

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Thursday, October 29, 2020

5:30 PM

Held Remotely

Public Safety Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

3. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET
4. AUTHORIZING AN AGREEMENT WITH WEBSMART CHEVROLET FOR THE PURCHASE OF SIX VEHICLES FOR THE ALBANY COUNTY SHERIFF'S OFFICE
5. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE NEW YORK STATE CANAL CORPORATION REGARDING REIMBURSEMENT FOR MARINE PATROL SERVICES
6. AUTHORIZING AN AGREEMENT BETWEEN THE ALBANY COUNTY SHERIFF'S OFFICE AND BETTER HEALTH FOR NORTHEASTERN NEW YORK, INC TO PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS REFERRED BY ALBANY MEDICAL CENTER
7. AUTHORIZING AN AGREEMENT WITH H2M ARCHITECTS & ENGINEERS FOR THE CLARKSVILLE 911-EOC PROJECT

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Thursday, August 27, 2020

5:30 PM

Held Remotely

Public Safety Committee

PREVIOUS BUSINESS:

Present: William M. Clay, Robert J. Beston, Gilbert F. Ethier, Gary W. Domalewicz, Beroro T. Efekoro, George E. Langdon and Patrice Lockart

Excused: Frank J. Commisso and Sean E. Ward

1. APPROVING PREVIOUS MEETING MINUTES

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

2. LOCAL LAW NO. "H" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, REPEALING LOCAL LAW 1 FOR 2016 AND PROHIBITING THE USE AND SALE OF SPARKLING DEVICES

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

CURRENT BUSINESS:**3. AUTHORIZING AN AGREEMENT WITH AOW ASSOCIATES INC. REGARDING GENERAL CONTRACTOR SERVICES AT THE CLARKSVILLE PUBLIC SAFETY BUILDING**

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

4. AUTHORIZING AN AGREEMENT WITH ECKERT MECHANICAL, LLC REGARDING PLUMBING CONSTRUCTION SERVICES AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

5. AUTHORIZING AN AGREEMENT WITH ECKERT MECHANICAL, LLC REGARDING MECHANICAL CONSTRUCTION SERVICES AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

6. AUTHORIZING AN AGREEMENT WITH CKM ELECTRICAL SERVICES REGARDING ELECTRICAL CONSTRUCTION SERVICES AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

7. AUTHORIZING AN INTER-MUNICIPAL AGREEMENT REGARDING THE BYRNE JUSTICE ASSISTANCE GRANT PROGRAM FUNDING

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

8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE 2021 POLICE TRAFFIC SERVICES GRANT

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

9. AMENDING RESOLUTION NO. 452 FOR 2015 REGARDING THE E911 RECORDS MANAGEMENT SYSTEM

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

10. AUTHORIZING AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES TO UPGRADE THE CORE E-911, COMPUTER AIDED DISPATCH, MOBILE DATA, FIELD OPERATIONS AND RECORDS MANAGEMENT SYSTEMS

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



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

September 27, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow Albany County to apply for and enter into the contract for the FY 2020 Emergency Management Performance Grant with the Division of Homeland Security and Emergency Services. This grant is part of the ongoing SHSP (State Homeland Security Program) grant program. We were recently notified of our 2020 allocation under this program. While we don't actually apply to receive this grant, we must submit an application form showing how the money will be spent on emergency management functions.

The grant award allocated for Albany County is \$116,987 and covers the grant period 10/1/2019-9/30/2022. We usually receive this grant every year but there is no guarantee the program will continue in the future. Last year we received a grant of \$116,085. These grant funds will be utilized to cover equipment, supplies and preparedness items used in our ongoing emergency management activities and to provide equipment for the new Emergency Operations Center. The grant has a 50% matching requirement. We will use salaries of our emergency management personnel as the match.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple Sr.
Craig D. Apple Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : SEPTEMBER 21, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) X
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

TO ACCEPT THE FY2020 EMPG GRANT- EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE AMOUNT OF \$116,987 AND THE CORRESPONDING BUDGET AMENDMENT

CONCERNING BUDGET AMENDMENTS

STATE, THE FOLLOWING

INCREASE ACCOUNT/LINE NO. A33110.03305EMP19 (CIVIL DEFENSE)

SOURCE OF FUNDS: NYS DIVISION OF HOMELAND SECURITY

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____

GRANT: NEW X

RENEWAL _____

SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____

RELEASE OF LIABILITY _____

OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

JOHN P MELVILLE, COMMISSIONER
DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES
1220 WASHINGTON AVENUE, BLDG 7A, SUITE 710, ALBANY 12242

AMOUNT/RATE SCHEDULE/FEE:

\$ 116,987.00 (50%MATCH FUNDING)

TERM: 10/1/2019-9/30/2022

SCOPE OF SERVICES: SUPPORTS PLANNING AND EMERGENCY
MANAGEMENT FUNCTIONS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X

FUNDING SOURCE: NYS DIVISION OF HOMELAND SECURITY (DHSES)

COUNTY BUDGET ACCOUNTS:

