AGENDA

SOCIAL SERVICES COMMITTEE

OCTOBER 29, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH EQUINOX, INC. REGARDING NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES

2. AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENTS OF SOCIAL SERVICES AND MENTAL HEALTH REGARDING SERVICES FOR SAFETY NET AND TANF APPLICANTS AND RECIPIENTS

3. AUTHORIZING AN AGREEMENT WITH VARIOUS ALBANY COUNTY MUNICIPALITIES FOR THE PROVISION OF YOUTH BUREAU SERVICES

4. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION FOR THE PROVISION OF YOUTH BUREAU SERVICES
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Social Services Committee of the Albany County Legislature met on September 24, 2019. Chairperson Fein, Messrs. Simpson, Bullock, Commissio, Ms. Lockart, Messrs. Mendick, Reinhardt, and Cahill were present. Mr. Clay was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing Agreements Regarding Moving and Storage Services for Eligible Temporary Assistance Recipients: The Commissioner of the Department of Social Services had recommended that the County enter into agreements with New York State Department of Transportation approved carriers, Don’s Moving & Storage and Liedkie Moving & Storage, for moving and storage services in an amount not to exceed $150,000 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with Equinox, Inc. Regarding Residential Domestic Violence Services: The Commissioner of the Department of Social Services had recommended that the County enter into agreements with New York State Department of Transportation approved carriers, Don’s Moving & Storage and Liedkie Moving & Storage, for moving and storage services in an amount not to exceed $150,000 for a term commencing January 1, 2020 and ending December 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 Steuben County Department of Social Services Regarding Non-Secure Detention Services: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter into an agreement with Steuben County Department of Social Services for the provision of non-secure detention beds, temporary care, and maintenance for court ordered youth in an amount not to exceed $25,000 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
4. Authorizing an Agreement with Berkshire Farm Center & Services for Youth Regarding Non-Secure Detention Services: The Commissioner of the Department for Children, Youth and Families had requested authorization to renew the agreement, the second of two one-year options to renew, with Berkshire Farm Center & Services for Youth for the provision of non-secure detention beds and aftercare services for court ordered adolescent males and females ages 7-17 years old in an amount not to exceed $961,020 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with Berkshire Farm Center & Services for Youth Regarding the Provision of Specialty Prevention Services for the Focus on the Future Program: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Focus on the Future Program in an amount not to exceed $101,500 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an Agreement with St. Anne Institute Regarding the Provision of Specialty Prevention Services for the Sex Abuse Prevention Program: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with St. Anne Institute, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Sex Abuse Prevention Program in an amount not to exceed $307,287 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing an Agreement with St. Anne Institute Regarding the Juvenile Sex Offender Program: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with St. Anne Institute, the first of two one-year options to renew, regarding the provision of specialty prevention services for the Juvenile Sex Offender Program in an amount not to exceed $153,618 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
8. Authorizing an Agreement with St. Catherine's Center for Children Regarding the Parent Care Program: The Commissioner of the Department for Children, Youth and Families had requested authorization to renew the agreement with St. Catherine's Center for Children, the first of two one-year options to renew, regarding specialty prevention services and the Parent Care Program in an amount not to exceed $433,036 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

9. Authorizing an Agreement with Community Maternity Services Regarding Specialty Prevention Services: The Commissioner of the Department for Children, Youth and Families had requested authorization to renew an agreement, the first of two one-year options to renew, with Community Maternity Services regarding the provision of specialty prevention services in an amount not to exceed $247,361 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

10. Authorizing an Agreement with Parsons Child and Family Center Regarding the Provision of Clinical Prevention Services with Community and Recreational Supports: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter into an agreement with Parsons Child and Family Center, the first of two one-year renewal options, regarding the provision of clinical prevention and family support services in an amount not to exceed $1,205,669 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

11. Authorizing an Agreement with Cayuga Centers Regarding the Provision of Clinical Prevention Services with Community and Recreational Supports: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with Cayuga Centers, the first of two one-year options to renew, for the provision of clinical prevention services with community and recreational supports for the Intensive Family Support Program that targets at-risk families with children ages birth to five years old in an amount not to exceed $231,274 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
12. Authorizing an Agreement with Trinity Alliance of the Capital Region, Inc. Regarding the Provision of Clinical Prevention Services with Community and Recreational Supports: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with Trinity Alliance of the Capital Region, Inc., the first of two one-year options to renew, for the provision of comprehensive clinical prevention services with community and support services to families in Albany County with children ages birth through eighteen years who are at risk of out of home placement or are returning from foster care in an amount not to exceed $1,456,677 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

13. Authorizing an Agreement with Community Maternity Services Regarding the Provision of Clinical Prevention Services with Community and Recreational Supports: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter into an agreement with Community Maternity Services, the first of two one-year renewal options, regarding the provision of clinical prevention services with community and recreational supports in an amount not to exceed $375,147 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

14. Authorizing an Agreement with St. Catherine’s Center for Children Regarding Clinical Prevention Services with Community and Recreational Supports – Berne Know Westerlo Connections Program: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with St. Catherine’s Center for Children, the first of two one-year renewal options, regarding clinical prevention services with community and recreational supports for the BKW Connections Program in an amount not exceed $181,004 for the term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

15. Authorizing an Agreement with LaSalle School Regarding the Provision of Juvenile Justice Prevention Services: The Commissioner of the Department for Children, Youth and Families had requested authorization to enter an agreement with LaSalle School, the first of two one-year renewal options, regarding the provision of juvenile justice prevention services for the Juvenile Reporting Center in an amount not to exceed $661,279 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the
Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

16. Authorizing an Agreement with Berkshire Farm Center & Services for Youth Regarding the Provision of Juvenile Justice Prevention Services for the Home Run Program: The Commissioner of the Department of Children, Youth and Families had requested authorization to enter into an agreement with Berkshire Farm Center & Services for Youth, the first of two one-year options to renew, regarding the provision of juvenile justice prevention services for the Home Run Program in an amount not to exceed $309,950 for a term commencing January 1, 2020 and ending December 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

17. Authorizing an Agreement with Cornell Cooperative Extension Regarding the Provision of Juvenile Justice Prevention Services: The Commissioner of the Department of Children, Youth and Families had requested authorization to enter into agreement an agreement with Cornell Cooperative Extension, the first of two one-year options to renew, regarding the provision of juvenile justice prevention services for the Strengthening Families and Urban 4-H Programs in the amount of $103,550 for the term commencing January 1, 2020 and ending December 31, 2020. 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 COMISSO

PATRICE LOCKART
RICHARD MENDICK
WILLIAM REINHARDT
CHARLES CAHILL
October 16, 2019

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

Dear Chairman Joyce,

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

Authorization is requested to contract with Equinox, Inc. to provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

Equinox will provide two service types. CORE SERVICES:
Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Funding for core services is $130,835.

