

SCHEDULE D

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Community Maternity Services

Organization

Ann Marie [Signature]

Authorized Signature

Executive Director

Title

9/30/19

Date

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

EXHIBIT 1

Service Provision Responsibility

Under this Agreement, the Provider will provide maternity shelter care and services to eligible persons, through the operation of a maternity home, as follows.

- I. Service Definition- Services shall be defined as the provision of temporary residential care, including room, board, supervision, information and referral, and other appropriate services, as allowed under 18 NYCRR Parts 352.8 and 361.1 (a), (b).
- II. Eligible Persons- Eligibility for reimbursement under this Agreement will be confined to women, ages 16 and older, who are in need of temporary accommodations, supervision and services. Such persons must demonstrate eligibility for public assistance through Albany County in order for the Department to provide reimbursement under the terms of this Agreement. Pregnant adolescents and youth who are under the custody of the Commissioner of Albany County Department of Social Services will be reimbursed through the foster care system, and are therefore not eligible under the terms of this Agreement.
- III. Service Provision- The Provider will maintain and operate the facility in a manner that assures compliance with all applicable federal, state and local statutes, regulations, codes and ordinances, and most particularly all those applicable to the operation as specified in 18 NYCRR 352.8 and 361.1 (a), (b). The Provider hereby certifies that it will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS certification, this Agreement shall terminate immediately, according to the provisions previously described in this Agreement. It will be the Provider's responsibility to immediately notify the Department of any such change in its certification status.
- IV. Establishment of Public Assistance Eligibility- The Provider agrees to cooperate fully with the Department in its efforts to establish public assistance eligibility for residents of the Provider who make application to the Department. Further, with regards to applicants who by virtue of their age (under 21 years) remain the financial responsibility of their parents or guardians, the Provider agrees to provide assessment information related to both the youth and their family, to the extent that such is available and necessary to the required "Under 21 Assessment" process related to establishing public assistance eligibility.
- V. Bed Capacity- The Provider will not admit or retain a number of persons in excess of 11.
- VI. Monitoring and Evaluation
 1. The Department reserves the right to conduct on-site visits and request information relevant to the provision of services, as previously described in this Agreement.
 2. The Provider agrees to provide the Department with a copy of its by-laws, upon request.
 3. The Provider agrees to provide the Department with such statistical reports as may be required, using a mutually agreeable format.
 4. All reports and information required under this section are to be submitted to the Department's Special Assistant on Community Affairs.

VII. Location of Services

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

Administrative Offices

27 North Main Avenue
Albany, New York 12203

Maternity Centers

29 North Main Avenue
Albany, New York 12203

4 Colby St.
Albany, NY 12206

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

EXHIBIT 2

Reimbursement and Reporting

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

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance programs.
2. Eligibility determinations, reimbursements, and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided from the date that initial eligibility is established. However, in the instance that admission occurs on an emergency basis during Department non-working hours, or after 3 p.m. on a working day, the Department will provide reimbursement retroactive to the date of admission, if eligibility is established on the next working day.
4. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations, and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
5. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide it to the resident. This form will include an indication of acceptance or denial, as well as the per diem rate to be paid. In the instance that a resident has an alternate source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will be fully responsible for collection of any remaining amount directly from the resident.
6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined, subsequent to the initial interview, the Department will assume payment responsibility up to the date ineligibility is established.
7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay, if the individual has made application to the Department and meets all eligibility requirements.

B. Reimbursement

1. The Provider will bill the Department for each resident determined eligible for reimbursement by the Department, and will send such to the designated public assistance contact person. The bill will include the name of each resident, social security or PA case numbers, and the actual dates of shelter stay charged. A copy of the Department's authorization(s) for the billed dates should also be attached. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.
2. Following receipt of the bill, the Department will generate a voucher to the Provider, to be reviewed for accuracy, signed and returned to the Department's Accounting Division. Payment will be generated upon receipt of the signed voucher.

APPENDIX A

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

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

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

A. DEFINITIONS

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

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

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

Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene and/or Social Services 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, 2020 - December 31, 2020. 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 New York State Mental Hygiene and/or Social Services 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.

