

County of Albany

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



Meeting Agenda

Wednesday, November 17, 2021

5:30 PM

Held Remotely

Elder Care Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACT GRANT
3. AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING ADULT DAY SERVICES FOR SENIORS
4. AUTHORIZING AN AGREEMENT WITH DENTSERV DENTAL SERVICES, PC REGARDING DENTAL SERVICES FOR RESIDENTS AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER
5. AUTHORIZING AN AGREEMENT WITH LEADING AGE NEW YORK REGARDING THE ADVANCED TRAINING INITIATIVE
6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE ADVANCED TRAINING INITIATIVE PROGRAM
7. AUTHORIZING AN AGREEMENT WITH NURSE CONNECTION STAFFING REGARDING SUPPLEMENTAL NURSING STAFF FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER
8. AUTHORIZING AN AGREEMENT WITH LEADING AGE NEW YORK FOUNDATION OF LONG TERM CARE REGARDING A CORONAVIRUS EMERGENCY SUPPORT GRANT AND AMENDING THE 2021 DEPARTMENT OF RESIDENTIAL HEALTHCARE FACILITIES BUDGET

County of Albany

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



Meeting Minutes

Wednesday, October 27, 2021

5:30 PM

Held Remotely

Elder Care Committee

PREVIOUS BUSINESS:

Present: Carolyn McLaughlin, Bill L. Ricard, Robert J. Beston,
Frank J. Commisso, Gary W. Domalewicz, Jeff S. Perlee
and Jennifer A. Whalen

Excused: Norma J. Chapman and Joanne Cunningham

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:

**2. AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
MEDIA AND MARKETING SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER**

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

October 25, 2021

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

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature's approval for the following;

To accept the Medicare Improvement for Patients and Providers Act (MIPPA) grant from New York State Office for Aging. This grant funding shall be used to enhance and expand current activities to reach Medicare beneficiaries that are eligible for Low Income Subsidy (LIS) and/or the Medicare Savings Programs (MSP) and promote Medicare wellness and prevention benefits through collaboration between HIICAP and NY Connects programs. This program offers counseling, education and distribution of MIPPA material to help educate older adults in Albany County on Medicare related issues and programs

Grant Award Amount – \$18,474.00
Grant Term – 9/1/2020 to 8/31/2022
Funding Source – Federal – 100%
Budget Amendment – No
Revenue Account – A6772. 04779

Sincerely,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank 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-2865, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept grant funding from NYSOFA for Medicare Improvements for Patients and Provider Act (MIPPA) Program.

Date: 10/25/2021
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Riitano, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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 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 Office for Aging
2 Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$18,474.00

Scope of Services: To accept the Medicare Improvement for Patients and Providers Act (MIPPA) grant from New York State Office for Aging. This program shall reach out to culturally diverse populations and individuals with limited English proficiency through counseling, presentations and distribution of education material.

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: 04788
Revenue Amount: \$18,474.00

Appropriation Account and Line: 44046
Appropriation Amount: \$18,474.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 9/1/2020 - 8/31/2022
Length of Contract: 12 months

Impact on Pending Litigation

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

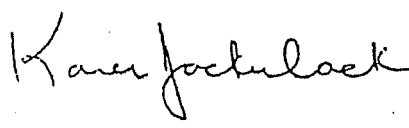
Previous requests for Identical or Similar Action:

Resolution/Law Number: 70
Date of Adoption: 3/8/2021

Justification: (state briefly why legislative action is requested)

To accept the Medicare Improvement for Patients and Providers Act (MIPPA) grant from New York State Office for Aging. This grant funding shall be used to enhance and expand current activities to reach Medicare beneficiaries that are eligible for Low Income Subsidy (LIS) and/or the Medicare Savings Programs (MSP) and promote Medicare wellness and prevention benefits through collaboration between HIICAP and NY Connects programs. This program offers counseling, education and distribution of MIPPA material to help educate older adults in Albany County on Medicare related issues and programs

NOTIFICATION OF GRANT AWARD UNDER THE MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT -
AGING and DISABILITY RESOURCE CENTER