TANF Services (NON-CORE SERVICES): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is $35,031.
Sincerely,

[Signature]

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauniello, 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 (Equinox)

Date: 10/1/2019
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
- ☐ Professional Services
- ☐ Education/Training
- ☐ Grant

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

Contract Terms/Conditions:

Party (Name/address):
Equinox, Inc.
500 Central Avenue
Albany, NY 12206

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

Amount/Raise Schedule/Fee: $155,866
Scope of Services:
Equinox will provide Albany County with a 24-hour domestic violence hotline and walk-in assistance center. Equinox will also coordinate residential placements, information and referral, advocacy, counseling and outreach/education services to victims residing in the community or in non-domestic violence shelter facilities.

Bond Res. No.:  
Date of Adoption:  

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐ 
If Mandated Cite Authority:
18 NYCRR Part 462 (Core services only)
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6010 04610 AA6070 04615
Revenue Amount: $35,031.00 $130,835.00

Appropriation Account and Line: AA6010 44046 AA6070 44046
Appropriation Amount: $35,031.00 $130,835.00

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: 406
Date of Adoption: 9/12/2018

Justification: (state briefly why legislative action is requested)
Core Services: Authorization is requested to renew an agreement with Equinox, Inc. to provide Non Residential Domestic Violence Services (NRDV). Equinox is a state-qualified provider of domestic violence hotline services, information and referral, advocacy, counseling services and community outreach and education services as mandated by NYS under 18 NYCRR Part 462. Equinox will provide continuation of existing core services including a case manager for triage/referral and coordination of domestic violence (DV) residential placements to Equinox and other shelters. Equinox is a 24/7 domestic violence operation and will provide immediate assessment, safety planning as well as ensuring that shelter needs of all legitimate victims are met. Equinox also provides case management services to DV victims including those in or transitioning out of residential shelters and/or motels. Funding for core services is $130,835. Non-core services are outlined below.

TANF Services (non-Core Services): Expanded advocacy services will be provided to 25 TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence-free living. Assistance to victims will be provided in the form of accompaniment to legal system entities, health care facilities, social welfare system agencies and other community service providers. Linkages to other specialized services will be provided consistent with developed safety and service plans. The current funding for the TANF services portion of the contract is $35,031.

All funding for non-residential domestic violence providers is established by NYS. Authority is requested to pay the State.
For the one year period 7/1/2018-6/30/19 220 Adults and 76 Children were placed in DV Shelter.
Local Commissioners Memorandum

Transmittal: 19-OCFS-LCM-22
To: Local District Commissioners
Issuing Division/Office: Division of Child Welfare and Community Services
Division of Administration
Date: September 11, 2019
Subject: TANF Funding for Non-Residential Domestic Violence Services for SFY 2019-20
Contact Person(s): See section VI.
Attachments: Attachment A: SFY 2019-20 TANF Non-Residential Domestic Violence Services Allocations
Attachment B: SFY 2019-20 TANF Non-Residential Domestic Violence Services Plan and Allocation Attestation
Attachment C: Federal TANF Funding Guidelines and Claiming Instructions
Attachment D: Attachment for U.S. Department of Health and Human Services Grants

I. Purpose
The purpose of this Local Commissioners Memorandum (LCM) is to notify local departments of social services (LDSSs) of their allocations for non-residential domestic violence (DV) services administered through the New York State Office of Children and Family Services (OCFS). The enacted budget for State Fiscal Year (SFY) 2019-20 includes a Temporary Assistance for Needy Families (TANF) appropriation of $3,000,000 for the provision of non-residential DV services. There are no notable changes from last year's issuance of this LCM. The allocation for each LDSS is listed in Attachment A of this document. This LCM includes the Attachment for U.S. Department of Health and Human Services Grants, which must be provided to all subrecipients per Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Section 352.

II. Background
TANF funding for non-residential DV services is administered by OCFS. In addition to using their TANF appropriations, LDSSs have the option of also dedicating a portion of their Flexible Fund for Family Services (FFFS) allocations to further support non-residential DV services.

III. Allocation Methodology
TANF funding for non-residential DV services is allocated to LDSSs based on a proportion of the population served, as reported in the OCFS Domestic Violence Information System (DVIS), for the 20 LDSSs with the largest population served; and granting a $25,000 floor for the remaining LDSSs. To mitigate the impact of this methodology, no LDSS will receive a reduction of more than 5 percent and no LDSS will receive an increase of more than 13.6 percent from the prior year. In future years, these thresholds may change. Those counties that did not claim funds in the last three finalized plan years will not receive an allocation. Please see Attachment A for a complete list of LDSS allocations.

IV. Program Implications and Federal TANF Funding Guidelines
These TANF funds must be used to provide enhanced or expanded core and/or optional non-residential DV services provided by OCFS-approved non-residential DV programs. They can only be used for services provided to families with children and whose income is at or below 200 percent of the poverty level. DV. The OCFS website has a list of approved, non-residential DV programs.

Each LDSS must complete Attachment B, TANF SFY 2019-20 Non-Residential Domestic Violence Services Plan and Allocation Attestation, indicating whether the LDSS intends to access its TANF allocation. If the LDSS intends to use the funds, it must submit a plan for each approved non-residential DV service provider that will receive money from this allocation. The plans must provide a description of the programs and services to be provided with the TANF monies for TANF-eligible victims of DV and their children.