REVENUE: A33110.04305 - CIVIL DEFENSE

APPROPRIATION: A93110.22750 (SECURITY EQUIPMENT)

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE 100%

COUNTY _____

TERM/LENGTH OF FUNDING 10/01/2019 - 9/30/2022

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 20-048 COPY ATTACHED

DATE OF ADOPTION: 2/10/2020

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

SUPPORTS EMERGENCY MANAGEMENT OFFICE AND ITS PROGRAMS PER AWARD LETTER
DATED 8/11/2020 (ATTACHED)

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

2020 BUDGET AMENDMENT										
APPROPRIATIONS										
RESOLUTION NO.	BTCH	ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE	DECREASE			
		A9	3110	2 2750	EMP20 SECURITY EQUIPMENT	116,987.00				CREATE
TOTAL APPROPRIATIONS						116,987.00	0.00			
REVENUES										
RESOLUTION NO.	BTCH	ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE	INCREASE			
		A3	3110	03305	EMP20 CIVIL DEFENSE	0.00	116,987.00			CREATE
TOTAL REVENUES						0.00	116,987.00			
GRAND TOTALS						116,987.00	116,987.00			

Attn: Comptrollers Office - project code - EMP20 (Description "EMPG 2020 Grant")



**Homeland Security
and Emergency Services**

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

August 11, 2020

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to inform you that Albany County is awarded \$1,169,987 under the FY2020 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. The performance period for this grant is from October 1, 2019 through September 30, 2022.

The FY2020 EMPG application documents and grant guidance are being sent to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than August 31, 2020. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (866) 837-6133.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact my Program Manager of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Brian Wood, Commander, Albany County Critical Incident Emergency Management
Thomas M. Remmert, Deputy Director, Albany County Emergency Management

Emergency Management Performance Grant (EMPG): Work Plan

Project Description: In the space below, please provide a short narrative summary (250 words or less) of the proposed project for which Local EMPG funds v

Albany County will use \$116,987.00 of EMPG funding to conduct planning and emergency management functions consistent with the grant guidelines and federal initiatives during the period October 1, 2019 through September 30, 2022. The project will include the acquisition of emergency scenes such as remote monitoring of ice jams. Additionally computer equipment and related software as well as other equipment and supplies related to the ongoing emergency management programs will be acquired with grant funds. We are in the process of equipping the command post. In the meantime, items such as the display monitors, TV monitors and other equipment will all be either table mounted or mounted on moveable stands. None of this equipment will be attached to the building. A portion of the grant will be used to fund salary and fringe for

Budget Item Description	Grant Funds	Matching Funds	Federal Spending Category	NYS Budget Category	Authorized Equipment List (AEL) Number	Total Cost	Deployable?*	Sharable?***	Sustaining or Developing New Capability?
Flat Panel monitors, 50", with table mount, touch screen, for EOC - quantity 5	\$ 43,200.00	\$ -	Equipment	Equipment	04MD-03-DISP	\$ 43,200.00	No	Yes	Sustaining capability developed without federal funds
Smart board system, for EOC	\$ 10,000.00	\$ -	Equipment	Equipment	04MD-03-DISP	\$ 10,000.00	Yes	Yes	Sustaining capability developed without federal funds
Video conferencing equipment for remote viewing of EOC	\$ 8,500.00	\$ -	Equipment	Equipment	06CP-05-VCNB	\$ 8,500.00	No	No	Sustaining capability developed without federal funds
Magnetic White Boards, for EOC, quantity 2	\$ 1,200.00	\$ -	Equipment	Equipment	21GN-00-OCEQ	\$ 1,200.00	No	No	Sustaining capability developed without federal funds
Smart Podium with AV Controls for EOC	\$ 2,500.00	\$ -	Equipment	Equipment	21GN-00-OCEQ	\$ 2,500.00	No	No	Sustaining capability developed without federal funds
Portable emergency lighting for use at emergency scene command post	\$ 27,374.00	\$ -	Equipment	Equipment	03OE-03-LTPA	\$ 27,374.00	Yes	Yes	Sustaining capability developed without federal funds
Portable generators, 3,500 watt, quantity 6	\$ 9,000.00	\$ -	Equipment	Equipment	10GE-00-GENR	\$ 9,000.00	Yes	Yes	Sustaining capability developed without federal funds
50" LED TV's for offices for EOC personnel to monitor EOC and situational awareness and video conferencing, quantity 2	\$ 1,200.00	\$ -	Equipment	Equipment	04MD-03-DISP	\$ 1,200.00	No	No	Sustaining capability developed without federal funds
Miscellaneous equipment and supplies needed to sustain existing programs	\$ 11,513.00	\$ -	Equipment	Equipment	21GN-00-OCEQ	\$ 11,513.00	Yes	No	Sustaining capability developed without federal funds
Personnel to conduct planning activities	\$ 2,000.00	\$ 83,562.00	Management & Administration	Personnel	NA	\$ 85,562.00	Yes	No	Sustaining capability developed without federal funds
Personnel to conduct planning activities	\$ 500.00	\$ 33,425.00	Management & Administration	Fringe Benefits	NA	\$ 33,925.00	Yes	No	Sustaining capability developed without federal funds

Grant Funds	Match	Overall Cost
\$116,987	\$116,987	\$233,974

Totals:

*Note: FEMA identifies a deployable asset as any capability that is physically mobile and can be used anywhere in the United States. Examples would include response teams (e.g. HazMat, Tactical or CERT), mobile radios, CBRNE detection equipment, sheltering supplies, etc.
 **Note: FEMA identifies a shareable asset as any non-deployable capability that can be utilized to augment and sustain reinforced response at the regional, state or national level. Examples would include a fusion center, emergency operations center, etc.

