

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Thursday, September 30, 2021

5:00 PM

Held Remotely

Health Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AUTHORIZING AN AGREEMENT WITH THE ADDICTIONS CARE CENTER OF ALBANY, INC. AND AMENDING THE 2021 DEPARTMENT OF MENTAL HEALTH BUDGET

CURRENT BUSINESS:

3. ESTABLISHING A MENSTRUAL EQUITY POLICY FOR ALBANY COUNTY FACILITIES AND AMENDING THE 2021 ALBANY COUNTY BUDGET
4. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "K" FOR 2021 A LOCAL LAW TO PROVIDE FOR THE SAFE DISPOSAL OF OPIOID MEDICATIONS
5. LOCAL LAW NO. "K" FOR 2021: A LOCAL LAW TO PROVIDE FOR THE SAFE DISPOSAL OF OPIOID MEDICATIONS
6. AUTHORIZING AN AGREEMENT WITH REHABILITATION SUPPORT SERVICES, INC. REGARDING CASE MANAGEMENT SERVICES FOR THE COUNTY RE-ENTRY PROGRAM AND AMENDING THE 2021 DEPARTMENT OF MENTAL HEALTH BUDGET
7. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION TO PROVIDE TRAINING COURSES FOR LEAD BASED PAINT REMEDIATION
8. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE COVID19 VACCINE RESPONSE PROGRAM
9. AMENDING RESOLUTION NO. 349 FOR 2019 AS AMENDED BY RESOLUTION NO. 398 FOR 2020 REGARDING THE MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Thursday, August 26, 2021

5:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room, 1st Floor**

Health Committee

PREVIOUS BUSINESS:

Present: Legislator Raymond F. Joyce, Peter B. Tunny, Sean E. Ward, Wanda F. Willingham, Robert J. Beston and Richard N. Touchette

Excused: Legislator Dustin M. Reidy, Alison McLean Lane and Matthew J. Miller

1. APPROVING PREVIOUS MEETING MINUTES

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

2. AUTHORIZING AN AGREEMENT WITH THE ADDICTIONS CARE CENTER OF ALBANY, INC. AND AMENDING THE 2021 DEPARTMENT OF MENTAL HEALTH BUDGET

This proposal was tabled at the request of the Committee.

CURRENT BUSINESS:**3. AUTHORIZING THE RENEWAL OF A CONTRACT FOR RE-ENTRY SERVICES WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**

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

4. AMENDING THE 2021 DEPARTMENT OF MENTAL HEALTH BUDGET: ADMINISTRATIVE ADJUSTMENTS

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 SCHENECTADY COUNTY COMMUNITY COLLEGE REGARDING A COMMUNITY HEALTH WORKER INTERN PROGRAM

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

6. AMENDING RESOLUTION NO. 365 FOR 2015 AS AMENDED BY RESOLUTION NO. 172 FOR 2020 REGARDING THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM

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

7. AMENDING RESOLUTION NO. 199 FOR 2016 REGARDING THE LEAD POISONING PREVENTION PROGRAM GRANT

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 DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM

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

9. AMENDING RESOLUTION NO. 303 FOR 2020 AS AMENDED BY RESOLUTION NO. 378 FOR 2020 REGARDING COVID-19 FUNDING AND AMENDING THE 2021 DEPARTMENT OF HEALTH BUDGET

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

10. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NYS DEPARTMENT OF HEALTH REGARDING THE INDOOR RADON GRANT PROGRAM

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

11. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE EXPANDED PARTNER SERVICES PROGRAM

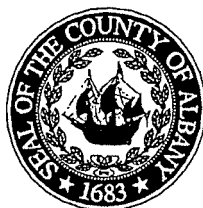
A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

12. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NYS DEPARTMENT OF HEALTH REGARDING THE PERINATAL AND INFANT COMMUNITY HEALTH COLLABORATIVES INITIATIVE

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

13. AMENDING THE 2021 DEPARTMENT OF HEALTH BUDGET: ADMINISTRATIVE ADJUSTMENTS

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



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Daniel C Lynch, Esq.
Deputy County Executive

Cindy G. Hoffman
Deputy Director

June 28, 2021

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to award RFP # 2021-051 Development of an Albany County Prevention Program to The Addictions Care Center of Albany Inc. (ACCA). Albany County Department of Mental Health also requests permission to enter into an agreement for services with ACCA as it relates to the awarding of RFP # 2021-051 (Albany County Prevention Program). ACCA proposes to engage the at-risk and hard-to-reach youth in drug prevention programs including middle and high school students from Albany County. NYS Office of Substance Abuse and Alcoholism Services (OASAS) shall provide pass through funding to ACCA through Albany County Department of Mental Health in the amount of \$147,369. There is no County share associated with the contract.

Feel free to contact me or Mark Gleason if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director Department of Mental Health

- cc: Hon. Dennis A. Feeney, Majority Leader
- Hon. Frank A. Mauriello, Minority Leader
- Rebekah Kennedy, Majority Counsel
- Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2562, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Albany County Department of Mental Health requests to award RFP # 2021-051 (Albany County Prevention Program), and also enter into an agreement with The Addictions Care Center of Albany (ACCA). Mental Health additionally requests to amend the 2021 budget.

Date:	6/24/21
Submitted By:	Mark Gleason
Department:	Mental Health
Title:	Operations Analyst
Phone:	518-447-3014
Department Rep.	
Attending Meeting:	Dr. Stephen Giordano, Director

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) Award RFP # 2021-051

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.:

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)

ACCA to implement a Drug Prevention Program

Contract Terms/Conditions:

Party (Name/address):

The Addictions Care Center of Albany 90 McCarty Avenue Albany NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$147,369

Scope of Services: Engage at-risk and hard-to-youth in drug prevention programs.

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

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: N/A

Revenue Amount: N/A

Appropriation Account and Line: Addictions Care Center of Albany /A94230.44428

Appropriation Amount: \$147,369

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/31/2021-7/30/2022

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: N/A

Date of Adoption: N/A

Justification: (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department of Mental Health requests permission to award RFP # 2021-051 Development of an Albany County Prevention Program to The Addictions Care Center of Albany Inc. (ACCA). Albany County Purchasing Department posted RFP # 2021-051 to the Empire State Bidnet Website, 22 agencies were invited to bid on the RFP, ACCA was the lone bidder. Albany County Department of Mental Health also requests permission to enter into an agreement for services with ACCA as it relates to the awarding of RFP # 2021-051 (Albany County Prevention Program). ACCA proposes to engage the at-risk and hard-to-reach youth in drug prevention programs including middle and high school students from Albany County. ACCA will introduce *Too Good for Drugs (TGFD)*, *Teen Intervene* and *SPORT Prevention Plus Wellness* programs to middle school and high school youth during their school day or afterschool programming. All programs introduced by ACCA are designed to reduce risk factors, promote active, healthy and substance-abuse free lifestyles among the youth of Albany County. The Department of Mental Health also requests approval for a budget amendment. NYS Office of Substance Abuse and Alcoholism Services (OASAS) shall provide pass through funding to ACCA through Albany County Department of Mental Health in the amount of \$147,369. There is no County share associated with the contract.

SECTION I: TITLE PAGE

**The Addictions Care Center of Albany, Inc.
Community Education & Prevention Services
90 McCarty Avenue, Albany NY 12202**

**Development of An Albany County Prevention Program
RFP# 2021-051**

Keith Stack, Executive Director-

kstack@theacca.net

(518) 465-5470 ext. 214

Jennifer Vitkus, Community Education Director- jvitkus@theacca.net

(518) 465-5829 ext. 412

June 11, 2021

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SECTION II: QUALIFICATIONS AND EXPERIENCE

Since 1967, the Addictions Care Center of Albany, Inc. (ACCA) has assisted individuals seeking treatment and housing for addiction and, since 1993, the agency has maintained formal community and school-based prevention education programming in the Capital District area. The ACCA has a strong history of serving the geographic area of Albany County and the Capital Region Economic Zone.

The Addictions Care Center of Albany (ACCA)'s mission is to empower individuals, families and communities to advance beyond addiction and overcome barriers to healing through an array of quality, compassionate care and prevention programs. ACCA programs include Outpatient programming: medically supervised intensive outpatient services and an outpatient program at 1044 Broadway in Albany, NY; Residential services: stabilization and rehabilitation programs for men, women and women with children at six locations in Albany and one in Warren County; Community education: substance abuse prevention education programs throughout the greater Capital Region schools and communities, professional development and New York State certified trainings and credentialing courses in the substance abuse field.

ACCA's Prevention Coordinator, Roland Riggins will develop and oversee the increased programming and program staff and will collect any required data, evaluate results, and prepare reports. Mr. Riggins has an extensive background in prevention education and relationships with the schools and community agencies throughout Albany County. Mr. Riggins will report to Jennifer Vitkus, Director of Community Education for ACCA, who has program and fiscal oversight. Mrs. Vitkus has 17 years of experience with ACCA, beginning as a prevention educator and is responsible for overseeing all community education and training programs, as they pertain to ACCA over the past 14 years. ACCA's Community Education programming is housed at 1044 Broadway in Albany, NY.

Keith W. Stack, Executive Director, is the authorized party for the Addictions Care Center of Albany. His office is in the Administration building on ACCA's main campus at 90 McCarty Avenue, Albany, NY 12202, phone: 518-465-5470, ext. 214.

ACCA is the only drug and alcohol rehabilitation program in Albany County that has a comprehensive community education program delivering evidence-based practices including

ensuring fidelity in the elementary, middle, high school, and colleges and the only OASAS certified training facility in the capital region. Any cross-training of staff in the community settings required for program delivery will be done by ACCA's Prevention Educators and training staff.

ACCA's current curricula includes "An Apple A Day" (non-evidenced based), "Too Good For Drugs" (evidenced based), and "Too Good For Violence" (evidenced based). Providing educational and supportive programs that include parenting programs, family support services, training opportunities, and community outreach. These programs are designed for grades k-4, 5 & 6, middle school, high school, and family-focused prevention programming, as well as afterschool programming during the school year and in parks and recreational sites during the summer months. The curriculums are delivered once a week, during a 45-minute session, for eight weeks.

During the 2019 school year, ACCA delivered the evidence based "Too Good for Drugs" within the Cohoes City, Albany City and Ravena Coeymans School District. The total number of students who were engaged in this programming is noted below:

Cohoes City School District

Abram Lansing: 374 students

Harmony Hill: 354 students

Van Schiack: 115 students

Albany City School District

Arbor Hill Community School: 36 students

Giffen Memorial School: 325 students

Thomas O'Brien Academy: 286 students

Ravena Coeymans School District

Pieter B. Coeymans: 270 students

In order to gauge our program effectiveness, ACCA implements pre and post surveys with students and participants. Facilitator evaluations are submitted to the teachers to offer feedback on programming and suggested areas for improvement.

Statistics from the 2019-2020 school year demonstrates the strength of ACCA's prevention programming to provide comprehensive substance abuse, bullying & gambling education in Capital District schools and community centers.

In order to best determine the needs of the community within which ACCA presents programming, the following resources are used consistently to provide an in-depth understanding of how prevention education needs to be presented:

- Behavioral Risk Factor Surveillance System (BRFSS). (Consumption)
 - Online BRFSS Analysis Tools: National; state-level; County including metropolitan/micropolitan
- Census Data includes American Community Survey estimates. (Risk/Protective factors)
- Community Health Assessment Clearinghouse.
- County Health Rankings & Roadmaps.
 - Online Analysis Tools: State, county
- Fatality Analysis Reporting System (FARS) (Consequence)
 - Online Analysis Tool: State
- Health Data NY.
- Kids' Well-being Indicators Clearinghouse (KWIC).
 - Online tools: State, county
 - Other relevant data sources
- National Survey on Drug Use and Health (NSDUH). (Consumption; Risk/Protective factors; Consequence)
 - Online Analysis Tools: National data; state-level data
- Uniform Crime Reporting. (Consequence)
 - Online Analysis Tools: State-level data; individual specific sheriff office & police dept-level data
- Youth Disconnection in America. (Risk/Protective factors)
 - Online Analysis Tools: State-level, congressional district level, metro area level, county-level
- Youth Risk Behavior Surveillance System (YRBSS). (Consumption; Risk/Protective factors)

- Online Analysis Tools: National data; state-level data, NYC borough-level data

In 2019, ACCA conducted focus groups in February and March of 2019. In connection with the Northeast Community Action Partnership, ACCA hosted an informational meeting for community members to discuss and voice concerns about the mental health and substance abuse affecting area youth. Questions were designed to engage members to be more proactive within their school districts to bring awareness to the issue our area youth continue to struggle with. Additionally, in March 2019, ACCA hosted a focus group regarding the need for evidence-based programming in schools K-12 with school personnel. Several area principals discussed their district needs for evidence-based programming at the Principal Guild. These focus groups assist ACCA's ability to gather data regarding the needs within the community for the kind of programming aimed at facilitating risk and preventative factors for the targeted population.

In March 2018, ACCA presented to area law enforcement at the monthly Law Enforcement Evaluation Committee to raise awareness of youth incidences of alcohol and drug use.

The above noted activities represent the widespread prevention activities that ACCA is commonly engage in within the Albany County community and beyond.

Resumes

JENNIFER VITKUS

E-mail: jvitkus9@gmail.com

44 Amanda Way, Schenectady NY 12309

(518) 441-3499

SUMMARY

A well-educated Trainer and Supervisor with several years of professional experience. Known for the ability to quickly assess the needs of children and adults alike. Possess a sincere commitment to the welfare of all individuals and ability to work supportively with colleagues, as well as administration. Poised to enter a professional leadership program.

PROFESSIONAL EXPERIENCE

The Addiction Care Center of Albany, Albany, NY
 Director of Community Education Program

2007-Present

- Manages, supervises, schedules, develops and evaluates program staff.
- Regularly monitors staff workload and activities to insure all work plans are in compliance.
- Responsible for assisting in the research and development of appropriate grants, awards, donations and funding sources.
- Prepares and presents substance abuse prevention education programs as an Educator to schools, community groups and organizations for both the adult and youth populations.
- Works collaboratively in establishing and implementing a comprehensive budget for Community Education program.
- Oversees the development and marketing of the Office of Alcoholism and Substance Abuse Services (OASAS) certification training program.
- Networks with other agencies, groups, and organizations within the alcoholism and substance abuse, and human services field.