Note: Funds cannot be used for medical services, DV hotline services, DV outreach/educational services, or capital expenditures.

Please send the signed and dated Attachment B and plans by October 7, 2019, by mail to:

Pamela Jobin
New York State Office of Children and Family Services
Bureau of Domestic Violence Prevention and Victim Support
52 Washington Street, Room 334 North
Rensselaer, NY 12144-2834

As in previous years, these funds must be expended and claimed in accordance with the Federal TANF Funding Guidelines and Claiming Instructions. (See Attachment C.)
V. Claiming Instructions and Periods

All expenditures from the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the approved non-residential DV services projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D, LDSS-2347, DSS Administrative Expenses Allocation and Distribution by Function and Program, in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs, using the project label Non-Res DV 18 from the "drop-down" menu on the Automated Claiming System (ACS).

Salary and non-salary costs of staff must be charged to the RF17 claim package. LDSS staff whose responsibilities include both non-residential DV services and other tasks or services must be studied over time. Only costs related to non-residential DV services may be charged to the RF17 claim package for non-residential DV services.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B, Summary-Administrative (page 1), Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs. Program costs are reported as an object of expense 37 - Special Project Program Expense on the LDSS-923B Summary-Program (page 2), Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs. The expenditures should be entered in the RF17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975, Monthly Statement of Special Project Claims Federal and State Aid (RF-17).

Instructions for the Schedule D and RF17 claim package are found in Chapters 7 and 18, respectively, of the Fiscal Reference Manual, Volume 3. The manual is available online at http://otda.state.ny.us/bfdm/finance/.

Costs are claimed at 100 percent federal share for clients in receipt of TANF or who are eligible for TANF with incomes at or below 200 percent of the federal poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will be regular DV services expenditures, which are subject to 98 percent of 50 percent state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, LDSSs must report program and administrative costs separately for claiming purposes. The RF17 claim package permits reporting both types of expenditures on the same form.

Under federal TANF regulations, there is a 15 percent limitation for costs claimed for administrative activities. Under the same regulations, certain activities that were previously considered administrative are now classified as program costs and,
therefore, are not subject to the 15 percent cap. The guidelines on which costs are
administrative and which are non-administrative are in Attachment C.

All open RF17 Non-Residential DV projects are shown in the table below with their
services periods and final accept dates. Any LDSS that has remaining Non-Res DV 15,
DV 16, and DV 17 allocations should spend down those balances prior to claiming for
Non-Res DV 18 monies. OCFS may reallocate any unspent funds from an LDSS to
other LDSSs that have claims that exceed their allocations.

<table>
<thead>
<tr>
<th>RF17 Project Name</th>
<th>State Fiscal Year Funding</th>
<th>Expenses Incurred From</th>
<th>Expenses Incurred To</th>
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<td>Non-Res DV 17</td>
<td>SFY 2018-19</td>
<td>October 1, 2017</td>
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<td>Non-Res DV 16</td>
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VI. Contact Persons

Programmatic questions should be directed either to the OCFS home office staff listed
below or to the appropriate OCFS regional office, Division of Child Welfare and
Community Services staff:

Home Office
Pamela Jobin, Director, Bureau of Domestic Violence Prevention and Victim Support
at (518) 474-4787, Pamela.Jobin@ocfs.ny.gov.

Regional Offices

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<tr>
<th>Location</th>
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<tr>
<td>Buffalo</td>
<td>Amanda Darling</td>
<td>Director</td>
<td>716-847-3145</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Amanda.Darling@ocfs.ny.gov">Amanda.Darling@ocfs.ny.gov</a></td>
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<tr>
<td>Rochester</td>
<td>Karen Lewter</td>
<td>Director</td>
<td>585-238-8201</td>
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<td></td>
<td><a href="mailto:Karen.Lewter@ocfs.ny.gov">Karen.Lewter@ocfs.ny.gov</a></td>
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<tr>
<td>Syracuse</td>
<td>Sara Simon</td>
<td>Director</td>
<td>315-423-1200</td>
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<tr>
<td>Albany</td>
<td>John Lockwood</td>
<td>Director</td>
<td>518-486-7078</td>
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<tr>
<td>Westchester</td>
<td>Thalia Wright</td>
<td>Director</td>
<td>845-708-2498</td>
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<tr>
<td>NYC</td>
<td>Ronni Fuchs</td>
<td>Director</td>
<td>212-383-4873</td>
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Any ACS claiming questions should be directed to the OTDA Bureau of Financial Services by email or telephone:

Lauren Horn (Regions I-IV) at 518-474-7549
otda.sm.Field_Ops.I-IV@otda.ny.gov

Michael Simon (Regions V-VI) at 212-961-8250
Michael.Simon@otda.ny.gov

/s/ Lisa Gharney Ogundimu
Issued by:
Name: Lisa Gharney Ogundimu
Title: Deputy Commissioner
Division/Office: Child Welfare and Community Services

/s/ Derek Holtzclaw
Issued by:
Name: Derek Holtzclaw
Title: Deputy Commissioner
Division/Office: Administration
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<td>34,623</td>
</tr>
<tr>
<td>Delaware</td>
<td>25,000</td>
<td>Schoharie</td>
<td>25,000</td>
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<tr>
<td>Dutchess</td>
<td>70,216</td>
<td>Schuyler</td>
<td>25,000</td>
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<td>Erie</td>
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<td>Seneca</td>
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<td>Steuben</td>
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<tr>
<td>Franklin</td>
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<td>65,925</td>
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<td>Fulton</td>
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<td>Sullivan</td>
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<tr>
<td>Genesee</td>
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<td>Tioga</td>
<td>34,623</td>
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<tr>
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<td>Tompkins</td>
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<tr>
<td>Hamilton</td>
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<td>Ulster</td>
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<tr>
<td>Herkimer</td>
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<td>Warren</td>
<td>-</td>
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<tr>
<td>Jefferson</td>
<td>34,623</td>
<td>Washington</td>
<td>25,000</td>
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<tr>
<td>Lewis</td>
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<td>Wayne</td>
<td>25,000</td>
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<td>Livingston</td>
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<tr>
<td>Montgomery</td>
<td>-</td>
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<td>Niagara</td>
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<td></td>
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<tr>
<td>Oneida</td>
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<td>New York City</td>
<td>1,071,601</td>
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<tr>
<td>Onondaga</td>
<td>63,967</td>
<td>Statewide Totals</td>
<td>3,000,000</td>
</tr>
</tbody>
</table>
ATTACHMENT B
SFY 2019-20 TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES PLAN AND ALLOCATION ATTESTATION

