to three to four (3-4) groups per year to parents of youth who are at risk of foster care placement by virtue of contact with PROBATION.

Two (2) PROBATION Supervisors and four (4) PROBATION Officers will be responsible for managing the Parent Project to deal with Persons in Need of Supervision (PINS) and Juveniles Released Under Supervision (JRUS).

The Probation Intake Division Supervisor, along with the Probation Assistant, will maintain a list of all PINS / ungovernable cases received so that a list is maintained of all parents for whom the Parent Project is mandated. However, should there be additional openings at the time a class is offered, the class will be opened up to parents of youth involved with Juvenile Delinquent (JD) Intake Diversion, as well as parents of youth on Formal Probation as per Family Court order. The class will also be opened up to families involved with Child Protective Services should maximum class size not be achieved.

Upon the filing of the PINS/ungovernable complaint, the parent(s)/guardian(s) will be informed of the program and their mandatory participation by the Probation Duty Officer processing the complaint. The Duty Officer will be responsible for completing a standard ACDCYF Prevention referral form, the ACDCYF prevention services application form (green book) and have a Release of Information signed by the parent for ACDCYF.

The assigned supervising Probation Officer will reinforce this mandate with the parent and further explain the Parent Project and the anticipated start date for the group. A letter will be sent to each parent by PROBATION reminding them of the mandatory program and attendance dates. The Parent Partner Contractor will also be requested to contact all enrolled parents to help facilitate engagement and attendance.

Performance Targets:

- 90% of the PROBATION targeted youth will not come into COUNTY custody through the Juvenile Justice system while the parent/guardian is enrolled in the Parent Project.
• 75% of all parents/guardians enrolled in the Parent Project will successfully complete the Parent Project.

Reporting:

PROBATION will report the above targets and maintain attendance data for the Parent Project groups, as well as successful completion of the Parent Project and unsuccessful discharges from the program. The PROBATION Assistant and the Supervisor will be responsible for the review of such and enter the data through the shared ACDCYF/PROBATION database. This information will be shared with an ACDCYF Prevention designee. PROBATION will report to ACDCYF on a six (6) month basis the outcomes of the Performance Targets.

**Juvenile Under Release Supervision Program (JRUS)**

The purpose of this program is to provide intensive supervision and services to a select group of youth and their families, in an effort to maintain the youth safely in the home and community, thereby minimizing the need to remand the youth to detention.

The release under supervision option will be short term and appropriate to the level of risk posed by the youth, as determined by the Detention Risk Assessment Instrument (DRAI) or Youth Assessment and Screening Instrument (YASI) prescreen. Further, the program is designed to ensure the youth’s appearance at Family Court proceedings. Emphasis will be on the identification of the youth’s risk and needs and work will be done with all family members to ensure participation in identified services pending court disposition.

The JRUS Program will have a Probation Supervisor and a Probation Officer assigned to it. The Supervisor will be responsible for the day-to-day oversight of the unit function and operation of the program. The Probation Officer will be responsible for the supervision of the youth and link to services as needed. The Probation Assistant located in Family Court will provide information to the court and receive it back regarding cases eligible and/or referred to the program, and will work with other agencies within the Court to insure timely information exchange and proper handling of appropriate cases.

The Probation Assistant will complete the Detention Risk Assessment Instrument (DRAI) on JD’s to determine the eligibility of the youth for the program. The DRAI information on the youth and the recommendation to the Court regarding his/her release back into the community without supervision, release back into the community under the supervision of the Albany County Probation Department (in the JRUS or JRFC program), or remand to detention will be taken to the Albany County Family Court, to be given to the appropriate Family Court Judge for consideration. The Probation Assistant in the Family Court will make sure the proper Judge gets the information and will be available should there be any questions regarding the recommendation for release or detention. The paperwork to the court shall include a copy of the completed Release Under Supervision Screening instrument, and a copy of the conditions of release, if the JRUS Program is the recommendation to the court.
Performance Targets:

- 85% of youth supervised under Juvenile Release Under Supervision will return to Family Court for any and all adjourned Court dates while engaged in the JRUS program.
- 80% of youth served will not enter detention while supervised by the Juvenile Release Under Supervision Program.