Name and Address of Area Agency Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee Albany County																																												
Program Year - Beginning: 9/1/2020 Ending: 8/31/2022																																													
Fiscal Year from which funds are awarded: 2020	This award is Revised																																												
Federal CFDA No. - 93.071																																													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Section I - Cost Categories:</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>Personnel</td><td style="text-align: right;">\$6,151.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align: right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align: right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align: right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Expenses</td><td style="text-align: right;">0.00</td></tr> <tr><td>Subcontracts</td><td style="text-align: right;">12,323.00</td></tr> <tr><td>Approved Costs</td><td style="text-align: right; border-top: 1px solid black;">\$18,474.00</td></tr> <tr><td>Anticipated Income</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black;">\$18,474.00</td></tr> </tbody> </table>	<u>Section I - Cost Categories:</u>	<u>Amount</u>	Personnel	\$6,151.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	12,323.00	Approved Costs	\$18,474.00	Anticipated Income	0.00	Net Cost	\$18,474.00	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Section II - Grantee Budget - Grant Funding:</u></th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> </thead> <tbody> <tr><td>Grant Share (see remark 1)</td><td style="text-align: right;">\$18,474.00</td></tr> <tr><td>Other Resources Cash</td><td style="text-align: right;">0.00</td></tr> <tr><td>Other Resources In-Kind</td><td style="text-align: right;">0.00</td></tr> <tr><td>Net Cost</td><td style="text-align: right; border-top: 1px solid black;">\$18,474.00</td></tr> </tbody> </table> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Section III - Federal Funds Ceiling:</u></th> <th style="text-align: right; border-bottom: 1px solid black;"></th> </tr> </thead> <tbody> <tr><td>Grant Funds Ceiling</td><td></td></tr> <tr><td>A. SHIP Allocation</td><td style="text-align: right;">\$8,809.00</td></tr> <tr><td>B. AAA Reallocation</td><td style="text-align: right;">4,855.00</td></tr> <tr><td>C. ADRC Reallocation</td><td style="text-align: right;">4,810.00</td></tr> <tr><td>Grant Funds Ceiling (see remark 1)</td><td style="text-align: right; border-top: 1px solid black;">\$18,474.00</td></tr> </tbody> </table>	<u>Section II - Grantee Budget - Grant Funding:</u>		Grant Share (see remark 1)	\$18,474.00	Other Resources Cash	0.00	Other Resources In-Kind	0.00	Net Cost	\$18,474.00	<u>Section III - Federal Funds Ceiling:</u>		Grant Funds Ceiling		A. SHIP Allocation	\$8,809.00	B. AAA Reallocation	4,855.00	C. ADRC Reallocation	4,810.00	Grant Funds Ceiling (see remark 1)	\$18,474.00
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Remarks: In addition to the conditions contained in the Application for Funding, the conditions below apply to this award.																																													
<ol style="list-style-type: none"> 1. Reimbursement is limited to the <u>lower</u> of the Grant Share of net cost from grantee budget or the "Grant Funds Ceiling". 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable cost have been incurred and paid. 3. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit. 4. The final claim must be submitted to the State Office no later than 60 days after the close of the program period. 																																													
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: 10/7/2021																																											

RESOLUTION NO. 70**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE AGING REGARDING THE MEDICARE IMPROVEMENT FOR PATIENTS AND PROVIDERS ACT GRANT**

Introduced: 3/8/21

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with the New York State Office for the Aging to accept Medicare Improvement for Patients and Providers Act (MIPPA) grant funding in the amount of \$18,474 for the term commencing September 1, 2020 and ending August 31, 2021, and

WHEREAS, The Commissioner indicated that this grant funding will be used to support health insurance information counseling and assistance programs for seniors within Albany County, 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 Office for the Aging, Albany, NY 12223 to accept MIPPA grant funding in the amount of \$18,474 for the term commencing September 1, 2020 and ending August 31, 2021, 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 - 3/8/21



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7722
WWW.ALBANYCOUNTY.COM

DEBORAH C. RIITANO
COMMISSIONER

October 25, 2021

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a contract with Life Path, formerly Senior Services of Albany (SSA), to provide Adult Day Services to eligible older adults within Albany County. Life Path will provide access to adult day services to the highest quality, enabling older adults to maintain an independent lifestyle for as long as possible. The Contractor will provide 12,675 hours of adult day services at their two locations.