DISTRICT:

TANF PLAN CONTACT PERSON:

PHONE # AND EMAIL ADDRESS:

Check one:
☐ By signing this form, I am attesting that the social services district will use its TANF 2019-20 allocation for enhanced or expanded core and/or optional non-residential domestic violence (DV) services provided by approved non-residential DV programs only for persons with incomes at or below 200 percent of the poverty level as outlined in the attached, and expenditures will continue to be in accordance with federal TANF guidelines.
☐ By signing this form, I am attesting that the social services district will not be accessing its TANF 2019-20 allocation for non-residential DV services.

Name of approved non-residential DV service provider(s) that will receive these funds, and contact person and telephone number or email address:

<table>
<thead>
<tr>
<th>Program</th>
<th>Contact Person and Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

For each provider listed, provide a brief description of the services that will be supported with this allocation, using additional sheets as required. (Note: These funds cannot be used to supplant existing federal, state and/or local funding sources.)

__________________________________________  _________________
Commissioner Signature                      Date

Send signed Attachment B with any additional sheets by October 7, 2019, by mail to:
   Pamela Jobin
   New York State Office of Children and Family Services
   Bureau of Domestic Violence Prevention and Victim Support
   52 Washington Street, Room 334 North
   Rensselaer, NY 12144-2798
ATTACHMENT C

FEDERAL TANF FUNDING GUIDELINES AND CLAIMING INSTRUCTIONS

Federal TANF Funding Guidelines

Eligible Families/Individuals

- Funds may be used for families, children and non-custodial parents who are at or below 200 percent of the federal poverty level, and otherwise meet the TANF categorical eligibility standards including the Personal Responsibility and Work Opportunity Reconciliation Act U.S. citizenship or qualified alien requirements. For the SFY 2019-20 allocation, the income standards are noted below:

2019 HHS Poverty Guidelines
SOURCE: Federal Register, Volume 84, Number 22, Friday, February 1, 2019, pp. 1167-1168

<table>
<thead>
<tr>
<th>Persons in Family Unit</th>
<th>Poverty Level</th>
<th>200% of Poverty</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$12,490</td>
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<tr>
<td>2</td>
<td>$16,910</td>
<td>$33,820</td>
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<tr>
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<td>$21,330</td>
<td>$42,660</td>
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<tr>
<td>4</td>
<td>$25,750</td>
<td>$51,500</td>
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<td>$30,170</td>
<td>$60,430</td>
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<td>6</td>
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<tr>
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<td>$39,010</td>
<td>$78,020</td>
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<tr>
<td>8</td>
<td>$43,430</td>
<td>$86,860</td>
</tr>
</tbody>
</table>

For each additional person, add $4,420 $8,840
Allowable Costs

- Allowable services must meet the federal definition of non-assistance.

- The funds may not be used for assistance. Assistance for federal purposes consists of any payment or benefit designed to meet ongoing basic needs — food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses. Assistance also includes supportive services such as transportation or child care provided to unemployed recipients. Assistance paid to a person receiving family assistance or non-cash safety net assistance/federal participation is counted toward the 60-month TANF time limit. Assistance counts toward the support offset.

- Funds may be utilized to provide transportation services only when those services are incidental to the services being provided to people receiving TANF-funded public assistance (PA). With regard to transportation services, transportation is permissible for employment or other allowable activities, as long as the program of transportation does not constitute assistance or, if it does constitute assistance, it is only provided to people receiving PA.

- Funds cannot be used for medical services, domestic violence (DV) hotline services, DV outreach/educational services, and capital expenditures.

Cost Allocation

- Costs must be allocated to benefiting programs when more than one program is involved in a particular activity, whether done by LDSS staff or contractor staff. Cost allocation rules are now contained in 2 CFR Part 200, which supersedes and streamlines prior federal guidance, including the Fiscal Reference Manual and federal Circular OMB A-87 for LDSSs; OMB Circular A-122; OMB Circular and OMB Circular A-21.

Administrative Costs 15 Percent Rule

- The maximum amount the state can spend on administration is 15 percent against the TANF Block Grant after transfer to other block grants. This limitation applies to the non-residential DV allocation for SFY 2019-20.

- The federal definition of "administration" is different from the state definition. When TANF costs are claimed to the federal government, they must be claimed according to the federal definition. The final federal regulations exclude direct costs, including salaries and benefits costs for staff providing program services and the direct administrative costs associated with providing these services (e.g., supplies, equipment, travel, postage, utilities, rental costs, and maintenance). For example, the cost of providing diversion benefits and services, providing program information to clients, screening and assessment, development of employability plans, work activities, post-employment services, work supports, and case management services, including those involving child welfare case management, except for performing the eligibility determinations, are all excluded from the definition, and should be claimed as program expenditures. Also excluded are costs for contracts devoted entirely to program activities.
The revised definition specifically includes contract costs (except those excluded totally or in part as program activities), all indirect and overhead costs, and activities related to eligibility determinations within the definition of administrative costs. The following are examples of administrative costs included in the regulations:

- Salaries and benefits of staff performing administrative and coordination functions
- Preparation of program plans, budgets, and schedules
- Monitoring programs and projects
- Fraud and abuse units
- Procurement activities
- Public relations
- Services related to accounting, litigation, audits, management of property, payroll, and personnel
- Costs for the goods and services required for administration of the program (supplies, equipment, travel postage, utilities, office rent, and maintenance), provided that such costs are not excluded as program services
- Travel costs incurred for official business and not excluded as program costs
- Management information systems not related to tracking and monitoring (such as state payroll staff)
- Preparing reports and other documents

Overhead and A-87 costs must be budgeted for any program for which LDSS staff is budgeted.