The Addictions Care Center, Albany, NY
 Prevention Educator / Counselor

1999-2007

- Leads highly successful literacy based weekly development groups for children focusing on building self-esteem and resilience in order to discourage substance abuse.
- Developed a curriculum for children ages 8-12 with Alcoholic parents to support their independent development and living by understanding their family dynamics.
- Conduct certification clinics for up to 50 Professionals who counsel chemically dependent individuals and families in addition to performing training for new employees.
- Delivers a "Strong Families" program to spousal / parental abused families in halfway houses and other treatment centers fortifying their personal strengths and family coping mechanisms.
- Compiles statistics for effective programs facilitated by performing pre / post tests, and schedules programs throughout the Capital District for 5 counselors in 6-8 week blocks and contacts stimulating speakers.
- Schedules programs throughout Capital District focusing on various grant requirements.

EDUCATION AND PROFESSIONAL DEVELOPMENT

- NYS Credential Prevention Provider, 2009
- Masters Degree, Guidance and Counseling, Sage Graduate School, Troy, NY, May 2002
- BA Degree in Psychology and Human Services, Russell Sage College, Troy, NY
- AAS in Chemical Dependency Studies, Sage Jr. College of Albany, Albany, NY

ROLAND RIGGINS
rolandriggins@hotmail.com

Albany, NY 12209
 ph: 518.505.0543

Accomplished and energetic professional with a solid history of achievement in Program Management. Motivated leader with strong organizational and prioritization abilities. Areas of expertise include staff training and development, program analysis, evaluation and improvement and excellent communication skills.

WORK EXPERIENCE

Prevention Specialist Coordinator

- Addictions Care Center of Albany, Inc. - Albany, NY - August 2016 to Present
- Supervise Prevention Educators, connect with School Administrators and Principals to implement Substance and Alcohol Abuse prevention programming in schools and community organizations.
- Conduct staff training, coordinate staff schedules and evaluate program performance.

Case Manager

Unity House Inc - Troy, NY March 2016 to September 2019

- Coordinate care and treatment for people with mental health illnesses.
- Create and implement wellness plans to help clients attain a level of independence. Establish goals and track progress through case noting and service plans.
- Collaborate with other service providers to ensure physical and mental health care needs are met. Ensures timely completion and submission of all reports and documentation.

Director of Social Development

Little Rock Job Corps - Center, AR, US - November 2014 to November 2015

- Restructured and managed the following departments: Residential Life, Safety and Security, Recreation, and Peer Leadership
- Supervised 45 employees across aforementioned departments
- Enforced the Behavior Management System reducing significant incidents reports by 30%
- Collaborated with the Directors' team to ensure DOL/Company performance goals were met or exceeded
- Spearheaded ARISE! a successful social and life skills program that improved completer's retention and coping skills
- Developed Internal Operating Procedure (IOP) policies that enhanced the quality of services offered
- Professionally developed, motivated, empowered, promoted, and held staff accountable
- Submitted timely, accurate required reports on program performance and improvement plans to the corporate office and the Department of Labor
- Managed the departmental budget, reducing costs by 15% per quarter

Mental Health Technician

Woodland International Research Group

- Rock, AR - July 2015 to October 2015

SECTION III: References

(See attached letters of reference)

Cohoes City School District:

Mr. Mark Perry

Harmony Hill School

(518) 233-1900

Ms. Jacqueline DeChiaro

Van Schiack School

(518) 237-2828

Ravena Coeymans Selkirk School District:

Mr. Hakim Jones

Pieter B. Coeymans Elementary School

(518) 756-5200

SECTION IV: Plan Implementation

ACCA proposes to engage the at-risk, hard-to-reach youth including middle and high school students from in and around the county of Albany including Cohoes, Green Island and Watervliet in school day programs, afterschool settings, weekend programs, and summer camps. The goal is to expand the targeted population to include middle and high school programming in the city townships of Cohoes, Green Island, and Watervliet, enhance community-based afterschool program sites within the Cohoes, Green Island and Watervliet for middle and high school aged youth, people of color, the LBGT community and those youth who have dropped out of school.

ACCA's Prevention Educators know the gap in services within Albany County and the need to reach youth after 6th grade where the percentage of youth reached is critically low without school based or extended-day school prevention education. Community Archival Data based on the review of the Healthy Capital District Initiative data, Albany County youth are at risk of abusing alcohol, marijuana, and prescription drugs. According to the New York State Department of Health approximately 12 % of New Yorker's aged 12 and older experienced a substance use disorder. For youth, marijuana and prescription drugs are principal concerns, the county has coordinated strategies to reduce the non-medical use of prescription drugs including provider education, promotion of safe storage in Albany County. Once the foundation is set for consistent, comprehensive prevention programming in the elementary grades it is crucial that it continues through the middle school and high school grades to address the time in a child's life when the peer pressure to use alcohol and other drugs is increasing dramatically and use rates, especially of marijuana, alcohol and prescription drug use are rising significantly.

There has been a continuous rise in youth 12 and over being treated for heroin and other opiate abuse between 2009 and 2016 within Albany County. According to the NYS - County Opioid Quarterly report, published April 2017, in 2015, there were a reported 31 deaths from opioid overdoses, 16 from heroin and 16 from opioid pain relievers. Albany County reported 77 opioid overdoses. 1 in 7 NY state residents (2.5 million) suffer from substance use disorder substance use disorder (SUD) or problem gambling and an estimated 11% - or 1.8 million - of New York State residents aged 12 and older (including 160,000 adolescents 12-17 years) experience a SUD annually.

Approximately 110,000 individuals receiving treatment in OASAS certified treatment programs on any given day in over 1500 treatment sites operated by over 500 provider agencies.

Given the above noted statistics in Albany County, and paired with the Albany County Local Service Plan for 2020 that addresses the fact that those providers who are currently providing prevention education in the county are not able to meet the demand for those schools who have requested services. The Local Service Plan notes that Albany County prevention providers like ACCA consistently receive new requests from suburban schools to provide community education/forums etc. in the wake of the opiate/heroin epidemic. It is important to note that the Albany County prevention providers have reported that it is difficult to access young adults, ages 17-25 with prevention/early intervention strategies. Access to SUD prevention services for youth age 21 and under remains a high need. Expanding prevention services to those districts noted herein in Albany County will go a long way to meet this unmet need.

Through a partnership with local school districts and community centers, specifically Green Island Unified School District, Cohoes City School District, and Watervliet City School District, ACCA Community Education program will deliver programming to middle school and high school youth during their school-day, or afterschool programming. New programming will include Too Good for Drugs (TGFD), Teen Intervene and SPORT Prevention Plus Wellness (SPORT) programs. Too Good for Drugs programs effectively address risk factors and build protective factors that all children need, and provide the basis for a safe, supportive, and respectful learning environment. The ACCA educators currently teach TGFD within several Albany County elementary schools during their in-school prevention education programming. TGFD program curriculum engages students beginning in elementary school by teaching them how to be problem solvers. The program is designed to provide social and emotional competencies while at the same time teaching skills to reduce risk factors by building on resiliency and protective factors. Offering this programming to middle and high school students in an in-person school day setting, and/or afterschool setting, will allow ACCA to reach students whose schools do not currently offer in-school prevention education or those students unavailable during the school day. The evidence-based SPORT program will work well for the high school population and alternative education populations because it focuses on promoting active, healthy and substance-abuse free lifestyles among youth. Targeting the high school population, Teen Intervene is designed as a comprehensive screening, brief intervention, and

referral to treatment (SBIRT) model of care. Teenagers who have experienced mild to moderate problems associated with alcohol or drug use work one-to-one with a counselor to identify and, ultimately, change their choices and behaviors. Teen Intervene programming will assist teens in self-identifying a substance use disorder and provide a plan for intervention. ACCA staff will also be available to help students who do identify to seek treatment.

The programming will begin during the fall session of the 2021-2022 school year and continue through the 2021-2022 school year. ACCA will work with school administrators and Health and Wellness teachers to implement EBP's at the best available time throughout the school year.

August-September

Hire a full-time prevention educator to deliver evidence-based prevention in middle and high school settings.

Develop MOUs between school district administration and ACCA Community Education Program.

Conduct evidence-based curriculum training for new prevention educator and purchase program materials needed.

September-December

Implement evidence-based prevention programming to middle and high school students during the fall 2021 programming session.

December-January

Evaluate programming and selected evidence-based programs upon completion of first round of 8-week session.

January-March

- Implement EBP's to middle and high school students during the winter 2022 session.

April-June

- Implement evidence-based programs to middle and high school students during the spring 2022 session.
- Evaluate programming and selected EBP's upon completion of winter and spring sessions.
- Prepare for school year 2022-2023.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Development of an Albany County Prevention Program
RFP Number: 2021-051

See page CP4

COMPANY: Addictions Care Center of Albany, Inc.

ADDRESS: 90 McCarty Avenue

CITY, STATE, ZIP: Albany, NY 12202


TEL. NO.: 518-465-5470

FAX NO.: 518-427-0854

FEDERAL TAX ID NO.: 14-150140

REPRESENTATIVE: Keith W. Stack

E-MAIL: kstack@theacca.net

SIGNATURE AND TITLE 

DATE 06/11/2021

Budget Staffing

Title	FTE	Personal Service Cost
Director of Community Education	.25	20,000
Prevention Education Coordinator	.75	42,000
Prevention Educator	1.0	48,000
Total		

Budget Expenses

Personal Services	110,000	
Vacation Leave Accruals		
Fringe Benefits	16,992	
OTPS(provide breakdown below)	7,125	
Equipment		
Property		
Agency Administration	13,252	
total	147,369	

Budget Revenue (total revenue must equal operating cost)

State Aid	147,369	
Other(provide details)		
Total Revenue		

OTPS Breakdown		
Laptop (2), printer: \$1,300		
Mileage (.565 cents per mile for 5,000 mi): \$2,825		
Curricula purchase: \$3,000		
Total OTPS	7,125	

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Executive Director

Title

Addictions Care Center of Albany, Inc.

Company Name

06/11/2021

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 11th day of June, 2021, before me personally appeared Keith W. Stack to me known, who, being by me sworn, did say that he resides at (give address) 96 McCarty Ave Albany, NY 12202; that he is the (give title) Executive Director of the (name of corporation) Addictions Care Center of Albany, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Carly L. Kaczynski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6358408
Qualified in Schenectady County
Commission Expires May 8, 2025

Carly L. Kaczynski
Notary Public, State of New York
Qualified in Schenectady County
Commission Expires 5/8/25

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR Addictions Care Center of Albany, Inc.			
2. VENDOR'S LEGAL BUSINESS NAME Addictions Care Center of Albany, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1501404 b) DUNS # 060547825	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.theacca.net	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 90 McCarty Avenue, Albany, NY 12202		7. TELEPHONE NUMBER 518-465-5470	8. FAX NUMBER 518-427-0854
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Keith W. Stack Title Executive Director Telephone Number 518-465-5470 Fax Number 518-427-0854 e-mail kstack@theacca.net			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. <i>n/a</i>			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	
	<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Executive Director

Title

Addictions Care Center of Albany, Inc.

Company Name

06/11/2021

Date

RESOLUTION NO. 318

ESTABLISHING A MENSTRUAL EQUITY POLICY FOR ALBANY COUNTY FACILITIES AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Introduced: 9/13/21

By Ms. McLean Lane, Messrs. Feeney, A. Joyce and Ms. Cunningham, Messrs. Beston, Bruschi, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Domalewicz, Efekoro, Ethier, Fein, R. Joyce, Kuhn, Ms. Lekakis, Mr. Mayo, Mss. McLaughlin, Mclean Lane, Messrs. Miller, Reidy, Reinhardt, Ricard, Simpson and Smith:

WHEREAS, Menstruation is a natural monthly occurrence experienced by more than half the population for much of their lives, and should not be treated differently than any other basic bodily function, be considered “taboo” or otherwise stigmatized in any way, and

WHEREAS, Menstrual products are vital for the health, well-being and full participation of individuals throughout the County, and the ability to access these items affects a person’s freedom to work, study, stay healthy, and engage in the world with basic dignity, and

WHEREAS, Menstrual products are basic necessities, much like toilet paper and soap, and should never be treated as luxury items or accessories, and

WHEREAS, The Albany County Legislature finds that 86% of menstruating people in the United States have found themselves in need of menstrual products while in public, and 79% of menstruating people have been forced to “create” a tampon or pad out of toilet paper or other non-hygienic items, and

WHEREAS, The Albany County Legislature believes that all people, including its employees and those who use County facilities, should have guaranteed access to free menstrual products, now, therefore be it

RESOLVED, By the Albany County Legislature, that it shall be the policy of Albany County that menstrual products, including tampons and sanitary pads/napkins, shall be made available in all appropriate County-owned or managed facility restrooms designated female or unisex, at no cost to recipients, and, be it further

RESOLVED, That the County Executive is hereby authorized and encouraged to work with the Department of General Services and take any and all steps necessary to effectuate this County policy as soon as possible, and, be it further

RESOLVED, That the 2021 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by \$75,000 by decreasing Line Item A1990 4 4999 Misc Contractual Expense by \$75,000

Increase Appropriation Account A1620.4 by \$75,000 by increasing Line Item A1620 4 4024 Housekeeping Supplies by \$75,000

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.

RESOLUTION NO. 322

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “K” FOR 2021 A
LOCAL LAW TO PROVIDE FOR THE SAFE DISPOSAL OF OPIOID
MEDICATIONS**

Introduced: 9/13/21

By Messrs. A. Joyce, Feeney and Domalewicz:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “K” for 2021, “A LOCAL LAW TO PROVIDE FOR THE SAFE DISPOSAL OF OPIOID MEDICATIONS” to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, October 26, 2021, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law and Health Committees – 9/13/21

LOCAL LAW NO. “K” FOR 2021

A LOCAL LAW TO PROVIDE FOR THE SAFE DISPOSAL OF OPIOID MEDICATIONS

Introduced: 9/13/21

By: Messrs. A. Joyce, Feeney and Domalewicz, Beston, Bruschi, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Efekoro, Ethier, Fein, R. Joyce, Kuhn, Ms. Lekakis, Mr. Mayo, Mss. McLaughlin, Mclean Lane, Messrs. Miller, Reidy, Reinhardt, Ricard, Simpson and Smith:

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, as follows:

SECTION 1: TITLE

This Local Law shall be known as “The Albany County Prescription Opioid Safe Disposal Law.”