Certificate of Coverage

Date: 4/17/2019

Certificate Holder The Roman Catholic Diocese of Albany 40 North Main Avenue Albany, NY 12203	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
Covered Location COMMUNITY MATERNITY SERVICES 27 N MAIN AVENUE ALBANY, NY 12203-0000	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	9072	7/1/2019	7/1/2020	Each Occurrence
				General Aggregate
				Products-Comp/OP Agg
				Personal & Adv Injury
				Fire Damage (Any one fire)
				Med Exp (Any one person)
Excess Liability				Each Occurrence
				Annual Aggregate
Other Automobile Liability	SI	7/1/2019	7/1/2020	Each Occurrence
				Claims Made
				Annual Aggregate
				Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of the Agreement by and between the County of Albany and Community Maternity Services, for the term of the certificate. Includes \$1,000,000 Property Damage Liability.

The National Catholic Risk Retention Group also participates in this coverage through Policy No. RRG 10239-12.

Holder of Certificate County of Albany Department of Social Services 162 Washington Avenue Albany, NY 12210	Cancellation Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
0085000741	Authorized Representative



Workers' Compensation Board

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

**Office of the Secretary
Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Community Maternity Services
WCB #: W591127
Tax ID #: 141541210
Qual Date: 9/1/1978

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 11th day of September 2019.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Nia Vroman-Dan

9/11/2019

RESOLUTION NO. 377

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

Introduced: 9/9/19:

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide temporary transitional shelter services to public assistance eligible homeless pregnant or parenting young women sixteen to twenty-two years of age, and

WHEREAS, The Commissioner of the Albany County Department of Social Services has requested authorization to enter into an agreement with Community Maternity Services regarding a Transitional Living Program and the provision of temporary transitional housing for public assistance eligible homeless pregnant or parenting young women sixteen to twenty-two years of age, and

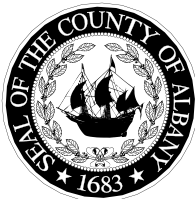
WHEREAS, The maternity shelter is a state-certified 11-bed shelter for females who require transitional housing, room, board, supervision, information referral, case management, parenting education, independent living skills, advocacy, medical, mental health systems and other appropriate support services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Community Maternity Services regarding the provision of temporary transitional shelter services to public assistance eligible homeless pregnant or parenting young women sixteen to twenty-two years of age for the term commencing January 1, 2020 and ending December 31, 2020 in an amount not to exceed \$300,000, and, be it further

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

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

Adopted by unanimous vote - 9/9/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(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,

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

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary.

Department procedures require recipients to contact both providers to obtain the lowest quote for their moving and/or storage services. DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

Sincerely,

Michele G. McClave
Commissioner

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



Legislation Text

File #: TMP-1773, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Moving)

Date: 7/21/2020
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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Don's Moving & Storage
981 Broadway
Albany, NY

Additional Parties (Names/addresses):

Liedkie Moving & Storage
2696 Curry Rd
Schenectady, NY

Amount/Raise Schedule/Fee: \$150,000
Scope of Services: Moving and storage services for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: 18 NYCRR 352.6

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642

Revenue Amount: \$70,950.00 \$14,834.00 \$13,950.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046

Appropriation Amount: \$70,950.00 \$51,150.00 \$27,900.00

Source of Funding - (Percentages)

Federal: 47.3%

State: 19.2%

County: 33.5%

Local: .

Term

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: 413

Date of Adoption: 10/15/2019

Justification: (state briefly why legislative action is requested)

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary. Department procedures require recipients to contact both vendors to obtain the lowest quote for their moving and/or storage services.

Local Social Services districts (DSS) are required to provide for payment of moving services on behalf of a temporary assistance recipient when the client demonstrates the need and the relocation falls into any of the following categories:

(1) The move is to a less expensive rental property and the amount paid for a security deposit and moving expenses is less than the amount of a two-year difference in rentals; or

(2) The move is necessitated by one of the following criteria:

a) The need to move results from a disaster/catastrophe and/or a vacate order placed against the premises by a health agency or code enforcement agency;

b) The move is necessitated by a serious medical or physical handicap condition. Such need must be verified by

specific medical diagnosis;

- c) The individual or family is rendered homeless as a result of having been put out by another occupant with whom they were sharing accommodations;
- d) The move is from temporary to permanent housing;
- e) The move is from permanent housing to temporary housing whenever necessary due to the unavailability of permanent housing;
- f) Move is from one temporary accommodation to another temporary accommodation whenever necessary due to the unavailability of permanent housing;
- g) The move is from an approved relocation site or to an approved cooperative apartment; or
- h) There is a living situation which adversely affects the mental or physical health of the individual or family, and the need for alternate housing is urgent, and not issuing a security deposit, moving expenses and/or brokers' or finders' fees would prove detrimental to the health, safety and well-being of the individual or family.

DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possess a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

During calendar year 2019 110 clients were served for Moving and/or Storage services.