Claiming Instructions (repeated from page 2 of the LCM)

All expenditures against the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the approved non-residential DV services projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D, DSS Administrative Expenses Allocation and Distribution by Function and Program (LDSS-2347), in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs, using the project label Non-Res DV 18 from the "drop-down" menu on the Automated Claiming System (ACS).

Salary and non-salary costs of staff should be charged to the RF17 claim package. LDSS staff whose responsibilities include both non-residential DV services and other tasks or services must be time studied. Only costs related to non-residential DV services should be charged to the RF17 claim package for non-residential DV services.
Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B, Summary-Administrative (page 1), Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs. Program costs are reported as object of expense 37 - Special Project Program Expense on the LDSS-923B, Summary-Program (page 2), Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs. The expenditures should be entered in the RF17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975, Monthly Statement of Special Project Claims Federal and State Aid (RF-17).

Instructions for the Schedule D and RF17 claim package are found in Chapters 7 and 18, respectively, of the Fiscal Reference Manual, Volume 3. The manual is available online at http://otcia.state.ny.gov/bfdm/finance/.

Costs are claimed at the 100 percent federal share for clients in receipt of TANF or who are eligible for TANF with incomes at or below 200 percent of the federal poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will become regular DV services expenditures, which are subject to 98 percent of 50 percent state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, the LDSS must report both program and administrative costs for claiming purposes. The RF17 claim package permits the reporting of both types of expenditures on the same form.

Under federal TANF regulations, there is a 15 percent limitation for costs that may be claimed for administrative activities. Under the same regulations, certain activities that are normally considered administrative are now classified as program costs under these federal rules and, therefore, are not subject to the 15 percent cap. The guidelines on which costs are administrative and which are non-administrative are noted above.

Claiming Periods (repeated from page 2 of the LCM)

All expenditures against the non-residential DV services allocation must be claimed in accordance with the LDSS's non-residential DV services approved plan.

The expenditures for the non-residential DV projects must be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D, DSS Administrative Expenses Allocation and Distribution by Function and Program (LDSS-2347), in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A, RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs, using the project label Non-Res DV 18 from the "drop-down" menu on the Automated Claiming System (ACS).
ATTACHMENT D
ATTACHMENT FOR U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANTS

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Section 352(a) states "all pass-through entities must ensure that every sub award is clearly identified to the subrecipient as a sub award and includes the following information at the time of the sub award and if any of these data elements change, includes the changes in subsequent sub award identification."

<table>
<thead>
<tr>
<th>(i)</th>
<th>Subrecipient name</th>
<th>Attachment A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>Subrecipient’s unique entity identifier</td>
<td>County LDSS office</td>
</tr>
<tr>
<td>(iii)</td>
<td>Federal Award Identification Number (FAIN)</td>
<td>1901NYTANF</td>
</tr>
<tr>
<td>(iv)</td>
<td>Federal award date to the recipient by the HHS awarding agency</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>(v)</td>
<td>Sub award period of performance start and end date</td>
<td>Section V: Claiming and Instructions and Periods</td>
</tr>
<tr>
<td>(vi)</td>
<td>Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient</td>
<td>Attachment A</td>
</tr>
<tr>
<td>(vii)</td>
<td>Total amount of the federal funds obligated to the subrecipient by the pass-through entity, including the current obligation</td>
<td>Attachment A</td>
</tr>
<tr>
<td>(viii)</td>
<td>Total amount of the award committed to the subrecipient by the pass-through entity</td>
<td>Attachment A</td>
</tr>
<tr>
<td>(ix)</td>
<td>Federal award project description</td>
<td>Section I: Purpose</td>
</tr>
<tr>
<td>(x)</td>
<td>Name of the HHS awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity</td>
<td>Department of Health and Human Services/Administration for Children and Families</td>
</tr>
<tr>
<td>(xi)</td>
<td>CFDA number and name</td>
<td>93.558 – Temporary Assistance for Needy Families</td>
</tr>
<tr>
<td>(xii)</td>
<td>Identification of whether the award is Research and Development (R&amp;D)</td>
<td>N</td>
</tr>
<tr>
<td>(xiii)</td>
<td>Indirect cost rate for the federal award (including if the de minimis rate is charged per Section 75.414)</td>
<td>Please see uniform guidance 45 CFR 75. However, please note that administrative costs are capped at 5%.</td>
</tr>
</tbody>
</table>
October 16, 2019

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

Dear Chairman Joyce,

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

Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues.

This agreement provides reimbursement for three fulltime Mental Health Certified Alcohol Substance Abuse Counselor positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

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 (CMU)

Date: 10/1/2019
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 to enter text.

Contract Terms/Conditions:

Party (Name/address):
Albany County Department of Mental Health
175 Green Street, Albany, NY 12203

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

Amount/Raise Schedule/Fee: $329,000
Scope of Services: Memo of Understanding with the Albany County Mental Health Department for the Central Management Unit which performs mandated Alcohol/Substance Abuse Assessments for the Albany County Department of Social Services.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Welfare Reform Act of 1997
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

County Budget Accounts:
Revenue Account and Line: AA6010 04615
Revenue Amount: $66,927.00
Appropriation Account and Line: AA6010 44046
Appropriation Amount: $329,000.00

Source of Funding - (Percentages)
Federal: 20%
State: 0
County: 80%
Local: 0

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 508
Date of Adoption: 11/13/2018

Justification: (state briefly why legislative action is requested)
Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. This agreement provides reimbursement for three (3) fulltime Mental Health Certified Alcohol Substance Abuse Counselor (CASAC) positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

The Welfare Reform Act of 1997 mandates that local social services districts screen all adult public assistance applicants and recipients for alcohol/substance abuse, and, if indicated, obtain related assessments of treatment needs, including level of care and employability determinations. These assessments will be performed under this agreement through the Mental Health Department’s Managed Addiction Treatment Services Central Management Unit (CMU). The Department of Mental Health Case Management Unit serves Safety Net and TANF applicants and recipients. CMU has performed 593 assessments from January 2019 - July 2019.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH
FOR THE CMU PROGRAM
PURSUANT TO RESOLUTION NO. 508, ADOPTED 11/13/18

This is an Agreement by and between the Albany County Department of Social Services
(hereinafter referred to as the “Department of Social Services”) with offices located at 162
Washington Avenue, Albany, New York 12210, and the Albany County Department of Mental
Health (hereinafter referred to as the “Department of Mental Health”) with offices located at 175
Green Street, Albany, New York 12202.