SECTION 2: PURPOSE AND INTENT

In 2017, this honorable body authorized the County Attorney to join litigation against major drug manufacturers to recover current and future damages to the County taxpayers from abuse of opioid pharmaceuticals. Since then, the onset of the COVID-19 pandemic has contributed to an increase in drug-related overdoses in the County. Any reduction in the availability of opioid medications by persons for which the drugs were not prescribed will assist the efforts of ending the opioid epidemic. Proper safe disposal of unused opioids is essential to being certain the drugs do not end up in the wrong hands, or in our environment.

Portable personal use pharmaceutical disposal systems enable the safe and environmentally friendly deactivation of the harmful chemical compounds in opioids. These inexpensive devices can assist in the proper disposal of opioids if provided to wherever a prescription is filled. Under the Albany County Prescription Opioid Safe Disposal Law, points of distribution for prescription opioids within the County will be required to provide each patient with a portable personal use pharmaceutical disposal system with each opioid prescription. Placing prescription opioid disposal systems directly in the hands of patients when the prescription is delivered will provide a more immediate and efficient opportunity for patients to deactivate and properly dispose of prescribed opioids thereby further mitigating the adverse effects of opioids on our County residents and the community.

SECTION 3: DEFINITIONS

3.1 “Controlled opioid” means each opioid-related drug and other substance listed in paragraphs (b) and (c) of Schedule II of Section 1308.12 of Part 1308-Schedules of Controlled Substances of Title 21 of the code of Federal Regulations.

3.2 “Deliver” or “delivery” means the actual, constructive or attempted transfer from one person to another of a prescribed opioid, whether or not there is an agency relationship.

3.3 “Dispense” means to deliver a prescribed opioid to an ultimate user, including by means of the internet, and includes the packaging, labelling, or compounding necessary to prepare the substance for delivery.

3.4 “Internet” means, collectively, computer and telecommunications facilities which comprise the worldwide network of networks that employ a set of industry standards and protocols, or any predecessor or successor protocol to such protocol, to exchange information of all kinds. “Internet,” as used in this Local Law, also includes other networks, whether private or public, used to transmit information by electronic means.

3.5 “Non-retrievable” means the condition or state to which an Opioid shall be rendered following a process that permanently alters that Opioid’s physical or chemical condition or state through irreversible means and thereby renders the Opioid unavailable and unusable for all practical purposes. An Opioid is considered “Non-retrievable” when it cannot be transformed to a physical or chemical condition or state as a controlled substance, as defined in 21 C.F.R. 802(6), or controlled substance analogue, as defined in 21 C.F.R. 802(32)(A).

3.6 “Opioid” means any drug or other substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having such addiction-forming or addiction-sustaining liability.

3.7 “Person” means individual, institution, corporation, business trust, estate, trust, partnership or association, or any other legal entity.

3.8 “Pharmaceutical disposal system” means a portable product designed for personal use by the ultimate user for the purpose of allowing the ultimate user of a prescribed opioid to deactivate the prescribed opioid to a non-retrievable condition or state.

3.8 “Practitioner” means a physician, dentist, podiatrist, or other person licensed or otherwise permitted under law to dispense a prescribed opioid. Such person shall be deemed a “practitioner” only as to such substances, or conduct relating to such substances, as is permitted by his or her license, permit or otherwise permitted by law.

3.9 “Prescribed opioid” means any controlled opioid dispensed pursuant to a prescription by a practitioner.

3.10 “Prescription” shall mean an official New York state prescription, an electronic prescription, an oral prescription, an out-of-state prescription, or any one of the foregoing.

3.11 “Ultimate user” means a person who has lawfully obtained, and who possesses, a prescribed opioid for his or her own use or for the use of a member of his or her household.

SECTION 4: PHARMACEUTICAL DISPOSAL SYSTEM REQUIREMENT

4.1 Simultaneously with the delivery of a prescribed opioid in the County to an ultimate user, the person authorized by law to dispense such prescribed opioid must also simultaneously deliver to the ultimate user a pharmaceutical disposal system.

4.2 No person delivering a pharmaceutical disposal system to an ultimate user pursuant to Section 4.1 of this Local Law may charge the ultimate user a fee or other monetary amount for the pharmaceutical disposal system itself, the delivery of the pharmaceutical disposal system to the ultimate user, or any other cost incurred by such person with respect to his, her or its compliance with Section 4.1 of this Local Law.

SECTION 5: ENFORCEMENT

The County Department of Health is hereby granted and shall have the authority to enforce this Local Law on behalf of the County. The County Department of Health may coordinate enforcement with the County Department of Consumer Affairs.

SECTION 6: PENALTIES

Upon a violation of this Local Law the County Department of Health is hereby authorized to enforce this Local Law by exercise of any one or more of its powers granted to it under the New York State Public Health Law and regulations thereunder, including, without limitation, imposition of a civil penalty not to exceed two thousand dollars (\$2,000) upon a person for any and each and every violation of, or failure to comply with, any provision of this Local Law.

SECTION 7: AUTHORITY TO PROMULGATE RULES AND REGULATIONS

7.1 The Commissioner of the Albany County Department of Health (“Commissioner”) is hereby authorized and empowered to promulgate such rules and regulations as he or she deems necessary to implement this law.

7.2 Any rules and regulations promulgated by the Commissioner shall provide a mechanism for covering the costs associated with the pharmaceutical disposal

systems, with such costs being covered out of any settlement related to the lawsuit against pharmaceutical companies.

SECTION 8: ADDITIONAL PROVISIONS

8.1 In adopting and implementing this Local Law, the County assumes an undertaking only to promote the general welfare. The County does not assume or impose upon its officials and employees an obligation by which any one or more of them could be liable in money damages to any person or entity who claims that a breach proximately caused injury.

8.2 This Local Law shall be construed so as not to conflict with applicable federal or state laws, rules or regulations. Nothing in this Local Law shall authorize any County bureau or department to impose any duties or obligations in conflict with limitations on municipal authority established by state or federal law at the time such bureau or department action is taken. The County shall suspend enforcement of this Local Law to the extent that said enforcement would conflict with any preemptive state or federal legislation subsequently adopted.

8.3 Nothing in this Local Law is intended to protect anticompetitive or collusive conduct nor shall this Local Law be construed to modify, impair, or supersede the operation of any antitrust law or unfair competition law of the State of New York or the United States.

8.4 This Local Law shall be construed in accordance with New York State law, including, without limitation, Title 15 (Storage, Treatment, Disposal and Transportation of Regulated Medical Waste) of Article 27 of the New York State Environmental Conservation Law, and shall not be construed in any way that would result in conflict with or preemption by any state law.

8.5 This Local Law shall be null and void on the date that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this Local Law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County. The County Legislature may determine by resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this Section 6.5.

SECTION 9: STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE

The County Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this Local Law constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and/or (27) of Title 6 of the New York Code of Rules and Regulations and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of

regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection.

SECTION 10: SEVERABILITY

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, or business shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its specific application.

SECTION 11: EFFECTIVE DATE

This Local Law shall become effective as provided in Municipal Home Rule Law §27.



COUNTY OF ALBANY
 DEPARTMENT OF MENTAL HEALTH
 175 GREEN STREET
 ALBANY, NEW YORK 12202
 518-447-4537 FAX 518-447-4577
 WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
 County Executive

Daniel C Lynch, Esq.
 Deputy County Executive

Stephen J. Giordano, Ph.D.
 Director of Mental Health

Cindy G. Hoffman
 Deputy Director

August 30, 2021

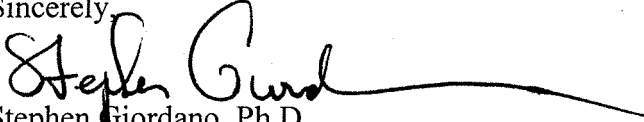
Honorable Andrew Joyce, Chairman
 Albany County Legislature
 112 State St., Rm. 710
 Albany, NY 12207

Dear Chairman Joyce,

The Department of Mental Health requests permission to award RFP # 2021-096 Reentry Case Management Services to Rehabilitation Support Services, Inc. (RSS). Albany County Department of Mental Health also requests permission to enter into an agreement for services with RSS as it relates to the awarding of RFP # 2021-096 (Reentry Case Management). RSS proposes to reduce recidivism of re-arrest, parole violations and increase integration into the community by providing linkage to services, collaborating amongst community providers and coordinating care for Albany County reentry individuals. NYS Office of Substance Abuse and Alcoholism Services (OASAS) shall provide pass through funding to RSS through Albany County Department of Mental Health in the amount of \$125,000. There is no County share associated with the contract.

Feel free to contact me or Mark Gleason if you have any questions concerning this request.

Sincerely,


 Stephen Giordano, Ph.D.
 Director Department of Mental Health

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2691, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Albany County Department of Mental Health (ACDMH) requests to contract with Rehabilitation Support Services, Inc. (RSS) for Reentry Case Management services.

Date:	8/30/2021
Submitted By:	Mark Gleason
Department:	Mental Health
Title:	Operations Analyst
Phone:	518-447-3014
Department Rep.	
Attending Meeting:	Dr. Stephen Giordano, Director

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) Award RFP # 2021-096 Reentry Case Management Services

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: A4322.44437 Rehab Support Services/A4322.03490 Mental Health
Source of Funds: State
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)

RSS to implement a Reentry Case Management Program

Contract Terms/Conditions:

Party (Name/address):

Rehabilitation Support Services, INC. 314 Central Avenue Albany, NY 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

\$31,250

Scope of Services:

Engage Reentry Albany County Residents in order to reduce recidivism of re-arrest, parole violations and increase integration into the community.

Bond Res. No.:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes No

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A4322.03490 Mental Health
Revenue Amount: \$31,250 Pro Rated for 2021

Appropriation Account and Line: A4322.44437 Rehab Support Services
Appropriation Amount: \$31,250 Pro Rated for 2021

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/1/2021-9/30/2022
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: N/A
Date of Adoption: N/A

Justification: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to award RFP # 2021-096 Reentry Case Management Services to Rehabilitation Support Services, Inc. (RSS). Albany County Department of Mental Health also requests permission to enter into an agreement for services with RSS as it relates to the awarding of RFP # 2021-096 (Reentry Case Management). RSS proposes to reduce recidivism of re-arrest, parole violations and increase integration into the community by providing linkage to services, collaborating amongst community providers and coordinating care for Albany County reentry individuals. NYS Office of Substance Abuse and Alcoholism Services (OASAS) shall provide pass through funding to RSS through Albany County Department of Mental Health in the amount of \$125,000. There is no County share associated with the contract.

2021 Budget Amendment

APPROPRIATIONS

	ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	4322	4	4437	Rehab Support Services	\$ 31,250.00		\$ 3,839,033.00	Mental Health Dept
				TOTAL APPROPRIATIONS	\$ 31,250.00	\$ -		
	ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
				REVENUES				
A	4322	0	3490	Mental Health		\$ 31,250.00	\$ 2,761,670.00	Mental Health Dept
				TOTAL ESTIMATED REVENUES	\$ -	\$ 31,250.00		
				GRAND TOTALS	\$ 31,250.00	\$ 31,250.00		

ALBANY COUNTY
RFP SUBJECT# 021-096
REENTRY CASE MANAGEMENT SERVICES

REHABILITATION SUPPORT SERVICES, INC.
314 CENTRAL AVE
ALBANY, NY 12206
(518) 462-1094 EXT. 233
LAUREN TEGNANDER

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RFP # 2021-096

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Section II

Qualifications and Experience

Founded in 1979, RSS is a not-for-profit organization that offers a diverse array of recovery oriented services including care coordination, residential, employment, outpatient (PROS and Article 31 Clinic), rehabilitation, and community support services for persons (adults/children) with serious mental illnesses and/or substance use in 14 counties in upstate New York. Total annual service enrollment exceeds 4,600 unique individuals. Specific to this proposal, RSS provides Health Home care management services to over 1,000 unique clients in the Capital District. A well-integrated community provider, our deep roots and positive rapport among members of the community include other social service providers, federally qualified health centers and Managed Care Plans. These relationships allow staff to access additional behavioral health, and health services, as well as services and supports that address the social determinants of health that may be needed/wanted by our Health Home clients. For over 40 years, RSS has successfully demonstrated experience providing care management/coordination to individuals with complex health needs through our extensive knowledge of community resources and services.

RSS has a long history of serving individuals who have been involved with the criminal justice system including those returning to the community from incarceration. For almost 8 years The Rapid Assessment, Intervention, and Linkages Program was a collaborative project operated by RSS, Albany County Department of Probation, Albany County Department of Mental Health, and Albany County DSS that was very successful in providing care coordination to females involved with pre-sentencing with Albany County Probation. In Albany County, RSS operates care management, residential, vocational, clinic, and PROS program that all work with individuals reentering the community from incarceration. In our residential programs alone, we served over 100 individuals currently on probation/parole or another designated legal status in 2020. Over the course of the last year, 22% of our Albany Health Home Plus population has been incarcerated or released from the jail or prison system. Our Health Home Care Managers have experience in successfully serving this population. RSS also provides vocational services including support in job placement for individuals who have been previously incarcerated. In addition, many of the individuals we serve have a previous history of criminal offenses. RSS has been part of coordinating care, linking individuals, and providing direct one to one services successfully to these individuals for many years.

RSS firmly believes in the importance of coordination of care on behalf of and with involvement from the individuals we serve. All of our programs coordinate daily with local providers and county agencies that include Albany County Department of Mental Health, Albany County

Department of Social Services, Albany County Department of Probation, Albany County SPOA, Coordinated Entry, and PSCC. In addition to those listed above, RSS has relationships with local FQHCs, medical providers, mental health providers, and other social service providers.

RSS has developed partnerships and working relationships with a variety of public and private agencies. Aside from those listed above, RSS collaborates with other mental health, physical health, specialty, and social service agencies. A unique program RSS operates collaboratively is The Living Room programs one in Troy (in collaboration with Mental Health Empowerment Project) and one in Schenectady (in collaboration with Ellis Hospital and funded by the Alliance for Better Health) which have proved successful in reducing situational crisis for those who visit. Both of these programs will be available to individuals served in this RFP.

