## **County of Albany**

112 State Street Albany, NY 12207



## **Meeting Agenda**

Tuesday, August 25, 2020 5:30 PM

**Held Remotely** 

**Social Services Committee** 

#### **PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

#### **CURRENT BUSINESS:**

- 2. AUTHORIZING AN AGREEMENT WITH COMMUNITY MATERNITY SERVICES REGARDING MATERNITY SHELTER AND SUPPORT SERVICES
- 3. AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS
- **4.** AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TANF AND SAFETY NET RECIPIENTS

## **County of Albany**

112 State Street Albany, NY 12207



## **Meeting Minutes**

Tuesday, July 28, 2020 5:30 PM

**Held Remotely** 

**Social Services Committee** 

#### **PREVIOUS BUSINESS:**

**Present:** Legislator Samuel I. Fein, Legislator Frank J. Commisso,

Merton D. Simpson, Beroro T. Efekoro, Mickey Cleary, Carolyn McLaughlin, Nathan L. Bruschi, Patrice Lockart

and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

#### **CURRENT BUSINESS:**

2. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE 2020 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT FOR IMPLEMENTATION OF A CENTRALIZED CALL CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

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

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**4.** AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: SECURE DETENTION FACILITY

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY COUNTY EXECUTIVE

## COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVENUE ALBANY, NEW YORK 12210-2304 (518) 447, 7300

(518) 447-7300 WWW.ALBANYCOUNTY.COM MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

August 4, 2020

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

Dear Chairman Joyce,

Authorization is requested to contract with Community Maternity Service (CMS) to provide Maternity shelter care via a State-certified 11-bed maternity shelter for pregnant females who require temporary accommodations, supervision and services. Only the stays of individuals eligible for public assistance will be reimbursed under this contract.

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

Sincerely,

Michele G. McClave Commissioner

cc: Dennis A. Feeney, Majority Leader Frank A. Mauriello, Minority Leader Rebekah Kennedy, Majority Counsel Minority Counsel



## County of Albany

112 State Street Albany, NY 12207

## Legislation Text

File #: TMP-1772, Version: 1			
REQUEST FOR LEGISLATIVE ACTION			
Description (e.g., Contract Authorization for Information Services): Contract Authorization for Social Services (Community Maternity Services)			
Date:	7/21/20		
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			
<ul><li>☐ Amendment of Prior Legislation</li><li>☐ Approval/Adoption of Plan/Proce</li></ul>	adura		
☐ Bond Approval	cui e		
☐ Budget Amendment			
<ul> <li>☑ Contract Authorization</li> </ul>			
☐ Countywide Services			
☐ Environmental Impact/SEQR			
☐ Home Rule Request			
☐ Property Conveyance			
☐ Other: (state if not listed)	Click or tap here to enter text.		
CONCERNING BUDGET AMEND	MENTS		
Increase/decrease category (cho	ose all that apply):		
☐ Contractual			
☐ Equipment			
☐ Fringe			
☐ Personnel			
☐ Personnel Non-Individual			

File #: TMP-1772, Version: 1			
☐ Revenue			
Increase Account/Line No.: Source of Funds: Title Change:	Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.		
CONCERNING CONTRACT AUTHORI	ZATIONS		
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 ☐ Settlement of a Claim ☐ Release of Liability	or tap to enter a date.		
☐ Other: (state if not listed)	Click or tap here to enter text.		
<b>Contract Terms/Conditions:</b>			
Party (Name/address): Community Maternity Services 27 North Main Avenue, Albany, NY 122	208		
Additional Parties (Names/addresses): Click or tap here to enter text.			
Amount/Raise Schedule/Fee: Scope of Services: maternity shelter for pregnant females who red stays of individuals eligible for public assistance	\$300,000  Maternity shelter care will be provided through a State-certified 11-bed quire temporary accommodations, supervision and services. Only the will be reimbursed under this contract.		
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: If Mandated Cite Authority:	Yes ⊠ No □ 18 NYCRR 352.8		
Is there a Fiscal Impact: Anticipated in Current Budget:	Yes ⊠ No □ Yes ⊠ No □		

#### File #: TMP-1772, Version: 1

**County Budget Accounts:** 

Revenue Account and Line: AA6109 04609
Revenue Amount: \$300,000.00

Appropriation Account and Line: AA6109 44046
Appropriation Amount: \$300,000.00

Source of Funding - (Percentages)

Federal: 100%

State: County: Local:

<u>Term</u>

Term: (Start and end date) 1/1/2021- 12/31/2021

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: 377
Date of Adoption: 9/9/18

<u>Justification</u>: (state briefly why legislative action is requested)

Authorization is requested to contract with Community Maternity Services (CMS) to provide services for homeless or parenting/pregnant young woman 16-22 years of age. Local social services districts are required to establish per diem rates with non-profit providers of maternity shelter care operating within their county. Only those eligible for public assistance will be reimbursed under this contract (reimbursement is also provided under the foster care system, for pregnant adolescents under the custody of the Commissioner. Maximum rates for foster care placement are Stateestablished and are higher than those proposed for public assistance recipients).