Life Path provides day care services that include structured, comprehensive programming that provides functionally – impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition, provided in a protective setting during the day, less than 24-hour period.

Grant Award Amount – \$131,820.00
Funding Source – 10% - County, 90% - Federal
Revenue Account – Aging -AA6772, 04773

Grant Term – 1/1/2022 – 12/31/2022
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank 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-2877, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract authorization with Life Path (Senior Services of Albany) to provide social adult day services to eligible older adults in Albany County.

Date:	10/27/2021
Submitted By:	Patrick Dillon
Department:	Aging
Title:	Contract Administrator
Phone:	518 447 7733
Department Rep.	
Attending Meeting:	Deborah C. Riitano, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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):

Life Path (Senior Services of Albany)
28 Colvin Avenue
Albany, New York 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$131,820.00

Scope of Services: Life Path shall provide social adult day services that include structured comprehensive programming that provides functionally impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition, provided in a protective setting during the day, less than a 24 hour period.

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: A46772, 04773

Revenue Amount: \$118,638.00

Appropriation Account and Line: A96772, 44046

Appropriation Amount: \$131,820.00

Source of Funding - (Percentages)

Federal: 90%

State: Click or tap here to enter text.

County: 10%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2022 - 12/31/2022

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: 391

Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative approval to enter into a contract with Life Path, formerly Senior Services of Albany (SSA), to provide Adult Day Services to eligible older adults within Albany County. Life Path will provide access to adult day services to the highest quality, enabling older adults to maintain an independent lifestyle for as long as possible. The Contractor will provide 12,675 hours of adult day services at their two locations.

Life Path provides day care services that include structured, comprehensive programming that provides functionally - impaired older adults with components including socialization, supervision, monitoring, personal care and nutrition, provided in a protective setting during the day, less than 24-hour period.

RESOLUTION NO. 391**AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING ADULT DAY SERVICES FOR SENIORS**

Introduced: 11/9/20

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Life Path regarding adult day services for seniors in the amount of \$131,828 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner indicated that Life Path will provide structured and comprehensive day care services that include socialization, supervision, monitoring, personal care, and nutrition in a protective setting, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Life Path, Albany, NY 12206 regarding adult day services for seniors in an amount not to exceed \$131,828 for the term commencing January 1, 2021 and ending December 31, 2021, 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, appearing to read "Michael Chamberlain", is written over a horizontal line.