WITNESSETH:

WHEREAS, the Albany County Departments of Social Services and Mental Health are
working in partnership in order to promote goals of sobriety and self-sufficiency for persons who
engage in alcohol/substance abuse; and

WHEREAS, the Albany County Departments of Social Services and Mental Health are
working in partnership to promote the goal of self-sufficiency of persons who demonstrate mental
health problems; and

WHEREAS, The Welfare Reform Act of 1997 requires local social service districts to
screen and assess applicants/recipient of Temporary Assistance for alcohol/substance abuse; and

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, Albany County Department of Mental Health has the capacity and expertise
to perform the required alcohol/substance abuse assessments:

NOW, THEREFORE, the parties, recognizing their mutual interest in serving individuals
demonstrating alcohol/substance abuse as a barrier to self-sufficiency, do enter into this Agreement
governing the cooperative relationship and defining their respective roles and responsibilities.

ARTICLE I. SCOPE OF SERVICES FOR ALCOHOL/SUBSTANCE ASSESSMENT
AND TREATMENT MONITORING SERVICES

The Scope of Services to be performed with regard to the performance of alcohol/substance
abuse employability assessments and monitoring of substance abuse treatment, as jointly
administered by the Departments of Social Services and Mental Health via the Centralized
Management Unit (CMU) is set forth in Exhibit 1 of this Agreement attached hereto and made a part hereof.

The respective roles and responsibilities of the Departments of Social Services and Mental Health, related to implementation of alcohol/substance abuse employability assessments, substance abuse treatment monitoring services are as follows:

The Department of Mental Health agrees to:

a) Provide administrative and supervisory oversight of the performance of CMU Certified Alcohol Substance Abuse Counselors (CASACS) including the recruitment, hiring, training and supervision of all Department of Mental Health program staff.

b) Provide three (3) CASACS to provide substance abuse assessments and monitoring of treatment compliance for temporary assistance and Medicaid recipients.

c) Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.

d) Assist the Department of Social Services in providing training and orientation information regarding substance abuse assessments and case management services to appropriate Social Services staff.

e) Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.

f) Prepare and submit all required reports and claims related to the employability assessments conducted, substance abuse treatment monitoring and case management services provided.

The Department of Social Services agrees to:

a) Provide administrative and supervisory oversight of the Department’s performance under the program, including the recruitment, hiring, training and supervision of all Department of Social Services program staff.

b) Collaborate with the Department of Mental Health to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.

c) Cooperate in providing necessary orientation information to appropriate Department of Social Services and Department of Mental Health staff.

d) Hold regular meetings with the Department of Mental Health to review and evaluate the services provided under this Agreement.

e) Assist the Department of Mental Health in evaluating and monitoring the implementation of the services provided by this Agreement.

ARTICLE II. GENERAL PROVISIONS

The Department of Social Services 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 Department of Mental Health 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 functions and responsibilities.
Both parties shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

Each party will be fully responsible for the provision of all equipment and services for their respective staff, necessary to the performance of the requirements of this Agreement.

ARTICLE III. CONFIDENTIALITY

As part of this Agreement, the parties agree to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Memorandum of Understanding and shall maintain the confidentiality of all such information in conformity with the provisions of all applicable State and Federal laws and regulations. Further, to the extent it may be applicable, the Department of Mental Health 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

As part of this Agreement, each party agrees to provide authorized County, 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 parties agree 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 County, State, and/or Federal personnel during such period.

As part of this Agreement, all technical or other data relative to the work pertaining to this Agreement in the possession of either party shall be made available to the other party to this Agreement without expense to the other party. All client records and other forms, reports, statistics and materials shall be retained by and at the respective Departments.

ARTICLE V. COOPERATION

The parties agree to work cooperatively in order that work may proceed expeditiously and economically, and to resolve any specific issues or difficulties that may arise in the course of implementation of the program of Alcohol/Substance Abuse Screening and Employability Assessment.

ARTICLE VI. GRIEVANCES AND FAIR HEARINGS

The Department of Social Services 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.

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

ARTICLE VII. FEES

In consideration of the terms and obligations of this Agreement, the Department of Social Services agrees to pay and the Department of Mental Health agrees to accept up to a maximum of
THREE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED 00/100 DOLLARS ($318,700) as full compensation for the Service described under this Agreement.

The Department of Mental Health agrees to use these funds to support the salary, fringe benefit and administrative costs of three (3) Certified Alcohol Substance Abuse Counselors (CASACS) dedicated to the provision of the alcohol/substance abuse employability assessment and treatment monitoring services (CMU) as well as required UDS lab costs for clients. Any lab fees or administrative costs that remain unspent towards the end of the contract period can be claimed towards supervision and administrative support staff salary and fringe as long as the total expenditures for all costs under this MOU do not exceed the maximum amount of $318,700.

Fees for the services provided shall be payable upon submission by the Department of Mental Health of signed County claim forms to the Department of Social Services. The claim forms or attached invoices must contain itemized detail of the staff salary, fringe benefit, administrative costs, and UDS lab costs associated with the direct provision of the above-described services. Claim forms/invoices must also provide a breakdown of the number of Safety Net and Family Assistance cases.

ARTICLE VIII. 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 Department of Social Services for payment. The Department of Social Services will immediately notify the Department of Mental Health 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 Department of Social Services of any kind whatsoever, accept as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional 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 X. GOVERNING LAWS

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

ARTICLE XI. TERM AND TERMINATION 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 ninety (90) days written notice of such termination.
IN WITNESS WHEREOF, the parties have hereunto signed this Memorandum of Understanding on the date and year appearing opposite their respective signatures.