CMS is a Transitional Living Program providing specialized services to homeless or parenting young woman of Albany County, as well as adolescents that are parenting children. The mission of CMS is to provide transitional housing including room, board, supervision, information, referral, case management, parenting education, independent living skills building, advocacy, medical, mental health systems and other appropriate support services to women ages 16 through 22. Such homeless persons must be able to demonstrate eligibility for public assistance through Albany County Department of Social Services.

The services that are offered are not provided anywhere else in our system and the focus is on developing life skills and independence. By removing this type of client from the general shelter population, and placing them in a shelter program tailored to their specific needs, we feel that this service would be extremely valuable to young women and provide better outcomes for long-term self-sufficiency. Between 7/1/19 - 6/30/20 Albany County Department of Social Services had six unduplicated instances of homelessness with females aged 16 to 22 years old.

File #: TMP-1772, Version: 1

# AGREEMENT BY AND BETWEEN THE COUNTY OF ALBANY AND

#### **COMMUNITY MATERNITY SERVICES**

#### PURSUANT TO RESOLUTION NO. 377, ADOPTED 9/9/2019

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Community Maternity Services (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 27 North Main Avenue, Albany, New York 12203.

#### WITNESSETH:

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

WHEREAS, 18 NYCRR Section 352.8 requires local districts to establish a rate and provide reimbursement to operators of maternity homes on behalf of public assistance-eligible residents, and

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

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency shelter services to meet the needs of the County and to meet the needs of the aforementioned persons unable to maintain themselves to a condition of self-support or self-care residing in Albany County.

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

#### ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide all maternity shelter services, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

#### ARTICLE II. SCOPE OF SERVICES

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

#### ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

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

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

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

#### ARTICLE IV. ASSIGNMENTS

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

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

#### ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. In addition, the Provider shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

#### ARTICLE VI. INFORMATION ACCESS

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

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds,

buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

#### ARTICLE VII. COOPERATION

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

#### ARTICLE VIII. FAIR HEARINGS

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

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

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

#### ARTICLE IX. ACCOUNTING RECORDS

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

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

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

#### ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept One hundred thirty-five dollars and nineteen cents (\$135.19) per day, per eligible resident, up to an amount not to exceed **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)**, as full compensation for the Service rendered under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

#### ARTICLE XI. RELATIONSHIP

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

#### ARTICLE XII. SCHEDULE

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

#### ARTICLE XIII. INDEMNIFICATION

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

#### ARTICLE XIV. INSURANCE

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

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

#### ARTICLE XV. NON-APPROPRIATIONS

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

#### ARTICLE XVI. NON-DISCRIMINATION

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

#### ARTICLE XVII. GOVERNING LAWS

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

#### ARTICLE XVIII. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

#### ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2020 and will continue in effect through December 31, 2020. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

#### ARTICLE XX. FEDERAL LOBBYING

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

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

#### ARTICLE XXI. SUSPENSION AND DEBARMENT

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

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

#### ARTICLE XXII. REMEDY FOR BREACH:

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

#### ARTICLE XXIII. MACBRIDE PRINCIPLES

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

#### ARTICLE XXIV. LICENSES

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

#### ARTICLE XXV. INVALID PROVISIONS

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

#### ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

#### ARTICLE XXVII. IRANIAN ENERGY SECTOR DIVESTMENT

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

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

#### ARTICLE XXVIII. ADDITIONAL ASSURANCES

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year indicated below.

#### **COUNTY OF ALBANY**

Dated: <u>N/7/14</u>

Daniel P. McCoy

Albany County Executive

or

Philip F. Calderone

Deputy County Executive

#### **COMMUNITY MATERNITY SERVICES**

Dated: 9/30/19

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Executive Director

STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:			
On theday of, 20, before mean appeared Daniel P. McCoy, personally known to me or proved to nevidence to be the individual whose name is subscribed to the within to me that he executed the same in his capacity, and that by his significantly individual, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon behalf of which the individual acted, or the person upon	ne on the basis of satisfactory instrument and acknowledged gnature on the instrument, the		
STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:	NOTARY PUBLIC		
On the 6 day of 700000000000000000000000000000000000			
MICHAEL A. LALLI NOTARY PUBLIC - STATE OF NEW YORK No. 01LA6322012 Qualified in Albany County My Commisson Expires March 30 2023	NOTARY PUBLIC		
STATE OF New York ) COUNTY OF Albany ) SS.:			
On the 30 day of Soptembol, 20 before me appeared Annual Color personally known to me or satisfactory evidence to be the individual whose name is subscribed acknowledged to me that s/he executed the same in her/his capacity on the instrument, the individual, or the person upon behalf of which the instrument.	r proved to me on the basis of I to the within instrument and , and that by her/his signature		
GENEVIEVE M. COUSER  Notary Public, State of New York  Qualified in Albany County  Commission Expires 24, 23	NOTARY PUBLIC		
Notes No.	TOUSER Selventy York Sy County		

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Committee Con

#### **SCHEDULE A**

#### INSURANCE COVERAGE

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

- 1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.
- 2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
- 3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:	Combined Single Limit:
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.