Clerk, Albany County Legislature

NOTIFICATION OF GRANT AWARD UNDER TITLE III-B OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee Albany County																																																
Program Year - Beginning: 1/1/2021 Ending: 12/31/2021																																																	
Fiscal Year from which funds are awarded: 2021 Federal CFDA No. - 93.044 This award is New																																																	
Section I - Cost Categories <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th style="width:80%;"></th> <th style="text-align:right; font-weight:normal;">Amount</th> </tr> </thead> <tbody> <tr><td>Personnel</td><td style="text-align:right;">\$95,000.00</td></tr> <tr><td>Fringe Benefits</td><td style="text-align:right;">0.00</td></tr> <tr><td>Equipment</td><td style="text-align:right;">0.00</td></tr> <tr><td>Travel</td><td style="text-align:right;">0.00</td></tr> <tr><td>Maint. & Operations</td><td style="text-align:right;">35,802.00</td></tr> <tr><td>Other Expenses</td><td style="text-align:right;">9,198.00</td></tr> <tr><td>Subcontracts</td><td style="text-align:right;">332,543.00</td></tr> <tr><td>Approved Costs</td><td style="text-align:right; border-top: 1px solid black;">\$472,543.00</td></tr> <tr><td>Less:</td><td style="border-top: 1px solid black;"></td></tr> <tr><td>Anticipated Income</td><td style="text-align:right;">19,176.00</td></tr> <tr><td>Net Cost</td><td style="text-align:right; border-top: 3px double black; border-bottom: 3px double black;">\$453,367.00</td></tr> </tbody> </table>		Amount	Personnel	\$95,000.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	35,802.00	Other Expenses	9,198.00	Subcontracts	332,543.00	Approved Costs	\$472,543.00	Less:		Anticipated Income	19,176.00	Net Cost	\$453,367.00	Section II - Grantee Budget - Federal and Matching Funds: <table style="width:100%; margin-top: 10px;"> <tbody> <tr><td>1. Federal Share (see remark 1)</td><td style="text-align:right;">\$387,029.35</td></tr> <tr><td>2. Combined matching Share</td><td></td></tr> <tr><td> A. In-Kind</td><td style="text-align:right;">\$0.00</td></tr> <tr><td> B. Cash</td><td style="text-align:right;">\$66,337.65</td></tr> <tr><td> C. Volunteer Match</td><td style="text-align:right;">\$0.00</td></tr> <tr><td>3. Net Cost</td><td style="text-align:right; border-top: 1px solid black;">\$453,367.00</td></tr> </tbody> </table> Section III - Federal Funds Ceiling <table style="width:100%; margin-top: 10px;"> <tbody> <tr><td>A. Carryover</td><td style="text-align:right;">\$120,359.35</td></tr> <tr><td>B. Base Allocation</td><td style="text-align:right;">267,342.00</td></tr> <tr><td>C. III-C-1 Transfer</td><td style="text-align:right;">0.00</td></tr> <tr><td>D. III-C-2 Transfer</td><td style="text-align:right;">0.00</td></tr> <tr><td>E. Supplement</td><td style="text-align:right;">0.00</td></tr> <tr><td>* Federal Funds Ceiling (see remark 1)</td><td style="text-align:right; border-top: 1px solid black;">\$387,701.35</td></tr> </tbody> </table>	1. Federal Share (see remark 1)	\$387,029.35	2. Combined matching Share		A. In-Kind	\$0.00	B. Cash	\$66,337.65	C. Volunteer Match	\$0.00	3. Net Cost	\$453,367.00	A. Carryover	\$120,359.35	B. Base Allocation	267,342.00	C. III-C-1 Transfer	0.00	D. III-C-2 Transfer	0.00	E. Supplement	0.00	* Federal Funds Ceiling (see remark 1)	\$387,701.35
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E. Supplement	0.00																																																
* Federal Funds Ceiling (see remark 1)	\$387,701.35																																																
Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:																																																	
(XX) 1. Federal reimbursement is limited to the <u>lower</u> of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.																																																	
(XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid, and the non-federal share of the costs has been contributed.																																																	
(XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Supportive Services.																																																	
() 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.																																																	
() 5. Other:																																																	
Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 20, 2021																																															



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 7, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Dentserv to provide dental services to our residents.

Dentserv was chosen through the RFP process #2021-126 and was the lowest responsible bidder. The cost of this three (3) year agreement, that commences on January 1, 2022, will be \$108,000.00.

We respectfully request approval of this agreement

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank 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-2801, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Date:	October 7, 2021
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

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):

DentServ
15 Canal Road
Pelham Manor, New York 10803

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$108,000.00
Scope of Services: To provide dental services to all residents residing at Shaker Place
Rehabilitation and Nursing Center.

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: New York State Department of Health

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: 44069

Appropriation Amount: \$108,000.00

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 1/1/2022-12/31/2024

Length of Contract: 36 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: 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)

Residents residing at Shaker Place Rehabilitation and Nursing Center require dental services as per the NYSDOH regulations. Through the RFP process (RFP 2021-126) DentServ was the lowest responsible bidder and our current dental service company and their past performance has met all of our expectations.

September 20, 2021

15 Canal Rd.
Pelham Manor NY 10803

D: 914-738-1144

F: 914-738-0331

www.dentserv.com

I. Title Page

Ms. Karen A. Storm
Albany County Purchasing Agent
112 State Street
Room 1000
Albany, New York 12207
Karen.Storm@albanycountyny.gov

RE: RFP Dental Services for Albany County Nursing Home

Dear Ms. Storm:

Enclosed please find bid packages and our proposal for the provision for dental services to the residents of Albany County Nursing Home. Please know that we have carefully read and understand the specifications of this proposed contract and, if granted the bid, will be able to deliver the services as delineated as we have successfully in the past.