RESOLUTION NO. 48

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2019 Emergency Management Performance Grant funding in an amount of \$116,085 for a term commencing October 1, 2018 and ending September 30, 2021, and

WHEREAS, The Albany County Sheriff has indicated that the aforementioned grant funds will be utilized to pay for equipment, supplies and preparedness items used in the Sheriff's Office's ongoing emergency management activities, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the 2019 Emergency Management Performance Grant funding into the 2020 Sheriff's Office Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2019 Emergency Management Performance Grant funding in an amount of \$116,085 for a term commencing October 1, 2018 and ending September 30, 2021, and, be it further

RESOLVED, That the 2020 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3305 Civil Defense by \$116,085

Increase Appropriation Account A3110.2 by \$116,085 by increasing Line Item A3110 2 2750 Security Equipment by \$116,085

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 - 2/10/20

Mr. A. Joyce abstained.

Please fill-in the appropriate contact information requested below:

Contact Information - Application

Jurisdiction Name

Primary Point of Contact

Responsible Agency

Address

Phone Number(s)

E-Mail Address

Contact Information - Fiscal

Fiscal Point of Contact

Responsible Agency

Address

Phone Number(s)

E-Mail Address

Contact Information - Signatory

Authorized Signatory Contact

Responsible Agency

Address

Phone Number(s)

E-Mail Address



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

September 14, 2020

Honorable Andrew C. Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

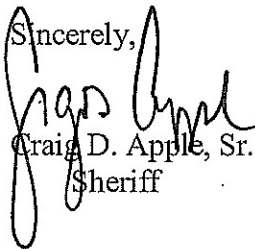
ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the members of the Albany County Legislature.

Legislative approval is being requested authorizing the Albany County Sheriff's Office to purchase six vehicles from Websmart Chevrolet at \$23,840.56 each with a total cost of \$143,043.54.

Websmart Chevrolet was the lowest bidder for the vehicles.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : SEPTEMBER 15, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR
 COMMITTEE MEETING: PUBLIC SAFETY

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____
- THE SHERIFF'S OFFICE IS LOOKING TO PURCHASE EQUIPMENT TOTALING MORE THAN \$100,000.
- WE ARE PURCHASING 6 VEHICLES FROM WEBSMART CHEVROLET FOR \$143,043.54

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) X
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: **PARTY (NAME/ADDRESS):**
WEBSMART CHEVROLET
5049 W. RIDGE ROAD
SPENCERPORT, NY 14559
AMOUNT/RATE SCHEDULE/FEE:
\$143,043.54
TERM: **ONE TIME PURCHASE**
SCOPE OF SERVICES: **PURCHASE OF VEHICLES FOR PATROL STATION**

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES Y NO
FUNDING SOURCE: **COUNTY BUDGET**
COUNTY BUDGET ACCOUNTS:
REVENUE:
APPROPRIATION: **A93110.2.2400**
BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X
IF MANDATED CITE: AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A93110.2.2400

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
COUNTY **100%**
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER:
DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
LEGISLATIVE APPROVAL IS NEEDED FOR PURCHASES OF \$100,000 OR MORE.

WEBSMART WAS THE LOWEST BIDDER FOR THE VEHICLES

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: **CRAIG D APPLE SR**
TITLE: **SHERIFF**

Model Year	Make	Model & Tr	Model Cod	Exterior Cd	Interior Col	Seat Fabric	Drive Type	Fuel Type	NYS Base	NYS Disco	NYS Base	NYS Afterm	Total Num	NYS Price fo	Revised NYS Price for Vehicle
2020	CHEVROLE	EQUINOX L	1XX26	SILVER	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
2020	CHEVROLE	EQUINOX L	1XX26	BLACK	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
2020	CHEVROLE	EQUINOX L	1XX26	SILVER	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
2020	CHEVROLE	EQUINOX L	1XX26	BLACK	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
2020	CHEVROLE	EQUINOX L	1XX26	GRAY	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
2020	CHEVROLE	EQUINOX L	1XX26	BLACK	GRAY		AWD	GAS	\$27,841.40	14.37%	\$23,840.59	\$0.00	1	\$23,840.59	
														\$143,043.54	