RSS provides a variety of residential services in Albany County that include community residences, treatment apartment programs, and supported housing programs. Given the over 300 apartments RSS rents each year in the capital district, we have developed relationships with local landlords who understand the services we provide and are willing to work with our agency.

RSS provides employment and vocational services to individuals in the capital district. ACCES-VR staff assist individuals in locating employment. Through partnerships with NYSID, RSS is able to employ 90 individuals on either a per diem, part time, or full-time basis. In addition, our Capital District PROS program provides on the job support to individuals who are currently employed.

Professional Staff Members

Rehabilitation Support Services will ensure client care through qualified staff members who will be involved directly with the county to enhance engagement. The primary professional staff members include:

Lauren Tegnander, LCSW Managing Director: Lauren has over 15 years of experience working for RSS and in overseeing most of the programs RSS offers including clinical, residential, vocational, and care management. Lauren's office is located at 314 Central Avenue, Albany NY.

Jennifer Decrescente, MA, Regional Director for Care Management Services: Jen has over ten years of experience working in the field and has been the director of the RSS Care Management Program for 7 years. Jen oversaw the merger of two large Health Homes in the Capital District. Jen is responsible for supervising over fifty Care Managers within our agency. Jen's office is located at 314 Central Avenue Albany, NY.

Brandy Kotary, LMHC, Program Coordinator Health Home Plus Care Management Services Albany and Schenectady Counties. Brandy has worked in a variety of capacities at RSS for over

eight years. Prior to supervising Health Home Plus, Brandy supervised our vocational services. Brandy has a great deal of success locating employment for individuals in underserved populations in the community. Brandy is currently responsible for supervising a staff of nine Care Managers. Brandy's office is located at 747 Madison Avenue Albany, NY.

RSS will work collaboratively with the Albany County Reentry Coordinator to interview and hire two successful case managers for these positions. The case managers will be master's level staff or bachelor level with a minimum of five years' experience with reentry individuals and services or with lived experience who has case management or mentoring experience.

RFP #2021-096

Person Authorized to Bind The Proposer

William Devita, Executive Director
Rehabilitation Support Services, Inc.
1559 Western Turnpike
Altamont, NY 12009
(518) 579-4200

Lauren Tegnander

Amsterdam, NY 12010 ◊ 518-441-8192 ◊ laurendown@gmail.com

Non-profit Leader / Residential & Mental Health Services

Steady, diplomatic, future-focused and energized leader with success in introducing, developing, funding and implementing alternative community-based approaches to providing services. Listens carefully at all levels. Thinks creatively and strategically about services and landscape. Seizes on growth, visibility and sustainability opportunities.

- **Able visions for the future.** Diversified and enhanced agency with new/alternative, services and business models.
- **Bridging force across inside and outside entities, groups and teams.** Experience working with Managed Care Organizations (MCOs) in clinical oversight, HCBS, and Care Management roles.
- **Understands new statewide initiatives.** Strategized program development. Led agency through changeover to Home Health Care Management under NYS DOH. Drove system changing projects such as HCBS, DSRIP & VBP.
- **Agile problem solver.** Made quick informed decisions aligned with long-term goals and financial limitations. Prepared for and led multiple agency OMH recertifications across 14 certified residential programs.
- **Trusted leader with deep respect for staff and their work and input.** Always on the hunt for ways to find, retain and grow strong employees who are engaged, motivated and equipped to deliver top quality of care. Expertise in:
Organization Planning & Transitions | Program Development | Fiscal/Budget Oversight | Community Partnerships
New Solutions | Data & Risk Management | Staff Development | Sustainable/Optimized Operations | Compliance

"(Lauren) thinks globally how decisions fit into the broader picture...evident by the decisions she has made regarding HCBS services and ELT discussions regarding MCOs paying for services." — Division VP, RSS

LEADERSHIP EXPERIENCE

Rehabilitation Support Services (RSS), Inc., Albany, NY

9/2013–Present & 8/2006–9/2012

One of the largest mental health agencies in NYS outside of NYC, with \$60M annual revenue. Serving 14 counties, RSS is a not-for-profit whose mission is to enrich and empower the lives of its clients by providing to them residential and mental health services as well as opportunities for meaningful emotional, social, vocational and educational growth.

MANAGING DIRECTOR - CAPITAL DISTRICT DIVISION (Oct 2019–Present)

Lead and manage future planning and daily operations of division with operating budget of \$20M, 150+ full time employees, and 120 client trainees. Oversee financial viability and program spending, working with Finance to ensure appropriate use of resources. Executive Leadership Team Member.

- Oversee 250 residential mental health beds providing support, from group living to independent apartments, across 3 counties, maximizing occupancy for increased billing revenue.
- Hold responsibility for multiple clinical programs including Capital District Clinic (250-person capacity), Capital District PROS (150-person capacity) and Crisis Diversion Services in four counties. Write/review clinic policies.
- Supervise Vocational Services supporting individuals in competitive employment positions, numerous NYSID contracts, and in four affirmative businesses employing individuals diagnosed with mental illness.
- Ensure compliance across multiple payers and oversight agencies including Medicaid, MCOs, DSRIP PPS, NYSID, Office of Mental Health (OMH), and Department of Health (DOH).

Organizational Planning / Strategic Change / Growth

- Contributed to strategic planning, programs and direction, new policy regulations and compliance, and staff training initiatives with ELT — led preparations to transition residential programs into Managed Care payment mode (new way of doing business), defining and quantifying the quality of services to ensure funding.
- Drove sustained growth and development of Health Home Care Management Services (HHCM) program from early stage to current census of 1400+ in five counties. Strategized referral sources, screening, admissions standards, and flow. Expanded QA and supervision structure, training and requirements enabling growth.

- Spearheaded agency's effort to prepare for and coordinate multiple NYS OMH recertification visits across 14 certified residential programs on a systemic level (chart compliance, on-site readiness, policy and administrative review), met and toured with OMH reps at each site, and implemented recommendations.
- Initiated and developed new community relationships with outside agencies and county mental health communities, built trusted relationships with DSRIP and their PAC meetings and committee along with RPC and HCBS committee, field office, and MHLS.
- Oversight of HCBS program. Recently led and implemented a small scale value based contract with MCO.
- Represented the agency and division at all levels of OMH, Albany County, MCOs and internally, and established reliability of delivering on promised outcomes.
- Planned and led safe transition of staff to at home and telephonic service delivery for COVID-19. Ensured staff technology and training, implemented state-issued guidance across programs, and successfully changed work flow and service provision in every program through clear communication, leadership and planning.

Program Development / Management

- Led "The Living Room" program opening in Albany, an innovative and unique in-the-moment-care ER alternative (98% service diversion rate): proposals, funding, location, and set up. Supervise Schenectady site in partnership with Ellis Hospital (97% SD rate); part of MCO contract effort and liaison, currently improving workflow for billing. Supported development and implementation of 2020 Troy site opening, with the Mental Health Empowerment Project.
- Spearheaded and secured funding for highly collaborative project uniting RSS, Albany County, and CDPC to create a Crisis Diversion Services program at the Capital District Psychiatric Center to work in the crisis unit.
- Co-developed agency' highly successful Community Residences Crisis Stabilization beds program from the ground up - redefined physical space, fostered crisis stabilization and residential staff team cohesion, gathered community buy-in, and now in discussions with an MCO to contract for this service.

Operations / Sustainability, Optimization & Compliance

- Monitored division program operations, cost management, and expense budgeting; planned accordingly, ensured billing and receivables, as well as compliance with regulations, policies and procedures.
- Strategically increased referrals in the Schoharie Care Management program by 30% in last 12 months by leveraging local community resources and bringing together internal programs to be more collaborative.
- Analyzed HHCM program data weekly with Regional Director, specifically on productivity, for number and type of contacts, and enrollment rate to forecast hiring and expected revenue.
- Optimized Case Manager caseload size to ensure financial sustainability, consistency and quality of care.
- Reviewed annual reports and on-going program, operational, and Medicaid data; verified services are working well.
- Initiated review of vocational services contract management to find labor and supply purchasing cost savings
- Restructured programs for optimized staff to beds ratio across counties.
- Involved in technology upgrades to manage/use data, improve data quality, reporting, and user-friendliness.

Program Director, Capital District Division (8/2015–10/2019)

Oversaw 11 residential programs, and 100 staff, serving individuals diagnosed with serious and persistent mental illness and substance abuse disorders in Albany and Schenectady Counties (200+ individuals). Coordinated a team of Program Directors and managers to facilitate change, and maintain quality, compliance and staff retention.

Organizational Planning / Strategic Change / Growth

- Strategized on the impact and opportunity for growth presented with new statewide initiatives including the transition to managed care, DSRIP, and Value Based Payments (VBP). Prepared team for transitions.
- Identified, contracted and rolled out agency's participation in Schenectady City Mission's Employer Resource Network (ERN) program. Achieved 85% retention rate for employees participating with a "Success Coach".
- Led development and rollout of employee recognition program. Improved morale and reduced turnover by 5-10%.
- Ensured all new managers were properly trained, and developed system to monitor new manager progress.
- Prepared for and achieved successful agency recertifications.

Program Development / Management

- Created and supervised OMH Medicaid Redesign Team Pilot Project for crisis stabilization residential services.
- Supervised growing HHCM program serving 1000+ individuals and oversaw implementation of Health Home Plus and ongoing HARP Assessments for eligible individuals. Led intensive collaborations and facilitated roll-out of Health Home Plus providing services to AOT individuals for new client, Albany County.
- Initiated and coordinated ongoing implementation of HCBS services in a 7-county region. Partnered with MCOs and my team to increase referrals and submit proposals for Infrastructure Funding.
- Developed and launched a Delivery Services Reform Incentive Program (DSRIP) funded collaborative program between RSS and other Crisis Services providers in Albany County.

Operations / Sustainability, Optimization & Compliance

- Ensured compliance across multiple regulatory bodies; Office of the Medicaid Inspector General, OMH, DOH, MCOs.
- Monitored and maintained fiscal viability of programs in a variety of contract types.
- Member of Incident Review Committee, led investigations, and created/implemented corrective action plans.
- Facilitated collaboration amongst providers across service types.

Program Director, Health Home Care Management Services (HHCM) (9/2013–8/2015)

Implemented DOH guidance for HHCM Services in Albany and Schenectady Counties. Developed policies and procedures for the clinic and health home care management.

- Created agency partnerships, alliances and fostered collaborations (providers, community agencies, social supports).
- Facilitated growth of the program from 2.5 Care Managers to a team of over 20 staff.
- Participated on Operations Committee in two Health Homes to develop provider collaboration, as well as on DOH Jumpstart Health Home Portal Pilot Project Committee, and SPOA Committees in multiple counties.
- Wrote proposal for, implemented and supervised 10 MRT Supported Housing slots.
- Conducted Case Reviews to assess needs, referrals, and identify non-hospitalization courses of action.

Program Director, Certified Apartment Program (12/2008–9/2012)

Managed and oversaw daily operations of a 94-bed Certified Apartment Program providing rehabilitation services to individuals diagnosed with serious and persistent mental illness to live more independently in the community.

- Oversaw program budget and receivables, delivered program and agency staff training and development, and collaborated with mental health community, county agencies, and family members.
- Facilitated Case Review Committee to assess length of stay and alternate transitional options for individuals.
- Served as pilot program, helped implement and train the agency on a new computerized EMR chart system.

Program Coordinator (8/2007–12/2008) | Service Plan Writer (8/2006–8/2007)

Clinical experience: School Social Worker, Greater Amsterdam School District, 9/2012–9/2013

COMMUNITY LEADERSHIP

Chairperson, Capital Region Employer Resource Network Committee 2017–Present
 Active Member, Capital Region: Regional Planning Consortium Health Home and HCBS Work Group 2017–Present
 Quality Support Committee Member, Liberty Enterprises, Amsterdam, NY 2019
 Nominated for 40 under 40 in Albany Business Review

EDUCATION & LICENSURE

Master of Social Work, University at Albany, The State University of New York 2010
 Bachelor of Arts in Psychology, University at Buffalo, The State University of New York 2006
 Licensed Clinical Social Worker (LCSW) 2014

Jennifer DeCrescente

21 Melanie Drive Saratoga Springs, NY 12866 ▪ 518-222-4833 ▪ jdecrescente@gmail.com

PROESSIONAL EXPERIENCE:

- Regional Director
10/2019-present
 - Health Home Care Management
Rehabilitation Support Services, Capital District, NY
 - Oversee a Health Home Care Management program in Albany, Schenectady, Rensselaer, Otsego, Delaware, and Schoharie Counties with a goal of reducing avoidable hospitalizations and decreasing Medicaid Spending. Supervise 5 Program Managers, 45 Care Managers, 3 Quality Assurance staff, and a peer specialist. Responsible for staff supervision, hiring, and development. Establish and implement policies and ensure adherence to state and program guidelines. Complete program billing and ensure quality of services. Represent the agency with health care providers and community resources. Oversee the services of 1500 individuals with mental health, chronic physical health, and substance abuse concerns.
- Program Director
3/2017-10/2019
 - Health Home Care Management
Rehabilitation Support Services, Capital District, NY
 - Lead a Health Home Care Management program in Albany, Schenectady, and Rensselaer Counties with a goal of reducing avoidable hospitalizations and decreasing Medicaid Spending. Supervise 2 Program Managers, 30 Care Managers, 2 Quality Assurance staff, and a peer specialist. Responsible for staff supervision, hiring, and development. Establish and implement policies and ensure adherence to state and program guidelines. Complete program billing and ensure quality of services. Represent the agency with health care providers and community resources. Oversee the services of 1200 individuals with mental health, chronic physical health, and substance abuse concerns.
- Program Manager
10/2014-3/2017
 - Health Home Care Management
Rehabilitation Support Services, Albany, NY
 - Supervised a Health Home Care Management program aimed at reducing avoidable hospitalizations and decreasing Medicaid spending. Provided supervision and training to 15 Care Managers and Quality Assurance staff. Responsible for hiring staff, policy implementation and adherence, and program billing. Coordinated with health care providers and community resources. Oversaw the services of 800 individuals with mental health, chronic physical health, and substance abuse concerns.
- Care Manager
9/2013-10/2014
 - Health Home Care Management
Rehabilitation Support Services, Albany, NY
 - Maintained a caseload of 60 individuals with mental health, chronic physical health, and substance abuse concerns. Coordinated health care services and linked individuals to providers and community supports to reduce avoidable hospitalizations and decrease

Medicaid spending. Conducted assessments, developed person-centered service plans, and documented progress notes.