As the Chief Operating Officer of DentServ, I am authorized to represent the company and would be the contact person for any further correspondence or discussion. Our contact information is as follows:

DentServ Dental Services, PC
15 Canal Road
Pelham Manor, NY 10803
914-738-1144 ext 10 k 550
www.DentServ.com

Primary Contact:
Mr. Isaac Newman, Chief Operating Officer
inewman@DentServ.com

We thank you for the opportunity to bid on this service and sincerely hope to continue to provide dental care to your residents and patients.

Sincerely,



Isaac Newman
Chief Operating Officer

I. Table of Contents

Heading	Section
Company Information/Table of Contents	I
Experience/Resumes	II
Resumes	III
Plan Implementation	IV
Cost Proposal	V
Mandatory Documentation	VI

II. Experience

Since 1981, DentServ Dental Services has been a known and respected provider of dental treatment and care. We currently offer our programs and services to over 300 organizations and institutions throughout New York State.

DentServ's client facilities include nursing and rehabilitative centers, psychiatric centers; prisons and other organizations - including those individuals with complex clinical conditions and special needs. Our management team, along with our dentists, hygienists and dental assistants, offer unparalleled experience and expertise in institutional dentistry. We develop and provide site-specific programs that address the distinct needs of each facility and their patient population.


II. Resumes

The following management and professional staff would be involved in providing services, their resumes follow:

- Isaac Newman – Chief Operating Officer
- Isaac Zwick – Vice President of Operations
- Linda Kirby – Regional Manager – Facility Representative
- Alan S. Barr DDS – Dental Director
- William Y. Perez DDS – Dentist
- Darlene Patricia Stanton – Dental Assistant

Issac Newman

Chief Operating Officer

Staten Island, NY 10314 | 347-723-1005 | isaacnewman@gmail.com 

PROFESSIONAL PROFILE

Passionate and driven individual who masters each aspect of the industry to ensure smooth operations, financial growth, and an excellent customer experience. Builds solid connections based on personal integrity and friendly interactions. Focuses on building a cohesive staff that work together to accomplish great things. Analyzes current systems, streamlines processes and implements innovative solutions to save time and cut costs.

EXPERIENCE

CHIEF OPERATING OFFICER DENTSERV March 2016-Present

Oversees all aspects of operations at the leading Dental Service Provider in the field.

- Analyzes current systems to discover and implement innovative changes that save time and money while increasing the bottom line.
 - Reduced operational spending by over 17% through renegotiating contracts.
 - Cut supply spending costs by 10% by creating and enforcing formulary with comprehensive policies.
 - Revolutionized the recruiting process by shifting to an advanced computer system for hiring over 100 employees annually.
 - Increased productivity by a tremendous margin by streamlining and overhauling the process for payroll, credentialing, onboarding and training.
 - Introduced in-house sterilization process to serve customers better with guaranteed safety and oversight.
- Expands scope of service by utilizing targeted marketing and networking techniques.
 - Increased sales by 10% annually.
 - Cultivates effective relationships with decision-makers at target companies, and builds true friendships that extend beyond the workplace.
 - Combines effective strategies with an out-going nature to find new leads at tradeshow.
- Leads a team of highly effective managers, and guides them for maximum output and productivity.
 - Nourishes an environment of growth and positive morale for all employees.
 - Instituted policies of transparency to encourage employees to share their ideas and concerns.
 - Always strives to lead by example.

CHIEF OPERATING OFFICER METROSTAR HOME HEALTH PRODUCTS Feb. 2011-March 2016

Initiated and implemented ventures to diversify and expand the source of revenue in a creative way while always staying ahead of the competition.

- Increased Gross Profit and Net Profit margins by 10%.
- Decreased Accounts Payable while increasing cash flow.
- Created efficient operational flow management while decreasing payroll costs by 30%.
- Successfully negotiated and strategized contracts with payers and referral sources, often with closed networks and/or panels.