WEBSMART CHEVROLET
5049 W. RIDGE ROAD
SPENCERPORT, NY 14559
(585) 352-3434

Rank	Name	Model Year
1	Websmart Chevrolet LLC	2020
1	Websmart Chevrolet LLC	2020
1	Websmart Chevrolet LLC	2020
1	Websmart Chevrolet LLC	2020
1	Websmart Chevrolet LLC	2020
6	Denooyer Chevrolet Inc	2020
6	Denooyer Chevrolet Inc 1	2020
6	Denooyer Chevrolet Inc	2020
6	Denooyer Chevrolet Inc	2020
6	Denooyer Chevrolet Inc	2020
6	Denooyer Chevrolet Inc	2020

Make	Model & Trim Level	Total Number of Vehicle	NYS Price for Vehicle
CHEVROLET	EQUINOX LS	1	\$23,840.59
CHEVROLET	EQUINOX LS	1	\$23,840.59
CHEVROLET	EQUINOX LS	1	\$23,840.59
CHEVROLET	EQUINOX LS	1	\$23,840.59
CHEVROLET	EQUINOX LS	1	\$23,840.59
chevrolet	equinox lt	1	\$28,152.10
chevrolet	equinox lt	1	\$28,152.10
chevrolet	equinox	1	\$28,152.10
chevrolet	equinox lt	1	\$28,152.10
chevrolet	equinox lt	1	\$28,152.10
chevrolet	equinox lt	1	\$28,152.10

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Evaluation
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Evaluation
Evaluation



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

September 14, 2020

Honorable Andrew C. Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

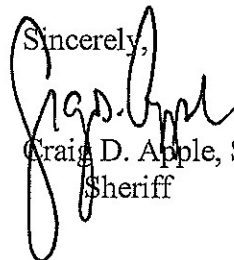
The attached correspondence is forwarded for presentation to the members of the Albany County Legislature.

Legislative approval is required in order to allow the Albany County Sheriff's Office to accept grant funding from the New York State Canal Corporation as reimbursement for expenses related to patrolling the waterways within Albany County which are contiguous to the New York State Canal System. The award is for \$6,000.00 with a \$2,000.00 match.

The term of this contract will be April 1, 2020 through March 31, 2021.

The authorization to apply for this grant is found in RLA 20-265.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE: SEPTEMBER 2, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
 - AMENDMENT OF PRIOR LEGISLATION _____
 - APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
 - BOND APPROVAL _____
 - BUDGET AMENDMENT(SEE BELOW) _____
 - CONTRACT AUTHORIZATION (SEE BELOW) X
 - ENVIRONMENTAL IMPACT _____
 - HOME RULE REQUEST _____
 - PROPERTY CONVEYANCE _____
 - OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) X
- TO ACCEPT GRANT FUNDS FROM THE NYS CANAL CORP FOR THE PERIOD OF 4/1/2020 -
3/31/2021 AND ENTER INTO A CONTRACT WITH THE NYS CANAL CORP,

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW X
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):
NYS CANAL CORP.
30 SOUTH PEARL STREET, ALBANY ,NY 12207

AMOUNT/RATE SCHEDULE/FEE:
\$ 6,000 WITH A COUNTY MATCH OF \$ 2,000.

TERM: 4/1/2020 THRU 3/31/2021

SCOPE OF SERVICES: NYS CANAL CORP MATCH GRANT
PROGRAM

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

FUNDING SOURCE: NYS CANAL CORPORATION

COUNTY BUDGET ACCOUNTS:

REVENUE: A3110.03315

APPROPRIATION: PERSONNEL EXPENSE LINES

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X NO _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____
A33110.03315

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE 75%

COUNTY 25%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 20-265

DATE OF ADOPTION: 8/10/2020

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THIS GRANT WILL ALLOW THE SHERIFF'S DEPT. TO RECOUP SOME OF THE FUNDS
SPENT ON THE NORMAL PATROLLING OF OUR WATERWAYS

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF



Canal Corporation

ANDREW M. CUOMO
Governor

JOHN R. KOELMEL
Chairman

BRIAN U. STRATTON
Director

May 28, 2020

Hon. Craig D. Apple
Albany County Sheriff
Albany County Courthouse
Albany, NY 12207

Re: 2020 Marine Patrol Grant – Albany County

Dear Sheriff Apple:

The Canal Corporation is pleased to announce the availability of funding for 2020 for matching grants to support new and existing local patrols on the Canal and Canalway Trail. Matching grants of up to \$40,000 will be available for local agencies which establish, operate, or expand public safety patrols under the following criteria:

- Patrol services shall be provided during operational hours of the canals, and additional coverage during planned local events (many events have been cancelled this year, but we will do our best to keep you updated on events and activities as the season progresses). Standard hours of operation for the 2020 navigation season are 7:00 a.m. to 5:00 p.m. (exceptions to standard operating hours can be found on the “Hours of Operation” page on the Canal Corporation’s website -- <http://www.canals.ny.gov/boating/hours.html>). We also recommend that you sign up for our Notices to Mariners, which will provide up-to-date information on progress we are making as we work toward a full reopening of the canals, as well as any other notices and alerts regarding water levels, construction or other conditions that will affect navigation (<http://www.canals.ny.gov/wwwapps/tas/tascanals/index.aspx>).
- Marine Patrols must patrol waters on, or contiguous to, the current and historical alignments of the New York State Canal System, cover the entirety of their determined jurisdiction, and provide supporting documentation of doing so.
- All officers assigned to patrols of the Canal or Canalway Trail supported by Canal Corporation funding must have appropriate certifications and accreditations for the operation of equipment utilized in the course of their public safety patrols.
- Local agencies must provide documentation of at least a 25 percent match of local funding to supplement that which is provided by the New York State Canal Corporation.
- All personnel must be familiar with, and have a working knowledge of, Canal Law and the Canal Corporation’s Rules and Regulations.