Reporting:

Data will be shared with the DCYF Prevention designee, both through emails and the shared JRUS ACDCYF/PROBATION database. Responsibility for entry of data into this system will be the joint responsibility of the Probation Supervisor and the ACDCFY Prevention designee. Probation will report to ACDCYF on a six (6) month basis and any other data required by NYS.

Juvenile Reporting and Family Centers (JRFC)

Juvenile Reporting and Family Centers are a joint alternative to detention project between community agencies and PROBATION, funded by ACDCYF. The JRFCs target youth who are considered Juvenile Delinquents and PINS that reside in Albany County. The programs consist of recreational, educational and therapeutic activities.

Two Probation Officers are working directly with the JRFC. The Officers supervise juveniles attending JRFC and have personal contact with the youth under supervision at least one time per week in school and/or at JRFC program. The JRFC Officers will be present at the LaSalle JRFC program at least two times a week. Officer presence at the St Catherine’s JRFC will be at the same level, dependent on the youth enrolled in the program being under Probation supervision. Monthly Home Visits will be conducted and documented in Caseload Explorer. The Probation Officers will make every reasonable effort to attend Parent’s Night as scheduled by the JRFCs (St Catherine’s dependent on there being enrolled youth under Probation supervision). These officers also act as a liaison between the juvenile’s school and the JRFC, assisting in homework procurement, other academic needs, and behavioral issues. The Officers work with JRFC staff in addressing behavioral issues of youth under supervision while at the program. The JRFC Officer is expected to be part of the referral and engagement process to help the youth under supervision and his family to begin establishing a bond with the JRFC program and to make sure initial attendance at the program begins. Upon acceptance into the Program, the JRFC Officer becomes the primary Probation Officer while the youth is involved with the program. The initial assigned Officer, however, is encouraged to remain involved and aware of the case in a secondary role as the case may return to their supervision after termination from the JRFC program.

The referral process for juveniles to the JRFC is as follows:

If the referral to the JRFC program is initiated by a Probation Intake Diversion
Officer or a Probation Family Court Supervision Officer, the Probation Supervisor would contact the AGENCY Prevention designee for preapproval for JRFC services. Upon this approval, all candidates and the parent(s)/guardian will be familiarized with JRFC by the initially assigned Probation Officer. This Officer, or in his/her absence, a Supervisor, will then complete a standard the COUNTY Prevention Referral form, the AGENCY application form (the green form) and have a Release of Information signed for AGENCY and the JRFC Program. The Supervisor will then process the referral paperwork to the AGENCY Prevention designee. The Probation Officer should consult with either the Supervisor or the JRFC Officer if any questions exist and advise the JRFC candidate that they will be contacted either by a Supervisor or JRFC Officer. The JRFC Officer will, within 48 hours of the referral to the JRFC, contact the candidate’s parent(s)/guardian, again explain the program, answer any questions, and seek the responsible adult’s cooperation with the JRFC program. The JRFC Officer will make every attempt to attend the interview between the candidate and the JRFC program.

If JRFC is ordered by the Court, the JRFC program is contacted directly by the AGENCY representatives in Court and the referral paperwork is initiated and completed by the referring AGENCY person. Once notified that JRFC has been ordered in Family Court, the case is immediately assigned to the JRFC Officer in Caseload Explorer. The JRFC Officer will meet with the youth within 48 hours, and also make contact with the parent or guardian within 48 hours of case assignment. The Court Order for JRFC will be reviewed and explained with the youth and the parent(s)/guardian. As previously indicated, the JRFC Officer is expected to be part of the referral and engagement process to help the youth and his family to begin establishing a bond with the JRFC program and to make sure initial attendance at the program begins.

JRFC participants may be considered for an additional 30 Days of JRFC on a step-down or part-time basis. This decision shall be made by the JRFC program after consultation with the JRFC Officer or Supervisor and approval by the AGENCY Supervisor. The JRFC Officer shall discuss this with the JRFC participant and their parent(s)/guardian prior to the extension being undertaken.

The Supervisor shall be responsible for ensuring the tracking and entering information relative to JRFC participants, in coordination with the AGENCY representative, into the AGENCY-Probation JRFC spreadsheet.