County of Albany

Date: _____________________

__________________________
Daniel P. McCoy
Albany County Executive

or

__________________________
Philip F. Calderone
Deputy County Executive

Albany County Department of Social Services

Date: _____________________

__________________________
Michele McClave, Commissioner

Albany County Department of Mental Health

Date: _____________________

__________________________
Stephen J. Giordano, Director
EXHIBIT 1

CMU Alcohol/Substance Abuse Employability Assessments Services

A. The Department of Social Services, through staff of the Temporary Assistance and Employment Divisions, will screen applicants/recipients of temporary assistance as designated under State law and regulation, for alcohol/substance abuse. Individuals whose screening indicates a need for assessment of their employability and for substance abuse treatment will be scheduled for an assessment appointment with the Managed Addiction Treatment Services Central Management Unit of the Department of Mental Health (hereinafter CMU).

B. The Department of Mental Health through the Central Management Unit (CMU) will complete assessments for all applicants who are identified on the Alcohol and Drug Abuse Screening and Referral Form (LDSS-4571), determine employability and where indicated refer such applicants to treatment. Of those referred to treatment, the CMU will follow through with service program linkage until compliant individuals are engaged into recommended treatment.

This requires the following:

For Department of Social Services Clients identified and scheduled for full assessments at the CMU

- Complete employability assessment
- Contact collaterals where indicated (e.g. client is currently engaged with treatment)
- If client is unemployable or employable - treatment needed determine appropriate level of care, and within appropriate clinical boundaries, determine treatment program with client
- Schedule intake appointment and notify client
- UDS screening as warranted
- Complete Recommendations form online to inform DSS of treatment recommendation
- Follow client through admission to treatment program or non-compliance with treatment recommendations
- Document admission or non-compliance by completing confirmation online to inform DSS of client status

Paper Reviews

- Complete paper reviews for priority client admissions – approving referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Document such paper reviews online to inform DSS of approval of Level of Care and treatment program
- Send such approvals to treatment programs to facilitate admissions

Fair Hearings

- Assist Fair Hearing Unit by obtaining clinical, attendance or other documentation to support non-compliance or other DSS actions taken.

Access to Information

- In order to meet the requirements under 45 CFR 164.524 referenced in in Appendix A, and with Department of Social Services approval, Department of Mental Health will provide access to Protected Health Information in a Designated Record Set as outlined in Exhibit 2, directly to the client or the client’s designee identified in an appropriate signed
Release of Information form. Department of Mental Health will also provide Department of Social Services, as the owners of the records, at their request, with access to Protected Health Information for an individual(s).

Reports
Provide quarterly reports to DSS to include the following but not limited to:

- Number of assessments performed
- Aggregate of Assessment outcomes
- Level of cares assigned
- Aggregate Status of employability
- Location of treatment programs
- Number of Clients who required Ongoing Level of Care Change Review
- Number of paper reviews for priority client admissions –
- Number of approved referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Number of Lab Tests conducted
EXHIBIT 2

CMU Alcohol/Substance Abuse Release of Information Approval Form

When a Request of Information (ROI) or FOIL request is received by the Department of Mental Health, the CMU Alcohol/Substance Abuse Release of Information Approval Form will be electronically completed by the designated Department of Mental Health staff person to identify which file records are being requested for release.

The Department of Mental Health will ensure that they have the required Releases on file from the client whose file records are being requested.

The Department of Mental Health will email the completed form to the Department of Social Services, Director and Assistant Director of Employment.

The Department of Social Services Director of Employment or Assistant Director of Employment will review the request and provide the necessary approval within one business day. The Approval Form must be printed by Department of Social Services so it can be signed and dated. Once signed and dated, the form will be scanned into the computer so it can be emailed back to the designated Department of Mental Health staff person. Original copies of the signed Approval Form will be kept in a file at the Department of Social Services.

CMU RELEASE OF INFORMATION APPROVAL REQUEST

Client Name:

Date of Request by Individual:

File Records* Requested:

☐ TRS-62 - a Locadtr ROI
☐ Privacy Notice Sign off
☐ County Of Albany ROIs for any providers
☐ LDSS 4525 - Consent for Disclosure of Medical and Non-Medical Records from Alcoholism and Drug Abuse Treatment Programs
☐ LDSS 4571 - Alcohol and Drug Abe Screening and Referral Form
☐ Notes printed from Citrix with relevant data about the assessment or referral
☐ Client Data Sheet
☐ CMU rating form
☐ Dept. of Mental Health assessment
☐ Diagnostic Criteria worksheet
☐ CMU referral form
☐ CMU return for UDS result form
☐ Any additional correspondence to or from agencies that are designated on the LDSS 4525
☐ CMU “Recommendations” Citrix print out
☐ CMU “Confirmation” print out indicating where client is referred, whether the client was admitted or not, etc.
☐ Locadtr form completed if indicated
☐ UDS results
*NOTE: 3RD Party Information in the Designated Record Set cannot be released to any other entity even if requested by the client.*

DEPARTMENT OF SOCIAL SERVICES APPROVAL
Based on Albany County Department of Mental Health’s clinical determination of what is allowable to be released in an individual’s record based on HIPPA Regulations and Mental Hygiene Law, Albany County Department of Social Services approves the release of the file record contents checked above to the client and/or entity the client has designated and has signed an appropriate ROI for.