- Prevention Case Manager 7/2011- 6/2012
 Center for Family and Youth, Albany, NY
 Maintained a caseload of 18 underprivileged families with children at risk for foster care placement. Provided in-home weekly counseling sessions and assisted with medical, mental health, behavioral, academic, and parenting needs. Coordinated with involved service providers, community supports, and family members. Conducted assessments, developed service plans, and documented progress notes.

RESEARCH EXPERIENCE:

- Research Assistant 6/2009-1/2010
 The Nathan Kline Institute for Psychiatric Research, Orangeburg, NY
 Conducted background research, developed and administered interviews and surveys, and prepared grant and IRB applications for a pilot study assessing the effectiveness of an undergraduate training program in clinical pediatric psychopathology.
- Research Assistant 8/2009-1/2010
 New York University Child Studies Center, New York, NY
 Conducted background research, transcribed recordings discussing child mental health issues from the New York University Langone Medical Center, and identified key ideas for future publications in child and adolescent psychopathology.
- Research Assistant 6/2009-1/2010
 New York University Center for Research on Culture, Development, and Education, New York, NY
 Conducted data entry and analysis of qualitative and quantitative data, transcribed qualitative interviews, administered in-home surveys to participants, and assisted in manuscript preparation for a longitudinal study assessing the adjustment of multi-cultural adolescents in New York City public schools.

EDUCATION:

- Harvard University Extension School, Cambridge, MA 5/2013
 Health Careers Program
 Post-Baccalaureate Pre-Medical Student
- Teachers College, Columbia University, New York, NY 8/2011
 Masters of Arts in Clinical Psychology
- New York University, New York, NY 1/2010
 Bachelor of Arts in Psychology

Brandy Kotary, LMHC

331 Grand Avenue, Saratoga Springs, NY 12866 | (315) 271-0737 | bkotary@gmail.com

EDUCATION

Master of Science in Mental Health Counseling

University at Albany, State University of New York | Albany, NY

December 2014

GPA: 4.0

Bachelor of Arts in Psychology, Minor in Business, *Summa Cum Laude*

Siena College | Loudonville, NY

May 2013

GPA: 3.95

LICENSURE

Licensed Mental Health Counselor

Expires on September 30, 2021

August 26, 2016

New York

PROFESSIONAL EXPERIENCE

Program Coordinator

May 2021-Present

- Manage Health Home Plus Care Management services in Albany, Schenectady, and Rensselaer counties. Also, oversee AOT Care Coordination services in Albany, Otsego, and Delaware counties.
- Provide weekly supervision to program staff and assist with managing caseloads, including providing coverage when needed, and dealing with crisis and high risk situations.
- Work closely with the Quality Assurance team to ensure that all Capital Region Health Connection's policies and OMH and DOH standards are met.
- Coordinate with the Capital Region Health Connection to best serve participants.
- Complete monthly billing spreadsheets to ensure that HML Questionnaires are completed accurately and in a timely fashion.
- Outreach new referrals, process admissions, and confirm Health Home Plus eligibility.
- Process discharges, end unsuccessful outreach, and coordinate successful step downs to Care Management services.
- Track monthly billing and program outcomes.
- Participate in biweekly Albany County SPOA meetings and bimonthly Schenectady County Adults at Risk meetings.
- Work collaboratively with community providers to link participants to available resources.

Program Director

January 2020-May 2021

Senior Program Coordinator

January 2017-January 2020

Program Coordinator

October 2015-January 2017

Rehabilitation Support Services, Inc.

Albany, NY

- Planned and managed Supported Employment, Direct Placement, and Extended Services programs in Albany, Schenectady, and Schoharie Counties, as well as PROS Ongoing Rehabilitation Support (ORS) services in the Capital District, and HCBS services in Albany, Schenectady, Schoharie, Otsego, and Delaware counties.
- Ensured implementation of agency and program policies and procedures.
- Provided regular supervision and oversight to program staff to assist in maintaining caseloads and case files.
- Monitored service delivery and proper documentation to meet requirements set forth by New York State ACCES-VR and New York State Office of Mental Health.
- Completed and submitted monthly billing for Supported Employment and Direct Placement programs, and HCBS services, as well as quarterly billing for Extended Services.
- Developed clear, detailed processes to ensure consistency and efficiency.
- Tracked program outcomes.
- Conducted intakes, request clinical information, and complete and submit referrals to ACCES-VR.
- Developed and maintained working relationships with the NYSID agency and partners.

- Assisted with obtaining and maintaining disability documentation for NYSID contracts.
- Completed and submitted monthly IPS survey to CPI.
- Conducted intakes, assessments, and develop service plans for HCBS participants.
- Implemented policies and procedures for HCBS service delivery, and coordinate with Managed Care Organizations to obtain authorizations.
- Developed connections with other providers in the community and Care Management Agencies to increase HCBS utilization, including participating in HCBS workgroups and panels.
- Implemented procedures to meet milestone metrics for CDPHP Infrastructure Funds.

Rehabilitation Practitioner

December 2014-October 2015

Intern

January 2014-December 2014

- Provided clinical and substance abuse psychotherapy and rehabilitation counseling services to individuals with severe and persistent mental illness.
- Developed individualized recovery plans and worked with clients to set personalized goals and created action plans.
- Provided crisis intervention and relapse prevention to clients when necessary.
- Assisted clients in identifying and overcoming personal challenges and interpersonal concerns.
- Facilitated groups focused on skill attainment and gaining a greater self-awareness and understanding in order to help clients cope with their symptoms and life circumstances.
- Completed paperwork in accordance with insurance and HIPAA regulations to accurately account for services provided and monitored client progress.

IPS Employment Specialist

May 2013-December 2014

Intern

January 2013-May 2013

- Assessed clients with psychiatric disabilities and substance use disorders.
- Performed intake assessments and prepared administrative paperwork.
- Collaborated with other treatment providers to effectively help clients.
- Explored possible job opportunities after assessing client's interests, skills, and limitations.
- Followed the actions necessary to help clients obtain well-suited employment and to sustain it, including job coaching, symptom management, anger management, etc.
- Maintained accurate and detailed records of clients through progress notes and various reports.
- Organized files and assured that reports were completely and accurately filled out.

Surveyor

September 2009-November 2013

Siena Research Institute

Loudonville, NY

- Called computer-generated phone numbers to request for responses to public polls and various surveys.
- Accurately worded questions and probed for definite answers then reported answers accurately.

Dreams2Life Coach

October 2012-May 2013

The Leadership Edge

Delmar, NY

- Guided high school students to develop goals that are specific, measureable, attainable, realistic, and tangible, while acting as a support system and dependable source.
- Assisted students in developing a plan to achieve each individualized goal.
- Monitored students' progress to promote focus and commitment to plans.

ADDITIONAL INFORMATION

Committee Member of the Human Resource Committee

September 2018-Present

Wildwood

Albany, NY

- Participate in quarterly meetings for the purpose of supporting and advising Wildwood's management and Board of Directors regarding the well being of Wildwood employees.
- Review and offer feedback on the strategic plan, major initiatives, benefits program, salary structure, professional development, and other HR objectives.

Co-Chair of the HARP/HCBS/Health Home Work Group

July 2020-Present

Capital Region Planning Consortium

Albany, NY

- Prepare agendas, share current information about HARP, HCBS, and Health Home services, and develop relevant discussion topics.
- Lead quarterly Workgroup Meetings.
- Participate and provide updates during quarterly Board Meetings.

PRESENTATIONS

Kotary, B., Graziano, K., & Skow, D. (2018). *Assuring your services and value are clearly presented*. Workshop presented at NYAPRS Rehab and Recovery Academy, Saratoga Springs, NY.

Kotary, B. (2018). *Home and Community Based Services*. Presentation presented at RSS Care Management Symposium: Caring for Our Care Managers, Latham, NY & Saugerties, NY.

Ruot, B., Bellinger, S., & Kotary, B. (2017). *Traveling the road to recovery takes work*. Workshop presented at 38th annual ACLAIM Conference, Bolton Landing, NY.

*REFERENCES AVAILABLE UPON REQUEST.

Section III
RFP# 2021-096
References

Deborah Murray, LCSW-R
Deputy Director of Operations
Capital District Psychiatric Center - Office of Mental Health
75 New Scotland Ave
Albany, New York 12208
Phone 518-549-6825

Janelle Shults, LMSW
Director, Health Home
Capital Region Health Connections
St. Peter's Health Partners
2212 Burdett Ave.
Troy, NY 12180
518-271-3620

Albany County

RFP # 2021-096

Re-Entry Case Management Services

Section IV

Plan Implementation and Scope of Services

Rehabilitation Support Services is committed to serving underserved populations in Albany County including those reentering the community from prison. Through this program, RSS will reduce recidivism of re-arrest, parole violations, and increase integration into the community by providing linkage to services, collaborating amongst community providers, and coordinating care for everyone.

RSS will employ two case managers to carry the caseload of moderate to high risk/high need individuals returning to the community from prison identified by the County Reentry Case Review Committee and coordinate with the Reentry Coordinator. Understanding that this is an extremely complex and serious population, RSS will employ individuals with experience in working with the criminal justice population. Given RSS' history of working with some of the most challenging individuals in the community, RSS will leverage already existing community relationships and develop new relationships to ensure care is coordinated for each individual.

RSS will participate in an initial assessment or case conference for at least 135 individuals during the year. On average, 11-12 individuals with moderate to high-risk being released from prison will be assessed each month. Each referral will be reviewed by the prospective Case Manager and their supervisor. Operating under a strict "no-reject, no-eject" policy, the Case Manager will complete an intake assessment within one week of the individual being referred to reentry and/or has returned to the community. Understanding that planning for release is most successful when it begins early and prior to release, RSS will begin pre-release planning up to three months prior to an individual's release from prison, if able. During this pre-release period, the case managers will work closely with the Reentry Task Force Coordinator and assigned parole staff to create a preliminary plan of need for an individual to be utilized during the intake assessment. The intake assessment will take a strengths-based perspective for each individual and will include any parole requirements. In addition to historical information and information from parole, DOCCS, and the Reentry Coordinator, the assessment will include detail regarding the following areas to ensure a full review of each case.

These assessments will be very similar to what are used in our Health Home Plus Care Management program and allows the Case Manager to create a client specific plan based off the detailed information obtained. The current Health Home Plus Comprehensive Assessment includes information related to health concerns, mental health treatment, hospitalizations, substance use, nicotine use, interpersonal relationships, employment goals, and goals the individual has for themselves. Our assessments will also include in depth historical information related to the individual's criminal history. Each assessment will be electronically emailed to the Reentry Coordinator on a weekly basis for tracking and review purposes. RSS will utilize the Albany County IMA Electronic Health Record to complete all plans and progress notes related to this program.

RSS has experience in assertively outreaching individuals reentering the community. Often individuals may be homeless without a telephone or easy way to reach them. The Case Managers will utilize a variety of techniques to outreach individuals for assessment and to provide services. These techniques will include: mail, street level outreach, phone calls, coordination and collaboration with providers, and attending appointments in the community with individuals. In addition, the Case Managers may be available upon release and return to Albany to transport individuals to their next placement or any appointments they may have scheduled. These techniques will not only be used during the intake/admission phase but throughout the duration someone is enrolled in the program.

Following the completion of the initial intake assessment and in collaboration with the Case Review Committee a Service Coordination Plan will be developed between the reentry individual and the case manager within ten days of the completed intake assessment. This plan will be updated and refined as needed as the individual progresses through the program. RSS operates all programs from a strengths-based perspective. By placing a focus on a person's strengths rather than past failures or perceived weaknesses, an individual can be motivated to utilize those strengths for positive outcomes in their life. Using a technique called "collaborative documentation" the case manager and the reentry individual will meet and type the plan as a team. The Service Coordination Plan will use language from the reentry individual themselves and they will participate in determining which objectives and goals are most meaningful and beneficial to them. Engaging individuals in both a strength-based and collaborative manner builds rapport and empowers the individual to work towards their created goals and objectives. Once the plan is developed a copy will be shared with the parole officer and the Case Review Committee to ensure efforts are not duplicated and all necessary needs are being addressed.

Specific areas that should be included in the Service Coordination Plan will be related to locating appropriate housing, obtaining employment or preparing for work, furthering their education, and ensuring all social service needs including food and sources of income are met,

linkage with treatment providers (mental health, sex offender, substance use, etc.), offender accountability, and Health Home Care Management. RSS operates many of these programs in Albany County. If an individual is looking for job training or opportunities, to return to school, improve their independent living skills, or just needs support navigating the community, RSS has a program that can assist them with those goals. Our programs utilize evidenced based practices that are strengths based and include: Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Motivational Interviewing, and Harm Reduction. With our longstanding history of positive relationships with and partnerships within the community our programs work collaboratively to link individuals to community resources that may benefit their short and long term goals. The key to these relationships are ongoing and positive communication.

Each plan will be reviewed two weeks after it's initial development and updated on an as needed basis when changes are needed. Each plan will be reviewed prior to discharge. Case Managers will utilize these plans to guide their treatment and interactions with the reentry individual. It is the responsibility of the Case Managers to provide reminders, transportation to appointments, and necessary referrals on behalf of each individual on their caseload.

Each initial intake assessment will determine whether a Cognitive Behavioral Intervention Program or employment readiness program may be appropriate for the reentry individual. RSS will enroll 25% of individuals into one of these programs. Based on the determination in the initial assessment a goal will be added to the Service Coordination Plan and the Case Manager will complete referrals for the chosen program and coordinate engagement to the program. The Case Manager will monitor attendance to the CBI or employment readiness program by collecting attendance sheets. The Case Manager will work closely with the program staff and the reentry individual to problem solve or identify any potential barriers to completing the program. The Case Manager will work to minimize these potential barriers. The goal is to have 50% of those enrolled in a CBI or employment readiness graduate from the program. Following the completion or concurrent to enrollment, the Case Manager will evaluate each individual to determine their appropriateness to attend a PROS program or link with RSS' ACCES-VR program. The Capital District PROS works with individuals to develop skills needed for employment and also provides on the job support to individuals working in the community. The ACCES-VR program can assist in finding job placements for individuals who are ready to work. RSS has numerous NYSID contracts throughout the Capital District and we regularly are looking for individuals who are ready to begin employment.