If your agency is interested in applying for this funding for 2020, please send a letter of interest detailing the type and cost of patrol you will establish, operate, or expand with Canal Corporation funding, along with an amount of funding requested, by COB **June 19, 2020** to my attention at:

Brian U. Stratton, Director
New York State Canal Corporation
30 South Pearl
Albany, NY 12207

I hope you will not hesitate to contact my office with any questions regarding this opportunity to enhance the safety and overall experience of the users of our Canal System and Canalway Trail. Thank you.

Sincerely,

Brian U. Stratton

Brian U. Stratton
Director

cc: J. Joyce

RESOLUTION NO. 265

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW YORK STATE CANAL CORPORATION REGARDING
REIMBURSEMENT FOR MARINE PATROL SERVICES

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Sheriff has indicated that this funding, which requires a County match of \$2,000, will be used to recuperate a portion of the funds spent on the patrolling of Albany County waterways which are contiguous to the New York State Canal System, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol in the amount of \$8,000 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

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

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

Adopted by unanimous vote - 8/10/20



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

August 13, 2020

Honorable Andrew C. Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

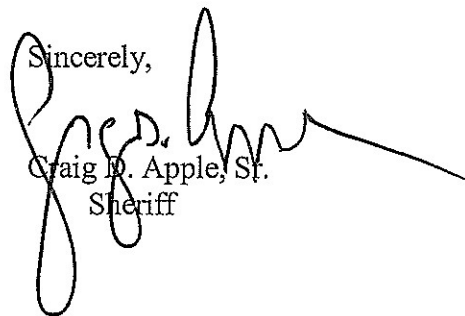
The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is being requested to authorize an agreement between Better Health for Northeast New York, Inc. (BHNNY) and the Albany County Sheriff's Office to provide temporary housing for homeless individuals who were discharged from and referred by Albany Medical Center Hospital.

Better Health for Northeast New York, Inc. (BHNNY) agrees to pay the Sheriff Office, the sum of \$137.00 per day for each homeless individual they refer and is housed in the Sheriff's Homeless Improvement Project (SHIP) program. The term of the contract is August 1, 2020 to April 30, 2021.

Should there be any questions, please do not hesitate to contact me.

Sincerely,



Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

REQUEST FOR LEGISLATIVE ACTION

DATE : AUGUST 13, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

THE SHERIFF'S DEPT. WANTS TO ENTER INTO AN AGREEMENT WITH BETTER HEALTH FOR
NORTHEAST NEW YORK, INC TO PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS
WHO WERE DISCHARGED FROM, AND REFERRED BY, ALBANY MEDICAL CENTER HOSPITAL

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

- INCREASE ACCOUNT/LINE NO. _____
- SOURCE OF FUNDS: _____
- TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES X
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: **PARTY (NAME/ADDRESS):**
BETTER HEALTH FOR NORTHEAST NEW YORK INC
1275 BROADWAY MC-216
ALBANY, NY 12204

AMOUNT/RATE SCHEDULE/FEE:
\$137 PER DAY PER BED PROVIDED

TERM: 8/1/2020 THRU 4/30/2021
SCOPE OF SERVICES:
WE WILL PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS
AS PART OF OUR SHIP PROGRAM

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
IT IS PART OF OUR 2021 BUDGET

COUNTY BUDGET ACCOUNTS:
REVENUE: A23150.02231

APPROPRIATION: _____

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X
IF MANDATED CITE: AUTHORITY _____
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)
FEDERAL _____
STATE _____
COUNTY 100%
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: _____
DATE OF ADOPTION: _____

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS AGREEMENT COULD PRODUCE UP TO \$100,000 IN REVENUE FOR THE COUNTY

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF



Better Health

for Northeast New York

A Partnership for Better Health

Temporary Housing Assistance Program Agreement

This Temporary Housing Assistance Program Agreement (this "Agreement") is entered into and made effective as of August 1, 2020 ("Effective Date"), by and between Better Health for Northeast New York, Inc. ("BHNNY"), located at 1275 Broadway MC-216, Albany, New York 12204, and the County of Albany ("Albany County"), on behalf of the Albany County Sheriff's Office ("ACSO"). Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. The New York State Department of Health ("DOH") has approved BHNNY to serve as the lead of a Performing Provider System ("PPS") under the New York State Delivery System Reform Incentive Payment Program ("DSRIP") to serve individuals enrolled in Medicaid and uninsured individuals in the counties of Albany, Columbia, Greene, Saratoga and Warren ("BHNNY Service Area").