**Juvenile Community Accountability board (JCAB)**

The Juvenile Community Accountability Board (JCAB) is a program coordinated by the Albany County Probation Department that seeks to divert juveniles accused of an act of delinquency from the Family Court system, hence avoiding possible detention, adjudication and possible placement. The JCAB program operates on the principles of balanced and restorative justice while focusing on juvenile accountability. It seeks to help juveniles understand the impact their crime has on their community, while holding them accountable for their acts and allowing them the opportunity to repair the harm that was caused. The process allows the juvenile to understand the impact of delinquency behavior, while learning ways to avoid
reoffending. The program allows for successful resolution of the case, avoiding further entry into the juvenile justice system, possible detention and placement outside of the youth's home.

The Albany County Probation Department trains volunteers as Board Members and then assists the Accountability Board in facilitating meetings with the juvenile, their parents and the victim. These volunteers are members of the community from which the youth resides. The Board, facilitated by a Probation Officer, focuses the youth on the harm caused by the delinquency, how the harm can be repaired and then develops a specific, individualized contract/plan that requires the youth to complete certain activities or engage in certain programs designed to repair the harm.

The youth have up to 60-90 days to complete the contract/plan. The Board periodically meets with the youth to monitor his/her progress in completing the set tasks within the contract/plan and will assist the youth in making referrals to programs where necessary. Once all tasks have been successfully completed, an exit interview is completed. The case will be considered successfully adjusted and will be closed as such, with no further action taken.

Performance Targets:

- 75% of youths will be diverted from Family Court and possible detention or placement.

Reporting:

Data will be shared with the DCYF Prevention designee. Probation will report to ACDCYF on a six (6) month basis and any other data required by NYS.

**PINS 18**

The goal of Diversion on PINS 18 cases focuses on the balance between parental control and juvenile independence. The majority of PINS to 18 cases are filed by parents for ungovernable behavior. Also filed are cases for running away behaviors. Significant PINS 18, behaviors include alcohol/drug use, curfew violations, and violence in the home. Truancy complaints filed by schools are limited and are only accepted for Diversion if the juvenile is compulsory. Schools may also able to file Ungovernable complaints on these juveniles.

Whenever possible and appropriate, PINS to 18 cases are referred for Mediation services. This service has been very successful in helping both sides come to a compromise thereby eliminating the need for further Diversion involvement. While utilizing standard Diversion services such as reporting and Home Visits, and in conjunction with the YASI, Diversion works with the juvenile/family to come up with a case plan working towards the needs/challenges of this older population. It may also include referrals to Independent living programs and vocational/educational (GED) programs.

Performance Targets:

- 75% of all parents/guardians enrolled in the Parent Project will successfully complete the Parent Project.
• 75% of youths will be diverted from Family Court and possible detention or placement.

• 90% of youth and families will be linked to community-based services

Reporting:

Data will be shared with the DCYF Prevention designee. Probation will report to ACDCYF on a six (6) month basis and any other data as required by NYS.

ARTICLE II - FEES

In consideration of the terms and obligations of the Agreement, ACDCYF agrees to pay and PROBATION agrees to accept an amount not to exceed SIX HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED EIGHTY and 00/100 DOLLARS ($655,980.00) for all services described under this Agreement, including all payments authorized under this Article.

Payment shall be made upon PROBATION’S submission of an Albany County Claim Form to the ACDCYF, which shall detail services rendered, including disbursements, and which shall be supported by receipts when applicable. Upon acceptance of the PROBATION’S Claim Form, it shall be submitted to the Albany County Comptroller and payment rendered.

ARTICLE III. TERM OF AGREEMENT

The services to be performed herein shall commence on January 1, 2019 and shall continue in effect through December 31, 2019, provided however, that either party shall have the right to terminate this AGREEMENT upon thirty (30) days written notice of such termination. In the event of termination of this AGREEMENT, PROBATION shall be entitled to compensation for any services previously accepted by ACDCYF.

THIS SPACE HAS BEEN LEFT INTENTIONALLY BLANK
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year opposite their respective names.