Often, transportation is a barrier many individuals face to successfully complete programs or reaching their goals. To reduce these barriers, RSS has a relationship with Ride Health where individuals can book non-medical transportation for social service needs. This transportation can include housing searches, transportation to parole, transportation to pharmacies, and transportation to

food pantries. Individuals often require multiple referrals to a variety of programs and services. To more efficiently make referrals and follow up on them in real time, RSS has a contract with the Unite Us platform which allows staff to make electronic referrals and view updates in real time for a variety of providers and community resources (including: mental health, household goods, clothing, financial assistance, legal assistance).

Case Managers will provide two face to face visits per month per reentry individual plus a minimum of two additional phone contacts to increase collaboration and coordination. These visits may be while transporting to the individual to an appointment, while making referrals, at the individual's home, at the parole office, or in the staff office. At minimum, one of these visits must take place in the community and not at the parole office or staff office. The Case Managers will be equipped with technology that will encourage them to work out in the field rather than staying in the office. Care Managers will be able to utilize their company laptop and iPhone to securely access individual records and complete work in real time while out in the community. Due to this real time access, all progress notes will be documented on the same day of service delivery. If there are technology related issues, all notes will be entered within 24 hours of service delivery. All services and plans will be documented the Albany County IMA EHR system. Case file documentation such as: attendance sheets, leases, referrals will be securely stored in a locked facility at RSS.

A key point to the success of this program is ongoing and daily communication with DOCCS. RSS has worked with many individuals in the criminal justice system and find individuals are most successful when communication is frequent and transparent. Given the moderate to high risk of the individuals in this program, we must speak daily about the status of each and identify areas where services may be put into place to avoid rearrest or parole violation.

In addition to their work with reentry individuals out in the community, the case managers and their supervisor will attend the bi-weekly Case Review Committee and the monthly Needs Assessment Committee meeting. RSS will send a member of management to attend the bi-monthly County Reentry Task Force Meeting. In addition, program management and case managers will work collaboratively with department representatives for regular contract monitoring. RSS has a long-standing history of representation and collaboration on many county committees including the SPOA committee, Coordinated Entry, PSCC, and Case Management SPOA to name a few.

RSS operates several programs with flexible spend funds available to them. These funds will be extremely helpful to reentry individuals as they can be utilized when other community resources may not be available to meet their needs. The use of these funds will be creative and tailored to each person's needs. For example, purchasing lost identification needed for referrals, preparation and transportation to a job interview may be a couple of unique ways to

use these funds. RSS has a system of tracking flexible spending funds internally which includes a voucher form that is completed and describes the reason and use of the funds, includes the receipt, and is reviewed by two levels of management for approval.

Program Outcomes and Performance Measures

In order to show a successful program and improved quality of life for the individuals served, RSS will report on all of the quality of life indicators, referral status linkages made, and outcome of each. As per the list in the Request for Proposals, RSS will report on each of these indicators at admission, at the beginning of each month, and at discharge. Similar reporting is done in our Health Home Care Management and Supported Housing Programs. The program will track and monitor a variety of quality life indicators for each individual. For over 1000 individuals, RSS Care Management currently tracks substance use, hospitalization or emergency room status, and referral status on a monthly basis. Completing this type of reporting for the Reentry Case Management program will fit nicely into the current reporting workflow at RSS.

In addition to the individual reporting noted above, RSS will track overall program outcomes to determine the success of the program in meeting desired metrics. These reports, similar to what are run in other RSS programs and Care Management will look at any recent hospitalizations, re-arrest, the number of contacts with each individual, how many intake assessments are completed (goal of 135 annually), and how many individuals have enrolled in and completed CBI or work related programming. Along with this information, RSS will submit claim for reimbursement upon successful attainment of the required objectives.

Objective #1: Intakes

Within one week of receiving a referral for a moderate to high-risk and/or special population individual, RSS Case Manager will complete initial intake assessment. The Case Managers will complete an average of 11 to 12 intakes per month for a target of 135 intakes per year. This initial intake assessment includes a review of the referral from DOCCS, screening of the individual for eligibility, and creation of a service plan to refer individuals to services that meet their needs.

Case files will be documented in the electronic health record and will also include copies of any relevant documentation including: identification, referrals, leases, attendance records, etc.

Objective #2: Service Coordination Plan

As noted above, each Service Coordination Plan will focus on a variety of areas related to the reentry individual's goals which may include: housing, employment, education, social services, treatment, offender accountability, Cognitive Behavioral Intervention, and necessary referrals.

Each month, a report will record the data related to these plans, how many people are using these services for a period longer than 30 days.

Objective #3: Enroll/Engage in CBI

RSS will enroll at least 25% of individuals into an employment readiness program or Cognitive Behavioral Intervention program. This milestone will be met if one class is attended however, the case managers will work with individuals to complete each of these programs and problem solve for any challenges that arise. All attendance forms and rosters will be maintained for the record and progress will be documented.

Objective #4: Complete CBI/Employment Readiness

RSS will work with individuals enrolled in CBI or employment readiness programs to fully complete the program. At minimum, 50% of individuals enrolled in these programs will complete it. The case managers will work closely with both the programs and the reentry individuals to determine potential barriers for completing these programs. Case Managers will coordinate or provide resources as appropriate to facilitate the completion of these programs. Attendance sheets and rosters will be maintained in the case record to document the completion of these courses.

Program Operations and Siting

The program will be located at 314 Central Avenue Albany, NY. There is a CDTA bus line directly in front of the office. In addition, RSS operates housing programs, a clinic, PROS, and vocational services in this building. This will allow for easy coordination and communication for the case managers. RSS holds regular business hours Monday thru Friday and staff will be available during these hours to meet the needs of reentry individuals and complete intake assessments.

Confidentiality

RSS complies with all applicable confidentiality laws, regulations, and requirements. RSS will continue to comply with these laws as they currently exist or if they are changed in the future.

Records-Keeping and Reporting

As noted above, all progress notes will be noted on the same day of services via concurrent documentation. If there is a technology related issue, notes will be entered within 24 hours of service in the Albany County IMA EHR system. Service plans will be reviewed on a bi-monthly basis and will be specific to each individual's criminogenic needs and ability to remain in the community to avoid recidivism.

The case managers will maintain monthly tracking forms and submit to the County Reentry Coordinator to communicate performance related to goals, targets, and life indicators of reentry individuals. This tool will be utilized as a quality improvement tool in the program to target potential areas for growth.

Case review meetings will be attended bi-weekly by the case managers and an update will be given regarding the progress of each individual, referrals submitted, challenges faced, and planning for discharge.

Monitoring and Recognition

RSS will authorize any county, state, federal personnel to observe and monitor the program and issue a report to Albany County Department of Mental Health. Financial records will be made available, upon request. Any press inquiries will result in notification of the Albany County Department of Mental Health to coordinate a response.

Quality Assurance

RSS takes the quality of its' programs very seriously. To maintain quality, case managers will have a weekly supervision with their direct supervisor. In addition, regular documentation and quality of service reviews will be completed by the program supervisor and director to ensure program targets and outcome measures are being reached.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: REENTRY CASE MANAGEMENT SERVICES

RFP Number: RFP-2021-096

COMPANY: Rehabilitation Support Services, Inc

ADDRESS: 314 Central Ave

CITY, STATE, ZIP: Albany, NY 12206

TEL. NO.: (518) 462-1094 ext. 233

FAX NO.: (518) 462-1097

FEDERAL TAX ID NO.: 14-1609149

REPRESENTATIVE: Lauren Tegnanter

E-MAIL: LTegnanter@rehab.org

SIGNATURE AND TITLE: Lauren Tegnanter, managing Director

DATE: 7/20/21

Cost Proposal
RFP # 2021-096

Personnel

<i>Position</i>	<i>Pay Rate</i>	<i>Hours/Week</i>	<i>Cost</i>
Case Manager	\$20/hour	40 hours	\$41,600
Case Manager	\$20/hour	40 hours	\$41,600
Supervisor	\$7,000/year	5 hours	\$7,000
Total			\$90,200

Fringe Benefits

<i>Component</i>	<i>Rate</i>		<i>Cost</i>
Fringe benefits for Case Manager including Social Security, Medicare, Workers Comp, 401K, NYS Paid Leave, Health Insurance	31%		\$12,896
Fringe benefits for Case Manager including Social Security, Medicare, Workers Comp, 401K, NYS Paid Leave, Health Insurance	31%		\$12,896
Fringe benefits for Supervisor including Social Security, Medicare, Workers Comp, 401K, NYS Paid Leave, Health Insurance	31%		\$2,170
Total			\$27,962

Supplies & Travel

<i>Item(s)</i>			<i>Cost</i>
Computer			\$1,330
Office Supplies			\$250
Travel			\$4,600
Training			\$600
Total			\$6,780

Total Cost Proposal:

\$124,942

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

William DeVito
Signature

Executive Director
Title

Rehabilitation Support
Company Name
Services Inc.

7/19/21
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 19 day of July, 2021, before me personally appeared William DeVita to me known, who, being by me sworn, did say that he resides at (give address) Niskayuna, New York; that he is the (give title) Executive Director of the (name of corporation) Rehabilitation Support Services, Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Michelle E. Ciko
Notary Public, State of New York
No. 01CI4991851
Qualified in Albany County
Commission Expires February 10, 2022

Michelle E. Ciko
Notary Public, State of New York
Qualified in Albany County
Commission Expires 2-10-22

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

7/19/21
Date

William DeVito
Signature

Executive Director
Title

Rehabilitation Support
Company Name

Services, Inc.

**ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR Rehabilitation Support Services, Inc.			
2. VENDOR'S LEGAL BUSINESS NAME Rehabilitation Support Services, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1609149 b) DUNS # 006-00-2026	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.rehab.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 5172 Western Turnpike Altamont, NY 12009		7. TELEPHONE NUMBER 518-464-1511	8. FAX NUMBER 518-464-9198
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Elizabeth Kadatz Title Director of Operations Telephone Number 518-579-4215 Fax Number 518-464-9198 e-mail EKadatz@rehab.org			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME William DeVita	TITLE Ex Director	b) NAME Elizabeth Kadatz	TITLE Dir of Operations
c) NAME Tim Reynolds	TITLE CFO	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEDN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
Rehabilitation Support Services (RSS)
Contract for the Provision of Reentry Case Management Services,
October 1, 2021 – September 30, 2022
Funding Authorized by Resolution No _____

This Agreement by and between the County of Albany, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County") and Rehabilitation Support Services 314 Central Avenue, Albany, N.Y. 12206 (hereinafter referred to as the "Contractor")

WITNESSETH:

WHEREAS, the County is in receipt of grant funding provided by the New York State Division of Criminal Justice (hereinafter referred to as "DCJS") for purposes of establishing and maintaining a Reentry Task Force designed to enhance the reentry service delivery system and to assist identified high need/high risk individuals who are returning to the community from prison to successfully integrate back to the community, for purposes of reducing recidivism (hereinafter referred to as the "Grant"); and,

WHEREAS, as part of its responsibilities under the aforementioned grant, the County is required to provide various case management services; and,

WHEREAS, in conjunction with the aforementioned grant, the County issued RFP-2021-096 seeking the services of a qualified provider to provide Case Management Services to the targeted population receiving reentry services; and,

WHEREAS, the Contractor has submitted a proposal to provide the aforementioned services; and,

WHEREAS, the County has reviewed the proposal of the Contractor and recommended an award of this Agreement to the Contractor; and,

WHEREAS, funding for the Agreement was duly authorized by the Albany County Legislature by Resolution No. _____ adopted on _____.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SERVICES TO BE PERFORMED BY CONTRACTOR:

As part of this Agreement, the Contractor shall provide the case management services as set forth in Attachment "A" attached hereto and made a part hereof. All services shall be provided in a manner that is consistent with the goals and intentions of the Grant.

The parties hereto specifically acknowledge the terms of RFP#2021-096. The contract documents shall consist of this Agreement, the RFP, and the Provider's proposal. In the event of any discrepancy as to the terms of this Agreement, the contract documents shall be interpreted in the following order: (1) This Agreement; (2) The RFP; (3) The Proposal.

ARTICLE II. PROGRAM OUTCOMES AND PERFORMANCE MEASURES:

As part of this Agreement, and in compliance with the Grant, the Contractor shall be required to monitor and track client outcomes and quality of life indicators for all individuals receiving services. Said program outcomes and performance measures shall adhere to the requirements set forth in Attachment "A".

ARTICLE III. CONFIDENTIALITY

The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations, including, but not limited to NYS Mental Hygiene Law, Social Services Law, Public Health Law, OASAS regulations and HIPAA, as partially described in Attachment "A". Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this Agreement.

ARTICLE IV. RECORD-KEEPING, MONITORING AND REPORTING

With respect to case management services, progress notes must be documented within 24 hours of service delivery, including all face to face, phone and collateral contacts. Individualized service plans should identify goals that support individual's criminogenic needs and successful tenure in the community.

Case management services will track Ready Set Work (RSW), CBI and Re-Entry Opportunities and Orientation towards Success (ROOTS) attendance. Case management services will track housing status, social services status, mental health treatment, substance abuse treatment and all programs mandated by Parole and report on such weekly to the designated Reentry Coordinator.

For monitoring and reporting purposes, all program facilities of the Contractor shall be open to authorized Federal, State and County personnel for the purposes of observation and monitoring of program operations. Any written report issued as a result of such inspections will be maintained by the County.

Upon request, the Contractor will make all financial, program and other related records available to all Federal, State and/or County personnel conducting monitoring visits.

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

All client and related records in the possession of either party shall be made available to either party to this Agreement without expense to the other party. All records shall be provided in a manner consistent with the Confidentiality requirements set forth in Article III herein and the RFP.

The Contractor shall advise the County of all press inquiries received and shall, to the extent feasible, confer with the County related to their response prior to issuing any public statements.

ARTICLE V. COOPERATION

The Contractor shall cooperate and communicate with representatives, agents and employees of the County and the County shall cooperate with the representatives, agents, and employees of the Contractor to the end that work may precede expeditiously and economically.