- Cleaned aged accounts receivable to show a more accurate AR, which often resulted in the collection of outstanding funds.
- Branded Metrostar as the premier Durable Medical Equipment provider in the NYC and Nassau County area.
- Led numerous community outreach programs to better affiliate Metrostar with the community

DIRECTOR OF BUSINESS DEVELOPMENT CITYWIDE MOBILE RESPONSE Jan. 2009-Feb. 2011

- Worked one-on-one with hospitals' administrative staff, as well as discharge planners, social workers and transportation department, to increase call volume.
- Increased marketing team from three to eight full-time runners.
- Developed all marketing materials for print media as well as the internet.
- Worked with nursing home administrators as well as nursing staff in all area nursing homes.
- Implemented new call receiving techniques which ultimately increased customer satisfaction.
- Developed new techniques for outreach to the community, to increase direct call volume.
- Consistent sales increase of 10 percent monthly.

DIRECTOR OF OPERATIONS DECORATIVE HARDWARE DIRECT, INC. 2002-2008

- Hands on supervision of Sales and Marketing with direct reporting of sales managers. Helped increase sales from \$3 million to \$37 million annually during tenure with the company.
- Organized a previously inefficient, unstructured staff into well-defined, effective departments (including eBay sales, quotes, customer service and the projects department) with specific duties and responsibilities as well as measurable goals and accomplishments.
- Consulted with builders, architects and designers as they comprised the key customer base for the company's success.
- Worked closely with the CFO and the business office, suggesting business development opportunities and making recommendations for operational improvements.
- Played a lead role in the integration and installation of new software including NetSuite and Channel Intelligence.
- Initiated, researched and directed the development of new product lines.

EDUCATION, MEMBERSHIP, BOARD ASSOCIATION

Kingsborough Community College - Business	1997-1999
Brooklyn College (CUNY) - Marketing	1999-2000
Mouth Care without a Battle	2017
American College of Healthcare Executives	2018

Digitech Ambulance Commander - ECIN

ISAAC ZWICK

Administrative professional with a proven track record of maximizing operational and staffing efficiency, seeking a challenging position that will allow me to utilize my skills and experience to advance my career while contributing towards the growth of the organization.

EXPERIENCE

- ✚ DentServ Dental Services; The MedServ Group November 2019 – Present
Director of Operations
 - Operational oversight of companies providing ancillary medical services to over 450 healthcare facilities.

- ✚ Self Employed May 2017 – November 2019
Healthcare Operations/Recruitment Consultant
 - Provided consultant services to tri-state based home care agencies; overseeing growth/process improvement in areas such as general operations, HR, recruitment, intake and case coordination.

- ✚ Centers Health Care December 2013 – May 2017
Therapy Staffing Manager

As an Assistant to the Director of Rehab Services of a 40+ facility, multi-state healthcare group, ensured appropriate therapist staffing at all facilities in the most fiscally responsible, efficient manner. Primary accomplishments included:

- Reduced use of agency therapists by over 65%, in turn, reducing staffing costs by over \$1.7 million over 3 years.
- Negotiated salaries; renegotiated staffing contract terms with existing vendors, and established relationships with more cost effective vendors.
- Collaborated with rehab regional teams to plan for and restructure staffing ratios for oncoming facilities.
- Supervised medical record audit process, bringing win rate from 68% to 81%, recouping in excess of \$2 million.

- ✚ Platinum HR Management March 2011 – December 2013
Unemployment Claims Specialist; Benefit Reconciliations

Provided comprehensive management of over 1,500 unemployment claims filed by former employees of nursing homes located across the country, including mastery of varying Unemployment Insurance laws in eight states.

- Restructured claims management process in successful effort to mitigate clients' costs of business associated with UI taxes and charges; at times, by tens of thousands of dollars per calendar quarter. At time position was transferred, trained replacement to handle these processes seamlessly. Subsequent role carried exclusive responsibility for the reconciliation of over one hundred insurance bills on a monthly basis:
- Investigated all billing/deduction discrepancies, working with insurance providers and benefits team to significantly minimize billing errors, and ensure that thousands of employees maintained proper coverage with corresponding payroll deductions at all times.