COUNTY OF ALBANY

Dated: \[6/10\]

By: [Signature]
Daniel P. McCoy
Albany County Executive

or

Philip F. Calderone
Deputy County Executive

Dated: \[11/2/2018\]

By: [Signature]
William Connors, Director
Albany County Probation Department

Dated: \[11/17/\]

By: [Signature]
Gail Geohagen-Pratt, Commissioner
Albany County Department for
Children, Youth and Families
August 12, 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 renew a contractual agreement with the State University of Albany for the provision of management training and coaching.

The requested agreement is for $40,134 for the term of January 1, 2020 – December 31, 2020 and carries a local share of approximately $3,000.

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 Counsell
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization- Management training and coaching with State University at Albany

Date: August 5, 2019
Submitted By: Scott McNeilis
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
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):
University at Albany, School of Social Welfare
135 Western Avenue
Albany, NY 12222

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

Amount/Raise Schedule/fee:  $40,134.00
Scope of Services: Renewal of a contract with SUNY Albany, School of Social Welfare to deliver management training and coaching services.

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 03610 04610
Revenue Amount: $10,034 $20,067
Appropriation Account and Line: AA6119 44039
Appropriation Amount: $40,134

Source of Funding - (Percentages)
Federal: 50
State: 25
County: 8
Local: 18

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
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: 18-404, 17-346, 16-376, 15-403, 14-335, 13-345, 12-15
Date of Adoption: 9/12/18, 9/11/17, 9/12/16, 10/13/15, 9/8/14, 10/15/13, 2/13/2012

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

Backup Material for Renewal Contractual Authorization
with the University at Albany School of Social Welfare

The Department respectfully requests Legislative authorization to enter into a renewal contract with the University at Albany School of Social Welfare in the amount of $40,134 for the term of January 1, 2020 – December 31, 2020.

As part of the Department’s restructuring plan, as well as continued improvement in practices and service delivery, the Department has secured the collaboration of the University at Albany School of Social Welfare to provide Management and Leadership training and coaching as well as staff training. The Department has worked diligently to put into place the infrastructure to support consistent and effective supervision, management and leadership of staff and programs. However, as with any organization, the supervisory, management and leadership skill level of employees is varied. Therefore, as a continued effort to improve practices of the Department, this collaboration was pursued.

The University at Albany will continue to deliver a Leadership and Management training Series that provides advanced training to managers and supervisors to help build leadership skills and to improve their respective programs and staffs. The training consists of a series of leadership and management topics selected through an assessment of need. The topics may include: fundamentals of leadership, team building, workforce management, leading for results, effective performance reporting, measuring program improvement and leading change.

The University at Albany School of Social Welfare would also continue to provide on-site training, coaching and mentoring for managers, supervisors and staff through classroom training, individual training or through coaching sessions to help participants put into specific practice the concepts from content training.

The cost/reimbursement structure, as well as the contract deliverables is subject to NYS Office of Children and Family Services Bureau of Training approval, which will be sought pending Legislative authorization. It is anticipated that the County will remain responsible for 7.5% of the cost of this contract following reimbursement through the department’s training allocation and SUNY’s 17.5% committed cost share.
SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
THE RESEARCH FOUNDATION FOR THE
STATE UNIVERSITY OF NEW YORK
WORKFORCE TRAINING PROGRAM - 2019

Pursuant to Resolution No. 404 for 2018, adopted 09/12/2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive on behalf of the Albany County Department for Children, Youth and Families (hereinafter referred to as “DCYF”), 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 "County") and The Research Foundation For The State University of New York, University at Albany, with its principal place of business located at 1400 Washington Avenue, Albany, New York 12222 (hereinafter referred to as the "Provider"). (The County and the Provider hereafter may be referred to as the “Parties” or either as the “Party”).

WITNESSETH:

WHEREAS, the County requires a service agreement with a qualified Provider to provide a workforce training program for DCYF employees that will assist the County in accomplishing its goals and mandates (hereinafter referred to as the "Service"), and

WHEREAS, the Provider, a qualified service Provider, is willing and able to deliver the services required by the County 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 professional services to meet the needs of the County, and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into this Agreement with the Provider regarding the aforesaid service by Resolution No. 404 for 2018, adopted September 12, 2018, and

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

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
ARTICLE I. INTERPRETATION; CONTRACT DOCUMENTS

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

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

ARTICLE II. SERVICES TO BE PERFORMED BY PROVIDER

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

ARTICLE III. SCOPE OF SERVICES - WORKFORCE TRAINING PROGRAM

The Provider will provide leadership and staff training that will provide advanced training to managers, supervisors and staff of DCYF to help them build leadership skills and to better manage their respective programs and to carry out their respective duties.