B. Among other DSRIP projects and activities, BHNNY has elected to undertake a project to address the need for housing in Albany County. The goal of the Temporary Housing Assistance Program is to provide temporary housing and other assistance to individuals to address needs that can impact health, health outcomes, and healthcare utilization.

C. ACSO has established the Sheriff's Homeless Improvement Project ("SHIP") to provide temporary housing to homeless males age 18 or older in Albany County. ACSO wishes to participate in the Temporary Housing Assistance Program and has agreed to collaborate with BHNNY and other organizations in the BHNNY network ("BHNNY Network").

D. The Parties agree that ACSO is well-positioned to assist with the development and implementation of the Temporary Housing Assistance Program.

E. The Parties agree that improved access to housing, along with assistance with and access to other existing resources and services would benefit patients, potentially reduce preventable ER use, hospital admissions and readmissions, and advance DSRIP goals.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and for purposes of furthering immediate implementation of the Temporary Housing Assistance Program, the Parties agree as follows:

ARTICLE I DEFINITIONS

The terms used in this Agreement shall have the following meanings.

1. "CMS" means the Centers for Medicare and Medicaid Services.

2. **“Compliance Program”** means the program established by BHNNY to prevent, detect, and address compliance issues that arise with respect to PPS operations, projects or activities.
3. **“DSRIP Requirements”** means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.
4. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act.
5. **“Partner Organizations”** means organizations that have executed an agreement to participate in the PPS as a Partner Organization.
6. **“PHI”** means Protected Health Information as defined under HIPAA.
7. **“PPS”** has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state or municipal agencies that participate in PPS projects, operations, or activities to implement the PPS Project Plan and meet DSRIP goals.
8. **“PPS Policies and Procedures”** means policies and procedures duly adopted by BHNNY.

**ARTICLE II
BHNNY OBLIGATIONS**

Section 2.1. BHNNY Obligations. BHNNY shall oversee the Temporary Housing Assistance Program, including but not limited to tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. Payment. BHNNY shall pay Albany County in accordance with the payment terms in Article IV below.

**ARTICLE III
ALBANY COUNTY OBLIGATIONS**

Section 3.1. Services To Be Performed. ACSO shall assess and provide temporary housing for individuals who have been referred to the SHIP by an identified BHNNY PPS Partner Organization. Such services will specifically include the provision of temporary housing in the form of a single room within the facility established by the SHIP. Such services shall be delivered in accordance with generally accepted standards of practice and applicable federal, state, and local laws and regulations.

- a. Referrals. Referrals to the SHIP must be received in writing from a BHNNY Partner Organization. Referrals must be evaluated using the screening tool provided by BHNNY and accepted 7 days a week and at least 8 hours per day.
- b. Care Management Services. ACSO will use a variety of strategies to identify, engage, and drive the individual towards appropriate and

sustainable housing and healthcare utilization, including but not limited to the following tasks:

- Ensuring health insurance enrollment linking individuals to insurance navigators, as required.
- Establishing primary care physicians for individuals, or re-establishing communications and treatment with a primary care team.
- Supporting individuals in obtaining all prescribed medications, including securing medications and establishing a local, accessible pharmacy for provision of prescriptions and prescription education.
- Completing a Health Home referral for applicable individuals.
- Evaluating and coordinating an individual's need for additional medical care (e.g., home care).
- Evaluating and coordinating an individual's need for additional behavioral health treatment (e.g., substance abuse counseling).
- Evaluating and coordinating an individual's need for services that directly address outcome-driven social determinants of health needs.
- Assisting individuals in applying for income benefits and support.
- Providing education and access regarding transportation resources.
- Initiating housing applications.
- Developing and actively updating a formal transition plan for all individuals.

- c. Temporary Housing. All referrals for temporary housing in the SHIP will be authorized for an initial period of 60 days. Requests for extension of service beyond 60 days must be submitted and approved in form and process provided by BHNNY.

Section 3.2. Reporting. ACSO will report to BHNNY as specified in Exhibit A. Albany County understands that BHNNY will rely on the information submitted by ACSO in submitting reports to DOH and agrees that all data, reports and documentation submitted by ACSO under this Agreement shall be accurate and complete.

Section 3.3. Compliance. In providing services pursuant to this Agreement, Albany County shall comply with all applicable laws and regulations.

ARTICLE IV PAYMENT TERMS

Section 4.1. BHNNY shall pay Albany County a per diem rate of \$137 per individual occupied room per day, up to a maximum amount of \$376,815 over the term of this Agreement and upon the submission of itemized invoices. Invoices must be generated no more frequently than monthly, and must reconcile to the Service Occupancy Report as described in Exhibit A. Albany County agrees to use the funds only for the purpose pursuant to this Agreement, and for no other purpose.