DSS Name/Title: ________________________________

DSS Signature: ________________________________

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

C. PERMITTED USES AND DISCLOSURE

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

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

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

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

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

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

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

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

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

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

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be 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 Social Service and/or Mental Hygiene or Social Service 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.
September 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into Agreements with various Albany County municipalities for the provision of providing Youth Bureau services

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 Youth Bureau Municipality Contracts

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.:
Attending Meeting: 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
☐ Personnel Non-Individual
☐ Revenue
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):
Various Municipalities - please see attached list

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

Amount/Raise Schedule/Fee:
$394,335

Scope of Services:
Youth Bureau Services delivered by Albany County municipalities

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes □ No [x]

If Mandated Cite Authority:

Is there a Fiscal Impact:
Yes [x] No □

Anticipated in Current Budget:
Yes [x] No □

County Budget Accounts:
File #: TMP-1104, Version: 1

Revenue Account and Line: AA6119
Revenue Amount: $394,335

Appropriation Account and Line: AA6119
Appropriation Amount: $394,335

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 14-334, 15-405, 16-424, 17-343, 18-403
Date of Adoption: 9/08/14, 10/13/15, 10/13/16, 9/11/17, 9/12/18

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

Backup Material for Contract Authorization with Various Municipalities for Youth Bureau Programing

The Department respectfully requests legislative authorization to enter into contractual arrangements with (13) various Albany County municipalities as listed.

The total amount of state aid from NYS OCFS to Albany County DCYF Youth Bureau in 2019 is $394,335. These funds are intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community-based organizations and municipalities within Albany County for the purpose of reimbursement of expenses directly related to program operation and service delivery.

In 2014, The Governor’s Executive budget proposed changes to Executive Law 19-A YDDP (Youth Development and Delinquency Prevention) Sections 412, 420,422 and 19-H RHYA (Runaway and Homeless Youth Services Act) Sections 532A, 532B.

Effective January 1, 2014 the local youth bureaus will process reimbursement claims from municipalities, not NYS OCFS. The county will now have full responsibility for paying municipal claims out of the annual state aid allocation to the county.

<table>
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<tr>
<th>Municipality</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Albany</td>
<td>$25,000</td>
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<tr>
<td>City of Cohoes</td>
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<tr>
<td>City of Watervliet</td>
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<td><strong>Total</strong></td>
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</table>
September 26, 2019

Daniel P. McCoy  
County Executive  
112 State St, Room 1200  
Albany, NY 12207

Dear County Executive Daniel P. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County’s Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2019. The RAP, submitted through the Quality Youth Development System (QYDS) includes applications requesting State aid in the amount of $394,335.00

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfs.sm>YouthBureau@ocfs.ny.gov and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive Youth Development Program (YDP) claims no later than twelve (12) months after the end of the calendar year during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar quarter in which the claimed services were delivered.

If you have questions, please connect with Matt Newman by email at matthew.newman@ocfs.ny.gov or by phone at (518) 474-8120.

Sincerely,

Nina Aledort, Ph.D., LMSW  
Deputy Commissioner
September 10, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into an Agreement with Cornell Cooperative Extension for $4,000 to provide Youth Bureau services.

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 Youth Bureau Services

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner
Attending Meeting:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:
Party (Name/address):
Cornell Cooperative Extension of Albany County
24 Martin Road PO Box 497
Voorheesville, NY 12186

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

Amount/Raise Schedule/Fee: $4,000.00
Scope of Services:
Youth Bureau Services 4-H Summer Scene program.

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☐ No ☒
Anticipated in Current Budget:
Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6119 03820
Revenue Amount: $4,000.00
Appropriation Account and Line: AA6119 44406
Appropriation Amount: $4,000.00

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-402, 17-344, 16-423
Date of Adoption: 9/12/18, 9/11/17, 10/13/16

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

Backup Material for Contract Authorization with Cornell Cooperative Extension for Youth Bureau Programing

The Department respectfully requests legislative authorization to enter into a contractual arrangement with Cornell Cooperative Extension, which is an intergovernmental agency, for $4,000 for the 4-H Summer Scene program.

The total amount of state aid from NYS OCFS to Albany County DCYF Youth Bureau in 2019 is $394,335.00. These funds are intended to support youth development programs and runaway and homeless youth services. Funds are intended to be distributed to community based organizations and municipalities within Albany County for the purpose of reimbursement of expenses directly related to program operations and service delivery.

4-H Summer Scene is a day camp that operates at Ridgefield Park in the city of Albany. The target audiences include youth ages 6-13 and adolescence ages 14-18 who are employed by the Summer Youth Employment Program. Themes for 2019 include "Making a Difference" and "Healthy Living." Participants will learn how to be environmental stewards to create healthy, sustainable communities through environmental education, and will learn about the importance of eating healthy foods and maintaining an active lifestyle. Additional activities will include animal science and agricultural education, creative arts, sports and character education.
September 26, 2019

Daniel P. McCoy
County Executive
112 State St, Room 1200
Albany, NY 12207

Dear County Executive Daniel P. McCoy:

The Office of Children and Family Services (OCFS) has received Albany County’s Resource Allocation Plan (RAP) and Youth Bureau Narrative(s) for 2019. The RAP, submitted through the Quality Youth Development System (QYDS) includes applications requesting State aid in the amount of $394,335.00

While your Narrative(s) and RAP have been approved, internal reviews, fiscal audits and adjustments to State aid may ultimately result in a change in the approved State aid amount. Should that occur, the County will be notified in writing of the specific adjustment, the reason therefore, and the revised State aid amount.

If there is a balance in State aid, the County may submit amendments to the RAP during the year. Any request for an amendment for a new program, or for expansion of an existing program, must be submitted to OCFS staff for review at ocfssm>YouthBureau@ocfs.ny.gov and approval must be granted prior to any expenditure pursuant to the proposed agreement.

Upon receipt of acceptable claims, the County will be reimbursed for each program listed in the program summary, subject to the terms of the RAP. All submitted claim documents must include the QYDS ID number, which replaces the Program Code used previously.

Please be aware relevant appropriation language requires that OCFS must receive Youth Development Program (YDP) claims no later than twelve (12) months after the end of the calendar year during which the expenditures were made.

Runaway and Homeless Youth (RHYA) claims must be submitted no later than twelve (12) months after the end of the calendar quarter in which the claimed services were delivered.

If you have questions, please connect with Matt Newman by email at matthew.newman@ocfs.ny.gov or by phone at (518) 474-8120.

Sincerely,

Nina Aledort, Ph.D., LMSW
Deputy Commissioner