As part of this Agreement the Provider shall complete a maximum of ten (10) days of instructor-led leadership, management, supervisory and staff training. Topics, schedule and presenters are subject to the approval of the County.

ARTICLE IV. GENERAL PROVISIONS

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required so that the County and the New York State Office of Children and Family Services will be able to fulfill their function and responsibility.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement.
ARTICLE IX. RECORDS

The Provider shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

The Provider shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement immediately upon request.

ARTICLE X. FEES

The total cost of the Service is estimated to be FORTY THOUSAND, ONE HUNDRED THIRTY-FOUR AND 00/100 DOLLARS ($40,134.00). In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed THIRTY-THREE THOUSAND ONE HUNDRED ELEVEN AND 00/100 DOLLARS ($33,111.00) in accordance with the Budget contained in Appendix "B" attached hereto and made a part hereof as full compensation for the Service described under this Agreement. The remaining SEVEN THOUSAND, TWENTY-THREE AND 00/100 DOLLARS ($7,023.00) shall be provided by the Provider, and shall be derived from non-federal funds. The Provider agrees that any and all work performed outside the scope of this Agreement shall be deemed by the County to be gratuitous and not subject to any reimbursement by the County.

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

ARTICLE XI. RELATIONSHIP

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

ARTICLE XII. INDEMNIFICATION

The Parties shall each defend, indemnify and save harmless the other Party, its employees and agents, from and against all claims, damages, losses and expenses arising out of, or in consequence of, any negligent or intentional
ARTICLE XVII. EQUIPMENT

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

ARTICLE XVIII. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and will continue in effect through December 31, 2019, provided, however, that either party shall have the right at any time to terminate the service required by this Agreement by forty-five (45) days written notice of such termination.

ARTICLE XIX. TERMINATION OF AGREEMENT: REMEDY FOR BREACH

This Agreement may be terminated by the County, if the Provider is substantially in breach of any of its provisions.

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

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

ARTICLE XX. AVAILABLE DATA

As part of this Agreement, all technical or other data relative to the work pertaining to this Agreement in the possession of 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 XXI. EXTRA WORK

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

All notices and documents required to be given to the County pursuant to this Agreement shall be given to:

Office of the County Attorney
112 State Street, Room 600
Albany, New York 12207-2021

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first below written.

COUNTY OF ALBANY

Dated: __________/11/12

By: _____________________________
    Daniel P. McCoy
    Albany County Executive

or

Philip F. Calderone
Deputy County Executive

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

Dated: __________/13/16

By: _____________________________
    Paula Kaloyeros
    Assistant Vice President for Sponsored Programs Administration
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 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(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

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

On the 15th day of December, 2018, before me, the undersigned, personally appeared Paula Kaloyeros 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.

T. Russell Rabb
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Albany County
No. 01RA6345501
Expires: October 3, 2020
APPENDIX A

2019 Contract with The Research Foundation For The State University of New York, Office for Sponsored Programs
University at Albany School of Social Welfare

Workforce Training Program - Scope of Services

Management, Leadership and Staff Training

- The University will provide appropriate independent contractors to deliver leadership training that will provide advanced training to managers and supervisors of the Department to help them build leadership skills and to better manage their respective programs and personnel.
- The University will provide appropriate independent contractors to deliver staff training that will provide training to selected unit staff of the Department to help them build skills and to better carry out their respective program responsibilities.
- Funds have been included in the contract for materials and supplies for all training.

Instructor-Led Training

- The University will provide appropriate independent contractors to deliver 9 days of on-site, instructor-led training on topics to be selected by the department.
- Selection of independent contractors will be made in collaboration between the Department and the University.
- Instructors will be independent contractors of the SUNY Research Foundation.
- Costs for the independent contractors, and their travel are included in the contract.

Training Equipment

- The University will provide equipment needed to conduct the training, including accessories for a public address system and a laptop computer or tablet for presentations.