Section 4.2. Notwithstanding anything to the contrary in this Agreement, in the event that it becomes possible for Albany County to be compensated for any of the services provided by ACSO pursuant to this Agreement, by Medicaid or any other third-party payer, Albany County and BHNNY agree to enter into a mutually acceptable amendment to this Agreement to reduce the compensation payable pursuant to Section 4.1 by the amount of such compensation that Albany County is able to receive from Medicaid or any other third-party payer.

ARTICLE V BUSINESS ASSOCIATE AGREEMENT

Section 5.1. Business Associate Agreement. The Parties will enter and be bound by a reciprocal Business Associate Agreement ("BAA") that will govern the sharing of PHI under this Agreement. This Agreement shall be interpreted and applied by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE VI TERM AND TERMINATION

Section 6.1. Term. This Agreement shall commence on the Effective Date and shall terminate on April 30, 2021.

Section 6.2. Termination by BHNNY. BHNNY may terminate this Agreement in the event that:

- a. Albany County breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from BHNNY regarding the breach (or such other longer cure period as BHNNY deems reasonable under the circumstances);
- b. Upon thirty (30) days' written notice, if BHNNY fails to receive sufficient DSRIP Funds from DOH to meet its financial obligations, except that in the event this clause is triggered, the Parties may renegotiate the terms of this Agreement to provide for partial payment and partial delivery of services;
or
- c. Upon twenty-four (24) hours' written notice to ACSO if any license, certification or government approval of ACSO material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 6.3. Termination by Albany County. Albany County may terminate this Agreement in the event that BHNNY breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Albany County regarding the breach (or such other longer cure period as Albany County deems reasonable under the circumstances). In addition, Albany County may terminate this Agreement upon twenty-four (24) hours' written notice to BHNNY, if BHNNY is suspended or excluded from DSRIP or the New York State Medicaid Program.

Section 6.4. Termination Without Cause. This Agreement may be terminated by either party, at any time, without cause, upon thirty (30) days' prior written notice. BHNNY shall pay for satisfactory Services performed prior to the effective date of the termination.

**ARTICLE VII
DATA USE AND CONFIDENTIALITY**

Section 7.1. Business Associate Agreement. The Parties agree that in order to implement the Temporary Housing Assistance Program, they will need to exchange PHI, which shall be governed by the reciprocal BAA noted above.

Section 7.2. Duty to Protect Confidential Medical Information. The Parties agree that they will only use and share PHI with one another and, as necessary, other providers in the BHNNY Network in a manner consistent with: (i) HIPAA; (ii) Part 2 Substance Use Disorder Treatment requirements; (iii) all other applicable state and federal laws and regulations; (iv) DSRIP program guidance issued by DOH or CMS; (v) the Business Associate Agreement noted in Section 5.1; and (vi) applicable PPS Policies and Procedures. To the extent legally required, or required by PPS Policies and Procedures, Albany County shall seek any necessary consent from Eligible Patients in order to share data to provide the services pursuant to this Agreement and to meet DSRIP performance goals.

**ARTICLE VIII
RECORD RETENTION**

Section 8.1. Obligation to Maintain Records. The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law and DSRIP Requirements and PPS Policies and Procedures.

**ARTICLE IX
REPRESENTATIONS AND WARRANTIES**

Section 9.1. Representations and Warranties of BHNNY. BHNNY hereby represents and warrants to Albany County that neither BHNNY, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. Representations and Warranties of Albany County. Albany County hereby represents and warrants to BHNNY that:

- (a) Neither Albany County nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and
- (b) Albany County's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.

**ARTICLE X
INDEPENDENT CONTRACTORS**

Section 10.1. Legal Relationship. BHNNY and Albany County understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither BHNNY nor Albany County is an employee, partner, or joint venturer of the other.

**ARTICLE XI
LEGAL COMPLIANCE**

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the BHNNY Compliance Program.

**ARTICLE XII
INDEMNIFICATION AND LIMITATION OF LIABILITY**

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs asserted or incurred in connection with the indemnifying Party's (a) failure to perform its obligations under this Agreement; (b) negligent acts or omissions in carrying out services and obligations under this Agreement, or (c) violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

**ARTICLE XIII
NOTICE**

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested or via email:

If to BHNNY:

Attn: Louis Filhour
Chief Executive Officer
1275 Broadway
Albany, NY 12204
Email: FilhouL@amc.edu

If to Albany County:

Attn: Sheriff Craig D. Apple
Albany County Sheriff's Office
16 Eagle Street
Albany, NY 12211

and Albany County Attorney
112 State Street, Room 600
Albany, NY 12207

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

**ARTICLE XIV
GENERAL PROVISIONS**

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the Reporting Schedule as set forth

in Exhibit A, which may be amended by BHNNY from time to time by reasonable advance written notice to Albany County; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, BHNNY may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify Albany County in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 14.3. Entire Agreement. This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except that this Agreement shall not override or nullify the Business Associate Agreement entered into by the Parties to the extent the agreement is applicable.

Section 14.4. Waivers. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 14.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. Non-Discrimination. Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

THE COUNTY OF ALBANY

By: _____
Name: _____
Title: _____
Date: _____

BETTER HEALTH FOR NORTHEAST NEW YORK, INC.