EDUCATION

- ✚ Post University ~ Waterbury, CT September 2007 – June 2011

Bachelor of Science, Business Administration with a concentration in Management. Graduated *magna cum laude*.

- ✚ Graduated high school *summa cum laude*; Class Valedictorian and Yearbook Editor-in-Chief June 2007

SKILLS

- ✚ Exceptional, professional communication skills – obvious in phone presence and written correspondence
- ✚ Proficient in Microsoft Office Suite, including an Advanced Certification in Microsoft Excel
- ✚ Certified in Customer Service and Training – May 2011

LINDA KIRBY, MPA

27 Crawford Drive
New City, NY 10956

EXPERIENCE:

1984 - Present

FIELD REPRESENTATIVE

Dentserv Management Services, Inc
Pelham Manor, NY

- Monthly visits to assigned client facilities to complete statistical reports and interface with both clinical and administrative personnel
- Verifies compliance with contractual obligations policy and procedures, regulatory guidelines, timely completion of patient treatments
- Marketing and public relations including trade shows and business related functions

1983 - 1984

GRADUATE ASSISTANT

School of Health and Public Service
Long Island University - CW Post Center
Greenvale, NY

- Advised students in appropriate courses, major selection, plan of study; resolution of academic problems
- Reviewed transcripts regularly to monitor academic progress or deficiencies, facilitated problem solving between major and various academic support services
- Liaison between faculty and students

1982 to 1986

DENTAL HYGIENIST

Steven Ruden, DDS
Sea Cliff, NY 11 759

DENTAL HYGIENIST

Jewish Institute for Geriatric Care
New Hyde Park, NY

DENTAL HYGIENIST

Joseph Leifer, DDS
Bay Shore, NY

In addition to dental hygienist duties, developed a unique understanding of the administering of dental care to geriatric patients and other special need populations.

LINDA KIRBY, MPA

27 Crawford Drive
New City, NY 10956

1982 to 1983

ADMINISTRATIVE INTERN

Bay Shore Family Health Center
Bay Shore, NY

- Gained experience in medical records and quality assurance.
- Dealt directly with patients by expediting and processing individual cases from admittance to discharge.

ADMINISTRATIVE INTERN

Syosset Senior Day Care Center
Syosset, NY

- Supervised and cared for elderly patients
- Analyzed and catalogued profile of contributors
- Coordinated fund-raising programs.

**EDUCATION -
CERTIFICATION:****BA – MPA HEALTH CARE ADMINISTRATION**

1984

Long Island University - CW Post Center

ASSOCIATE OF SCIENCE DEGREE

1981

State University of New York at Farmingdale

NATIONAL BOARD CERTIFICATE 1981**NORTH EAST REGIONAL BOARD CERTIFICATE**

1981

NYS LICENSE DENTAL HYGIENE 1981**AFFILIATIONS:**

Member of American Society for Public Administrators
Member of the American Dental Hygienists' Association
Member of Farmingdale Dental Hygiene Alumni Association
Member of the American Society for Geriatric Dentistry
Member of Gerontology Task Group - Long Island University

REFERENCES:

Furnished upon request

Alan S. Barr, DDS
100 Commons Park North #1109
Stamford, CT 06902

Employment:

June 1990 to Present

Dentserv Dental Services
15 Canal Road
Pelham Manor, NY 10803

Dental Director: Overseeing all dentists in the field to discuss dental concerns, creating treatment plan and provide emergency assistance.

June 1989 to Present

Dr. Alan Barr, Practice
Westchester Avenue
Pound Ridge, NY 10576

Education:

Baltimore College of Dental Surgery
Baltimore, Maryland
Dentist 1989

SUNY Albany
Albany, NY
BS 1985

William Y. Perez DDS
151 Caroline Street
Saratoga Springs, New York 12866
(518)-584-0433

PROFESSIONAL EXPERIENCE

New York State Department of Correctional Services
 Mt. Mc Gregor Correctional Facility
 Wilton, NY 12/11/80

Facility Dental Director – Responsible for all facets of Facility Dental Program, Supervise all dental staff; Associate Dentist, Dental Hygienist, Dental Assistant.