SUNY Administration

The following will be provided by the contractor. The staff allocation represents a percentage of Full time staff devoted to the contract.

Contract Manager – 10% of a FTE (plus fringe @ 44.5%) to oversee the implementation of the training plan and to assure completion of all deliverables.
Indirect Costs – a federally approved percentage of SUNY administrative costs added to the direct contract costs. The current federally approved rate is 52%.

Reimbursement Summary

NYS OCFS uses a federally-approved contracting formula to fund all of its training activities across the state. This formula and methodology is also available to local districts to fund locally sponsored training delivered by public institutions. These federal rules enable the department to claim 50% reimbursement for training costs. State rules allow an additional 25% reimbursement. The remaining 25% would be contributed by the contractor and the local district.

The costs and structure of the contract have been negotiated to maximize the drawdown of federal and state reimbursements. Under these rules this proposal would generate 75% in federal and state reimbursements. In addition, the contractor has agreed to contribute nearly 18% of the cost.

Therefore the proposed training would generate approximately 93% reimbursement, leaving only 7% to be covered by the county.

The cost structure and reimbursements along with the entire set of contract deliverables are subject to NYS OCFS Bureau of Training approval.

Final approval of the contract is subject to the existing Albany County contracting process.

Financial Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Training Total</td>
<td>$26,400</td>
</tr>
<tr>
<td>SUNY Indirect Costs - University Administration</td>
<td>$13,728</td>
</tr>
<tr>
<td>Total Contract Cost</td>
<td>$40,134</td>
</tr>
<tr>
<td>Federal Reimbursement (50%)</td>
<td>$20,067</td>
</tr>
<tr>
<td>NY State Reimbursement (25%)</td>
<td>$10,034</td>
</tr>
<tr>
<td>County share</td>
<td>$3,010</td>
</tr>
<tr>
<td>Total payments to contractor (82%)</td>
<td>$33,311</td>
</tr>
<tr>
<td>Training Description</td>
<td>Number</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Management Training Day</td>
<td>3</td>
</tr>
<tr>
<td>for all supers. and mgrs.</td>
<td></td>
</tr>
<tr>
<td>Leadership Training</td>
<td>1</td>
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<tr>
<td>Healthy Families Staff Development</td>
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<tr>
<td>Total Training</td>
<td>4</td>
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**HRA**

<table>
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<tr>
<th>Description</th>
<th>Percentage</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Contract Manager - to oversee implementation of training plan</td>
<td>10.0%</td>
<td>$32,012</td>
</tr>
<tr>
<td>Fringe Benefits (41.0% of salary) 40.0% first six months, 42.0% (est) for second half</td>
<td>3% of time</td>
<td>$749</td>
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<tr>
<td>Fringe Benefits (14.0% of salary)</td>
<td>14.0%</td>
<td>$448</td>
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<td>Personnel Total</td>
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<td>$6,225</td>
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**Contractual Services for training**

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<th>Description</th>
<th>Number</th>
<th>Unit Cost</th>
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<tr>
<td>Equipment &amp; Supplies for Staff Presentations</td>
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<td>$1,257</td>
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<td>Catringer</td>
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<tr>
<td>Total Material</td>
<td>1</td>
<td>$922</td>
<td>$922</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Direct Costs</td>
<td></td>
<td></td>
<td>$25,404</td>
</tr>
<tr>
<td>Indirect Cost Recovery</td>
<td>52%</td>
<td>$13,730</td>
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</tr>
<tr>
<td>Total Contract Cost</td>
<td></td>
<td></td>
<td>$40,134</td>
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**Reimbursement**

<table>
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<tr>
<th>Description</th>
<th>Fed Rate</th>
<th>Fed Share</th>
<th>State Rate</th>
<th>State Share</th>
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<tr>
<td></td>
<td>50.00%</td>
<td>$20,057</td>
<td>25.00%</td>
<td>$10,034</td>
</tr>
</tbody>
</table>

**Total Federal and State Reimbursement**

- Total Fed & State $30,101
- Indirect cost deferred $7,023

**Payments**

- Contractor contribution 27.00%
- Federal and state reimbursement $30,101
- County share $3,010
- Local cost $3,010

**Total Payment to Contractor**

- Fed, state and county payment $33,111