By: _____
Louis Filhour
Chief Executive Officer
Date: _____



Better Health
for Northeast New York
A Partnership for Better Health

Exhibit A **Reporting Requirements**

ACSO will document all referrals, screenings, interactions and discharge discussions in a format or template provided by BHNNY.

ACSO will submit monthly Service Occupancy reports including the following client-level information for clients served in the prior month in a format or template provided by BHNNY:

- Name
- Referral Source
- Insurance Type
- Service Provided
- Referrals Made

ACSO will also submit monthly, in format or template as provided by BHNNY which includes the following information:

- Number of clients enrolled in a Medicaid Managed Care Plan or other insurance program,
- Number of clients who have identified having a Primary Care Provider and who have had a primary care visit within the last year,
- Number of clients participating in a Substance Abuse Treatment program and the number of clients that should have been,
- Number of clients participating in a Behavioral Health Services and the number of clients that should have been,
- Number of clients participating in a Health Home and the number of clients that should have been,
- Number of clients provided affordable and supportive housing and the number of clients who needed housing,
- Number of clients achieving food security and the number of clients that needed food (enrollment SNAP, engagement in pantry assignment, nutritional counseling)
- Number of clients receiving transportation coordination services and the number who needed transportation,
- Number of clients receiving education, training and/or job assistance and the number who needed education, training and/or job assistance.
- Number of clients who received assistance in securing public benefits (TANF, VA, SSD, SSI, Worker's Compensation, Unemployment, Pension ...) and the number of clients that needed these benefits,
- Number of clients receiving Narcan and/or participating in needle exchange program and the number of clients who needed the service/program but did not participate when offered.

Monthly Reports must be submitted by the 10th of the month, following the month of service. Additional information regarding required documentation and submission requirements are detailed in documentation provide by BHNNY.



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Exhibit B: Extension of temporary housing for referred individuals through the Sheriff's Homeless Improvement Project (SHIP)

SHIP staff will work diligently with all individuals to address their specific social determinants of health needs and other concerns that may be barriers to them achieving positive health outcomes and obtain stable, long term housing in their community of choice. BHNNY realizes that because of client need, programmatic need, and/or process timelines for achieving stable housing, extensions of time in the program may be needed beyond the initial 60-day period.

In the specified circumstances, SHIP staff may request a temporary housing extension by employing the following steps:

1. A BHNNY Request for Extension form is completed. This includes a reason for the extension request and the individual's signature, indicating his/her need for additional time in the program.
2. The form is transmitted to the BHNNY PMO office via MoveIT at least 7 days prior to the individual's anticipated planned discharge date.
3. BHNNY's Chief Medical Officer, or designee, approves or denies the request and the response is sent to SHIP personnel within 2 business days. Efforts will be made for a same day response, when possible.
4. As part of this contract, SHIP commits to a regular review of extension requests, with quarterly reports to BHNNY. The aim of the review processes is to assess and respond to any barriers that may be in the way of individuals discharging in the prescribed timeframe.

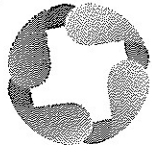


BHNNY – Sheriff’s Homeless Improvement Project (SHIP) Request for Extension of Services Form

I. Shelter Resident Information	
First Name:	Last Name:
DOB:	Admission Date:
(Original) Planned Discharge Date:	
Admission Reason(s):	
<i>I agree to this request for an extension of services. I agree that more time in the SHIP program will help me to obtain stable housing and help me address any of my health issues.</i>	
Shelter Resident Signature: _____	

II. Extension of Services Request Information	
Reason for Request:	
Additional Detail Related to Extension Request:	
Requested (Revised) Discharge Date:	
Requested Submittal Date:	
Program Director – Name:	
Signature:	_____
Date signed:	

III. Extension of Services Request – Response / BHNNY – Chief Medical Officer	
Service Extension – Response:	
Service Extended Through (Date):	
Chief Medical Officer (or designee)	Kallanna Manjunath, MD, FAAP, CPE
Signature:	_____
Date of Signature:	
Comments:	



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BHNNY – Sheriff’s Homeless Improvement Project (SHIP) Request for Extension of Services Form

I. Shelter Resident Information	
First Name:	Last Name:
DOB:	Admission Date:
(Original) Planned Discharge Date:	
Admission Reason(s):	
<p><i>I agree to this request for an extension of services. I agree that more time in the SHIP program will help me to obtain stable housing and help me address any of my health issues.</i></p>	
Shelter Resident Signature: _____	

II. Extension of Services Request Information	
Reason for Request:	
Additional Detail Related to Extension Request:	
Requested (Revised) Discharge Date:	
Requested Submittal Date:	
Program Director – Name:	
Signature:	_____
Date signed:	

III. Extension of Services Request – Response / BHNNY – Chief Medical Officer	
Service Extension – Response:	
Service Extended Through (Date):	
Chief Medical Officer (or designee)	Kallanna Manjunath, MD, FAAP, CPE
Signature:	_____
Date of Signature:	
Comments:	