ARTICLE VI. RELATIONSHIP

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

ARTICLE VII. SCHEDULE

The Contractor shall perform pursuant to this Agreement in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

ARTICLE VIII. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Contractor, in Albany County's EHR, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and

final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

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

ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Contractor agrees to accept reimbursement as provided by the NYS Division of Criminal Justice Services. The total annual contract funding to be made available is not to exceed One Hundred Twenty five Thousand dollars (\$125,000.00).

Compensation shall be made upon receipt of quarterly claims submitted by the Contractor to the Department, when program performance indicators have been reached and accompanied by such documentation as is required by the County. Claims will be required to be submitted in a format that provides documentation of actual expenditures. Claims are to be submitted by the 15th of the month following the month of service.

Payment for services is specifically conditioned upon funding and services being approved by the NYS Division of Criminal Justice Services under the Grant. If a claim is not an allowed service under the Grant and/or if funding is not approved by DCJS, the County shall have no further obligation to the Contractor for payment for services provided pursuant to this Agreement.

ARTICLE X. NON-APPROPRIATIONS

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

ARTICLE XI. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of,

or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XII. INSURANCE

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

ARTICLE XIII. ASSIGNMENTS

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

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

ARTICLE XIV. CONFLICT OF INTEREST

The Contractor hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Contractor shall promptly notify the County.

ARTICLE XV. NON-DISCRIMINATION

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that it shall not, by reason of race, creed, color, national origin, age, sex, sexual orientation, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the work contemplated by this Agreement.

ARTICLE XVI. GOVERNING LAWS

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

ARTICLE XVII. TERM OF AGREEMENT

This Agreement shall take effect one year term of October 1, 2021 through September 30, 2022 (contingent on the availability of state funds), which may be subject to annual renewal, with the option to renew for an additional one year term, at the discretion of the County and State.

Each year, the Contractor will be required to submit an annual work plan and budget for review and approval by Albany County Department of Mental Health, in such format as may be required. Each annual renewal will be subject to authorization by the Albany County Legislature and/or the Contract Administration Board.

ARTICLE XVIII. TERMINATION OF AGREEMENT

The County shall have the right to terminate this agreement, without cause, upon sixty (60) days prior written notice by the County. In the event of a material breach of any of the terms of this Agreement as determined by the County and/or DCJS, the County shall have the option to immediately terminate this Agreement.

In the event of termination of this Agreement, the Contractor shall be entitled to compensation only for those services actually performed, which were appropriate and consistent with the RFP and which have been approved and funded by DCJS.

ARTICLE XIX. REMEDY FOR BREACH

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

ARTICLE XX. MACBRIDE PRINCIPLES

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

ARTICLE XXI. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Contractor shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement. Further, the Contractor shall comply with the terms of Attachment 3 to the Agreement.

ARTICLE XXII. ADDITIONAL ASSURANCES

- a. The Contractor agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.
- b. The Contractor agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.
- c. The Contractor agrees to comply with all applicable State and Federal statutes and regulations.

ARTICLE XXIII. INVALID PROVISIONS

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

ARTICLE XXIV. NOTICES

Any notice required to be given under this Agreement by CONTRACTOR to the COUNTY shall be in writing and sent by certified mail, return receipt requested, to:

Daniel C. Lynch, Esq

Deputy County Executive
112 State Street, Room 200
Albany, New York 12207

ARTICLE XXV. NO WAIVER

No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

ARTICLE XXVI. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by the COUNTY and the Contractor.

ARTICLE XXVII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties hereto and there are no collateral or oral agreements or understandings with respect to the subject matter of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties.

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

COUNTY OF ALBANY

DATE: _____

BY: _____

Hon. Daniel P. McCoy
County Executive or
Daniel C. Lynch, Esq
Deputy County Executive

Rehabilitation Support Services
314 Central Avenue
Albany, N.Y. 12206

DATE: _____

By:

William Devita, Executive Director

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

On the ____ day of _____, 2021 before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity,

and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2021 before me, the undersigned, personally appeared, Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day _____, 2021, before me, the undersigned, personally appeared, William Devita personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"

INSURANCE COVERAGE

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

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

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

4. **Professional Liability Insurance:** A policy or policies covering all operations of contractor and employees with limits of not less than \$1,000,000.

Attachment "A"

Scope of Services

REENTRY CASE MANAGEMENT

The purpose and overarching goal of the County Reentry Task Force (CRTF) program is to enhance the reentry service delivery system, to identified moderate to high risk / high need individuals returning to the community from prison to successfully integrate back to the community, reduce recidivism of re-arrest and parole violations, effect offender behavioral change, enhance offender accountability and promote public safety. CRTFs are charged with coordinating and managing services provided to individuals to ensure effective reentry into the community.

The County Reentry Program consists of a Reentry Task Force which includes designated County Co-Chair(s) and the DOCCS Co-Chair, Reentry Coordinator, Case Review Committee and Case Management Services. The key to this successful program is **Collaboration** among the numerous partners and community programs, **Coordination** of services, referrals, linkages and follow-up and **Communication** among key partners, the contracted service of RSS and the Reentry Coordinator. The Reentry Coordinator establishes all meetings, manages and tracks progress regarding services delivery, performance outcomes, program goals, and has oversight of the case management contracted services with RSS.

Case Management Services – is a collaborative process of planning, assessment, referrals, coordination, linkage to services, communication, advocacy, monitoring and tracking of data for reentry program individuals to successfully integrate back into the community and meet their conditions of parole. The following highlights case management expectations of the contracted service with RSS.

Case Management Services Delivery- Case management services are to be delivered from October 1, 2021 – September 30, 2022. RSS is expected to fulfill all contracted targets which includes (150 Individual Case Conferences, 135 Intakes Assessments, 115 Service Coordination Plans, 25 enrolled into Ready Set Work and 13 Successfully Complete Ready Set Work). If contracted targets are reached before September 30, 2022, RSS must continue delivery of case management services until the contract is ended.

Intake Assessment - an intake assessment on each program approved reentry individual will be completed *within one week* of the individual being referred to reentry and / or has returned to the community. The intake assessment (use CRTF Intake Assessment form) identifies the strengths and areas of need for the individual inclusive of the conditions of Parole. The following areas must be assessed and needs identified by Case Manager and tracked:

- Family demographics and relationships, support system,
- Housing - current living arrangement and/or plan to obtain housing
- Employment – previous history if any and/or plan to obtain

- Educational/vocational needs
- Substance abuse treatment needs, provider status and current mandates
- Mental health – history of treatment, medication, provider status and current mandate
- Medical Needs -, provider status and current mandates
- Veteran Status and services
- Anger, aggression, Domestic Violence – history, services, treatment and current mandate
- Sex offender status -history, treatment plan and current mandates
- Any social support needs including care coordination, DSS navigation, transportation, identification, access to mobile device and other barriers to re-integration

**Housing, Social Services assistance, Employment and Behavioral Health are a key areas that assistance is needed, with housing and employment necessary for condition of Parole

Additionally, the intake assessment should include the review of any historical and current information obtained from Parole, the prison and Reentry Coordinator that is available to be shared. An assessment form will need to be completed and uploaded to Albany County EHR for shared access with Reentry Coordinator within 24 hours after intake for tracking and preparation for case review meeting. It is incumbent upon the Case Management provider to make contact with reentry individual to conduct an intake assessment. Contact can be made with individuals in the provider's office; at Parole Office or in the community. The contractor should assertively outreach and engage reentry individuals for the completion of intake assessments and begin providing support services for a minimum of 30 days up to four months or longer if required.

Service Coordination Plan – the Case Review Committee will develop the initial service coordination plan based on referral from the facility, additional information provided by parole and committee consultations. This service coordination plan will be individualized and detailed after case manager meets with client to complete Intake Assessment Form and speaks with Parole to review and agree with completed service coordination plan. Thus the service coordination plan is completed immediately after the Intake Assessment is conducted and must be shared with assigned Parole Officer. The service coordination plan will be periodically reviewed and refined based on client's progress and changing needs. The service coordination plan will be sent to the assigned Parole officer to ensure communication and no duplication of efforts as well as presented to the Case Review Committee. Strength based, client centered approach will be utilized in the development, implementation, and review of individualized service coordination plan. Individualized service coordination plan will identify goals that support individuals criminogenic and stabilization needs that promote successful tenure in the community.

Service Coordination Plan Management – it is the expectation that case manager will make referrals of reentry individuals to agencies for services and ensure that appointments and linkages are made. Case Manager will follow-up with clients as well as providers to confirm that connection to services has occurred. Service Coordination Plans will be reviewed by the Reentry Coordinator throughout service provision and at the time of

discharge to ensure that most if not all identified needs were met and or referrals submitted to complete those needs. All Case Management Services will need to be documented in Albany County EHR and, therefore, accessible for review at any time.

The Case Management service will include a minimum of 2 FTE Case Managers, each of whom will maintain a caseload of reentry individuals. Masters-level staff OR bachelor level staff with a minimum of 5 years' experience with reentry individuals and services OR staff with lived-experience who have case management/mentoring experience in providing reentry services is required due to the seriousness and complexity of service needs presented by moderate to high risk / high need individuals, including the frequent presence of co-occurring behavioral health concerns.

Periods of case management service are expected to last a minimum of 30 days to 120 days (4 months). Services can be continued to be provided past this period in order to achieve already identified service coordination plan needs. Whenever possible, pre-release planning should be pursued up to three (3 months) prior to release. Receipt of pre-release referral information varies and many notifications occur within 30 days of pre-release or just prior to release date. Therefore, it is incumbent upon the Case Management provider (RSS) to make contact with reentry individuals to conduct an intake assessment as soon as they are released and/or referred by community provider and received/obtained a signed released of information.

During the post-release period, case managers will conduct intake assessment of individual needs, including both criminogenic and stabilization needs; modify service coordination plan as needed and begin the referral and linkage process to ensure a smooth transition for the individual. This case management support will include completing applications, scheduling appointments and providing follow-up with agencies to ensure effective program linkages. Additionally, case managers will provide ongoing contact with the reentry individual and collateral providers to provide support in maintaining service linkages and addressing new needs as they emerge.

It is expected that there will be a minimum of four (4) contacts within a 30 day period between the case manager and the reentry individual. This can occur in a number of ways: direct contact with the reentry individual via telephone or face to face; meeting reentry individuals at Parole or provider appointment and transporting individual to an appointment. Each month, one (1) of the contacts with the reentry individual MUST be in the community and not RSS' or Parole's office. Case Manager will also be in regular contact with collateral providers to receive updates on clients' status and progress in the community.

The Case Management Service is required to manage a flexible spending fund for the purpose of addressing the unmet needs of individuals reentering the community. This can include the purchase of emergency clothing, personal care items, obtaining documents such as an NYS ID, Birth Certificate, Social Security card, Mobile devices, household kits, supplies needed to support work or vocational goals, bus passes, etc. Flexible spending funds cannot be used to purchase services or benefits already available through another service organization.

Reentry Program Outcomes and Performance Measures Reporting

RSS will develop a monthly tracking report to provide the County Reentry Coordinator who will be receiving the information to report Albany County and DCJS of population being served. RSS will be required to track specific indicators of all reentry individuals receiving Case Management Services. These indicators include the following:

1. Number of persons who obtained housing each month
2. Number of persons obtained employment each month
3. Number of persons referred to specific treatment services such as listed below:
 - a. Substance abuse
 - b. Sex offender
 - c. Mental health
 - d. Domestic Violence
 - e. Anger Management
4. Demographic to be on a monthly basis includes:
 - a. Homeless at release
 - b. Gender
 - c. Age
 - d. Ethnicity

Case Management services will also be required to track and document the following program evaluation outcomes:

1. # of contacts per month of service for each client
2. # of Intake Assessments (Goal 135 annual, approx. 12 a month)
3. # of Service Coordination Plans (Goal 115 annual)
4. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program (Goal 25 annual)
5. # of reentry individuals enrolled/engaged in Ready Set Work! employment readiness program complete the program (Goal 13 annual)
6. Number of Bus Passes provided per month
7. # of program discharge and type of discharge as listed below:
 - a. Successful
 - b. Unsuccessful
 - c. Administrative

Claims will be required to be submitted quarterly in a format that provides detail documentation of actual expenditures.

Confidentiality

RSS will comply with all applicable confidentiality laws, regulations and requirements, including but not limited to the following, as they now exist or may be amended in the future.

- NYS Social Services Law, Sections 367b (4) and 369(4)
- NYS Public Health Law, Article 27-F
- 18 NYCRR Part 357
- The Health Insurance Portability and Accountability Act (HIPAA) and related regulations found at 45 C.F.R. Parts 160 and 164

Record-Keeping

Progress notes will document date and time of client and collateral contact and will reflect discussion points covered, plan of action to be taken by both client, case manager and/or collateral. Progress notes must be documented in Albany County EHR within 24 hours of service delivery, including all face to face, phone and collateral contacts. Additionally, the below listed documents will be uploaded into Albany County EHR for each client:

1. Intake Assessment- reviewed and signed by client and staff
2. Service Coordination Plan- all iterations of service plan
3. DOCCS release paperwork- Referral, Taper, COMPAS, Release papers, DOCCS ID, conditions of Parole and any documents provided by DOCCS
4. Release of Information- DOCCS, Behavioral health and or Collaterals
5. Benefit award letter- DSS, SSA or Unemployment
6. Copies of applications submitted for identification and copies of identification once received (Birth certificate, Social Security card, DMV-non driver's ID, etc.)
7. Documents needed for submission of referrals (physical exams, ID, proof of disability etc.)
8. Ready Set Work! (RSW)/Vocational Readiness Program attendance and completion certificates.
9. Paystubs or stipend from CEO or other program
10. Signed housing leases/ proof of housing placement

Cognitive Behavioral Intervention Programming

The ACRTF currently offers a CBI programming in the form of READY SET WORK! (RSW) which is a pre-employment vocational training program. Our current programming structure is offered twice a week, for five weeks, on Tuesdays and Thursdays from 1p.m. to 3p.m. with a minimum of 20 hours of instruction. If a client misses a session, ACRTF must provide a makeup class before client can continue regularly schedule sessions as each module builds upon itself. This 20 hour CBI must be offered four times per year to meet DCJS contract expectations.

DCJS offers annual training of this CBI and it is expected that the subcontractor will commit staff time to receive training when offered in order to support the facilitation of this program to our clientele. Subcontractor is expected to identify and support a client's engagement in this CBI RSW program.

Our Target number for the contact year is to enroll at minimum (25) Individuals to Ready Set Work! Attendance of at least one class is required to be counted as enrolled. Attendance sheets for each module must be completed and included in client's file and another copy forwarded to ACRTF Coordinator for record keeping. The target number for graduation/completion is a minimum of (13) per contract year.

Attachment "B"

Contractor's Budget

<u>Staff Salaries</u>	Annual Salary	%	Reentry Allocation
Executive Director	\$87,500	7 %	\$6,125
Navigator	\$48,000	100%	\$48,000
Case Manager	\$42,000	94%	\$39,480
			\$93,605
Fringe Benefits	23.00%		\$21,529
Direct Costs:			
Travel/Vehicle Expenses			\$209
Phone-all			\$1,761
Office Supplies			\$1,351
Contracted Services			\$1,445
Office Space			\$5,919
Staff Expenses/Advertising			\$226
Client Travel & Stipends			\$27,719
Equipment Expense			\$358
Insurance			\$1,419
Total Direct Costs			\$40,407
<u>Indirect Costs</u>			
CFO	\$70,000	7.00%	\$4,900
Bookkeeper	\$38,400	9.00%	\$3,456
Fringe Benefits on Admin			\$1,127
Total Indirect Costs			\$9,483
Total Expenses			\$165,024
Net Deficit/Surplus			(\$35,024)

Attachment "C"

OBLIGATIONS AND ACTIVITIES OF THE CONTRACTOR AS A BUSINESS ASSOCIATE PURSUANT TO 45 C.F.R. 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 Contractor 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 terms "Business Associate" shall mean the Contractor, Homeless and Travelers Aid Society.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, Albany County Department of Mental Health and all parts thereof and the Albany County Department of Social Services.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501, 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 C.F.R. 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 C.F.R. Section 164.501, limited to the information created or received 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 C.F.R. Section 164.501.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his Designee.

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 the Protected Health Information, other than as provided for by this Agreement.
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 the Protected Health Information not provided for by the Agreement, of which it shall become aware.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
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 and Protected Health Information, 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 C.F.R. Section 164.528.
10. Business Associates 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.

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 State and Federal 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 42 CFS Section 164.504 (e)(2)(i)(B).
4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502 (j) (1).
5. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required and as consistent with the terms of the RFP and as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICES 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

1. 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

2. The term of this Agreement shall be October 1, 2018 through September 30, 2019. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 42 CFR Section 164.
3. 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 business (10) days. If the Business Associate does not cure the breach and end the violation within ten business (10) 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 are 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.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or applicable State or Federal 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.



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

August 26, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Albany County Department of Health requests to contract with Cornell Cooperative Extension (CCE) to facilitate lead remediation trainings. Cornell Cooperative Extension is certified by the Environmental Protection Agency to provide Renovation, Repair and Painting (RRP) training courses. These trainings will assist the workforce in Albany County to meet the increasing workload presented by the RRP law. We are requesting to contract with CCE to provide this service from October 1, 2020 to September 30, 2021. This is 100% grant funded through the Childhood Lead Poisoning Primary Prevention Program.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

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

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2681, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to contract with Cornell Cooperative Extension to provide Renovation, Repair and Painting (RRP) training courses

Date:	August 25, 2021
Submitted By:	Dr. Elizabeth Whalen
Department:	Health
Title:	Commissioner of Health
Phone:	518-447-4584
Department Rep.	
Attending Meeting:	Dr. Elizabeth Whalen

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):

Cornell Cooperative Extension
24 Martin Road
Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$26,500

Scope of Services: Cornell will provide three (3) RRP refresher courses and six (6) RRP initial courses to property owners, contractors and others who may need to be certified to perform lead based paint remediation. They will also provide EPA Lead Risk Assessor/Inspector training for four (4) people.

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

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line: A4010.0.4409
Revenue Amount: \$26,500

Appropriation Account and Line: A4010.4.4046
Appropriation Amount: \$26,500

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/1/2020 - 9/30/2021
Length of Contract: 12 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso 302 of 2020
Date of Adoption: 9/14/2020

Justification: (state briefly why legislative action is requested)

Cornell Cooperative Extension (CCE) is certified by the Environmental Protection Agency to provide Renovation, Repair and Painting (RRP) training courses, along with EPA Lead Risk Assessor/Inspector courses. These trainings will assist the workforce in Albany County to meet the increasing workload presented by the RRP law. We are requesting to contract with CCE to provide this service from October 1, 2020 to 9/30/2021. This is 100% grant funded through the Childhood Lead Poisoning Primary Prevention Program.

RESOLUTION NO. 302**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION TO PROVIDE TRAINING COURSES FOR LEAD BASED PAINT REMEDIATION**

Introduced: 9/14/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with Cornell Cooperative Extension to utilize grant funding through the Childhood Lead Poisoning Primary Prevention Program to provide Renovation, Repair and Painting (RRP) in an amount not to exceed \$22,500 for the term commencing April 1, 2020 and ending September 30, 2020, and

WHEREAS, Cornell Cooperative Extension is certified by the Environmental Protection Agency to provide RRP training courses and will provide five RRP initial courses, RRP refresher courses, and four window replacement trainings, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension to provide Renovation, Repair and Painting training courses for individuals who need to be certified to perform lead based paint remediation in an amount not to exceed \$22,500 for the term commencing April 1, 2020 and ending September 30, 2020, 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 - 9/14/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of September, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of September, 2020.

Neale Chambers

Clerk, Albany County Legislature



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

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www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

August 27, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Albany County Department of Health (ACDOH) has been notified of additional grant funding from the NYS Department of Health. The COVID19 Vaccine Response program will help promote and increase COVID19 vaccine and other vaccine uptake. ACDOH did not have to apply for this funding opportunity. The funding will be budgeted in 2022, 2023 and 2024. We request approval to contract with NYS Department of Health for the grant term January 1, 2021 – June 30, 2024 with a total funding of \$338,857.80.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

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

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2690, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to contract with NYSDOH regarding the COVID Vaccine Response grant

Date: August 27, 2021
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

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: NYSDOH
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):

NYS Department of Health
Bureau of Immunization
Corning Tower, Rm 649
Empire State Plaza
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$338,857.80
Scope of Services: To promote and increase COVID-19 vaccine and other vaccine uptake.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2021 - 6/30/2024
Length of Contract: 42 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Albany County Department of Health (ACDOH) has been notified of additional grant funding from the NYS Department of Health. The COVID19 Vaccine Response program will help promote and increase COVID19 vaccine and other vaccine uptake. ACDOH did not have to apply for this funding opportunity. The funding will be budgeted in 2022, 2023 and 2024. We request approval to contract with NYS Department of Health for the grant term January 1, 2021 - June 30, 2024 with a total funding of \$338,857.80.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

LISA J. PINO, M.A., J.D.
Executive Deputy Commissioner

August 9, 2021

Elizabeth Whalen, MD, MPH
Commissioner of Health
Albany County
175 Green Street, P.O. Box 678
Albany, New York 12201-0678

RE: COVID Vaccine Response Contract # C36915GG Contract Term: 1/1/21 – 6/30/24
Total budget amount: \$ 338,857.80
20% of budget (for special populations, see below): \$ 67,771.56

Dear Commissioner Whalen:

The New York State Department of Health (NYSDOH) is awarding your county a Local Health Department (LHD) COVID19 Vaccine Response contract to promote and increase COVID-19 vaccine and other vaccine uptake. Your contract funding amount is listed above and the work plan is attached. This funding may be used for COVID-19 vaccine implementation expenses retroactive to January 1, 2021 and is available through June 30, 2024.

Please review the budget and justification instructions and complete a budget on the attached template. Examples of allowable expenses are listed on the template. Note: You must use at least 20% of this contract funding to conduct activities to promote and increase COVID-19 and other vaccine uptake in racial and ethnic minority groups and to increase accessibility for people with disabilities.

Please email a completed budget template to ImmAdmin@health.ny.gov and your regional representative by **Friday, October 1, 2021**. Please send questions to ImmAdmin@health.ny.gov.

Sincerely,

Robin Sutor
Director, Bureau of Immunization

Attachments: COVID Vaccine Response Work plan
COVID Vaccine Response Budget and Justification Template

CC: Chris Mayone
Kilynn Erwin
Barbara Joyce



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

August 23, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the November meeting of the Legislature. Albany County Department of Health (ACDOH) has been notified of additional funding to expand our current Community Health Worker Program. Our current Maternal and Infant Community Health Collaborative, works to improve maternal and infant health outcomes for Medicaid-eligible, low-income women, and their families, and reduce disparities in those outcomes. The project also helps to address key barriers that impact maternal health outcomes, including providing childbirth education and support, promoting collaborative childcare and social support networks, assisting with the development of a birth plan and supporting increased health literacy. The extended grant term will be from 10/1/2021 – 6/30/2022, funding was anticipated and placed in the 2021 budget.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

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

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2672, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to amend the contract with NYSDOH for the Maternal Child Health CHW Program

Date:	8/23/2021
Submitted By:	Dr. Elizabeth Whalen
Department:	Health
Title:	Commissioner of Health
Phone:	518-447-4584
Department Rep.	
Attending Meeting:	Dr. Elizabeth Whalen

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

Acceptance

Submission Date Deadline 9/30/2021

- 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):

NYS Department of Health
Riverview Center
150 Broadway Center, Suite 560
Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$334,024

Scope of Services: Albany County Department of Health, utilizing Community Health Workers (CHWs) funded through this initiative, will work with community partners to assist women in accessing insurance, health care and other services to improve their health prior to pregnancy, during pregnancy and between pregnancies.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A 4010.0.3402

Revenue Amount: \$334,024

Appropriation Account and Line: Various lines

Appropriation Amount: \$334,024

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 10/1/2021 - 6/30/2022

Length of Contract: 9 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: 398 of 2020

Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

Albany County Department of Health (ACDOH) has been notified of additional funding to extend our current Community Health Worker Program. Our current Maternal and Infant Community Health Collaborative, works to improve maternal and infant health outcomes for Medicaid-eligible, low-income women, and their families, and reduce disparities in those outcomes. The project also helps to address key barriers that impact maternal health outcomes, including providing childbirth education and support, promoting collaborative childcare and social support networks, assisting with the development of a birth plan and supporting increased health literacy. The extended grant term will be from 10/1/2021 - 6/30/2022, funding was anticipated and placed in the 2021 budget.

8/23/2021

Mail - Witherspoon, Shanna - Outlook

CHWE1 C34810GG Extension BP4 ALBANY COUNTY OF 10/1/21 - 6/30/22

doh.sm.dfh.boa <dfh.boa@health.ny.gov>

Thu 8/5/2021 9:12 AM

To: Nowak, Jenah <Jenah.Nowak@albanycountyny.gov>; Dethomasis, Kathleen <Kathleen.Dethomasis@albanycountyny.gov>; Madison, Lara <Lara.Madison@albanycountyny.gov>; Witherspoon, Shanna <Shanna.Witherspoon@albanycountyny.gov>
Cc: Shelton, Christia M (HEALTH) <Christia.Shelton@health.ny.gov>; Foster, Nick (HEALTH) <Nick.Foster@health.ny.gov>

📎 1 attachments (142 KB)

Attachment 1 CHW Standards.pdf;

Dear Grantee:

This is to inform you of the New York State Department of Health’s intent to extend your Maternal Infant Community Health Collaboratives and Community Health Worker Expansion for a nine-month period of October 1, 2021 – June 30, 2022. As a reminder this contract is referenced in the New York State Grants Gateway as *Community Health Worker Expansion (CHWE)*.

Your award for this new period is 334024. The calculation for this award is based on the current annual allocation / 12 x 9 months + a one-time funding adjustment as indicated below.

Annualized Base (10/1/20 - 9/30/21)	\$367990
Pro-Rated (10/1/21 - 6/30/22)	\$275993
Additional Funding (10/1/21 - 6/30/22)*	\$58031
Total Award 10/1/21 - 6/30/22	\$334024

*The additional funds will be used to support:

- Salary increases for Community Health Workers (CHWs) to ensure they are compensated equitably with a living wage according to the U.S. Department of Labor standards.
- Required staff training focused on cultural humility, anti-racism, and equity in perinatal care which will better enable program staff to provide supportive services which improve health and behavioral outcomes – especially for BIPOC (Black, Indigenous, and People of Color) birthing people;
- Education/training required for CHW Pathway to CHW Supervisor (see Attachment 1); and
- Subcontracts with community partners to address service gaps, in response to community input and needs assessments.

8/23/2021

Mail - Witherspoon, Shanna - Outlook

Recently, we sent out a reminder notice to all current grantees requesting that current period end budget modification requests (budget period October 1, 2020 – September 30, 2021) be submitted to your program manager by August 13, 2021. It is imperative that these modifications are processed as soon as possible.

Once we have confirmed that you either do not require a budget modification OR you have received approval for a budget modification, you will receive a formal award notice for the new period.

Please direct any questions to your assigned program manager or contract manager as copied on this communication above.

Division of Family Health

Center for Community Health

New York State Department of Health

ESP CT Room 859

Albany, NY 12237

RESOLUTION NO. 398**AMENDING RESOLUTION NO. 349 FOR 2019 REGARDING THE
MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE**

Introduced: 11/9/20
By Health Committee:

WHEREAS, By Resolution No. 349 for 2019 this Honorable Body authorized an agreement with the New York State Department of Health regarding the Maternal and Infant Community Health Collaborative for the term commencing August 1, 2019 and ending September 30, 2020 in an amount not to exceed \$134,993, and

WHEREAS, The Commissioner of the Albany County Department of Health has been notified of additional funding in the amount of \$367,990 to expand the Maternal and Infant Community Health Collaborative Program for the term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner is requesting authorization to enter into an agreement with the New York State Department of Health regarding the Maternal and Infant Community Health Collaborative and Community Health Worker Program to assist women in accessing insurance, health care and other services to improve their health prior to pregnancy, during pregnancy and between pregnancies, and

WHEREAS, The Commissioner has indicated that the grant funding will be placed in the 2021 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 Department of Health regarding the Maternal and Infant Community Health Collaborative for the term commencing October 1, 2020 and ending September 30, 2021 in an amount not to exceed \$367,990, 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 - 11/9/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 9th day of November, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 10th day of November, 2020.

A handwritten signature in cursive script, reading "Meral Chambers".

Clerk, Albany County Legislature