Dental Director for:

Montgomery County Jail
 Johnstown, NY
 Rensselaer County Jail
 Troy, NY
 Saratoga County Jail
 Ballston Spa, NY
 Schenectady County Jail
 Schenectady, NY
 Wesley Health Care Center
 Saratoga Springs, NY

EDUCATION

1995 ADA Accredited Residency Program, Special Care – 250 hours

1980 New York University College of Dentistry
 New York, NY
 DDS

1974 Hartwick College
 Oneonta, NY
 BA, Biology, Departmental Honors

PROFESSIONAL AFFILIATIONS

American Dental Association
 Dental Society of the State of New York
 Fourth District Dental Society
 Federation of Special Care Organizations in Dentistry
 American Society for Geriatric Dentistry

Darlene Stanton
9 Fox Hollow Square
Cohoes, NY 12047

Dental Assistant

DentServ Dental Services, PC

10/1/2009 - Present

JOB SUMMARY: Schedule appointments, handle dental records, transport resident/patient, maintain a clean safe environment in the dental operatory, and assist the dentist at chair-side.

- Transport resident/patient to and from the dental operatory.
- Provide chair-side assistance for the dentist.
- Prepare resident/patient for treatment, maintain instruments, and process x-rays. Maintenance of safety, security and sanitation within the dental operatory. Prepare and arrange instruments for use by the dentist, pass instruments for use by the dentist. Operate oral evacuating equipment, retractors, water and airflow. Mix impression and filling material.
- Obtain and copy dental records. Prepare dental schedule for next session.
- Requisition supplies and compiles information for daily worksheets.
- Establish and maintain good interpersonal relationships with other members of the health team.
- Maintain an ethical and courteous attitude towards resident/patient's and other members of the health team.

III. References

NYC Health & Hospitals

900 Main St New York, NY 10044

Contact Person: Rolando Caldea, Controller Phone# 646-694-6670

Date Range of Services: 10/01/2016 through 11/30/2019

Dollar Value of Contract 10/01/16 through 12/31/19 – 2,122,786.30

VestraCare

10 E Merrick Rd Suite 305 Valley Stream, NY 11580 Phone# 516-350-5551

Contact Person: Ann Belcher, COO

Date Range of Services: 01/01/1990 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 504,098.11

NYS Veterans Home at St. Albans

178-50 Linden Blvd Jamaica, NY 11434 Phone# 718-481-6860

Contact Person: Neville Goldson, Administrator

Date Range of Services: 04/01/1999 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 344,400.00

The Hebrew Home at Riverdale

5901 Palisade Ave Bronx, NY 10471 Phone# 718-581-1000

Contact Person: David Pomeranz, Administrator

Date Range of Services: 12/01/1995 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 646,628.75

Amsterdam Nursing Home

1060 Amsterdam Ave. New York, NY 10025 Phone# 212-316-7700

Contact Person: James Davis, Administrator

Date Range of Services: 07/01/1988 through 12/31/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 353,300.64

NYS Veterans Home at Batavia

220 Richmond Ave Batavia, New York 14020

Contact Person: Kenneth Cole, Fiscal Director Phone# 585-345-2069

Date Range of Services: 08/01/1995 through 11/30/2019

Dollar Value of Contract: 12/1/2015 through 11/30/2019 - \$103,419

NYS Veterans Home at Montrose

2090 Albany Post Rd Montrose, NY 10548

Contact Person: Nancy Baa Danso, Administrator Phone# 914-788-6000

Date Range of Services: 11/01/2015 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 202,549.34

NYS Veterans Home at Oxford

4207 State Highway 220 Oxford, NY 13830

Contact Person: Kurt Apthrope, Administrator Phone# 607-843-3100

Date Range of Services: 08/01/2005 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 200,925.00

Greater Binghamton Health Center

425 Robinson St Binghamton, NY 13904

Contact Person: Cheryl Minnier, Administrator Phone# 607-724-1391

Date Range of Services: 01/01/2004 through 11/30/2019

Dollar Value of Contract: 12/01/2015 through 11/30/2019 – 212,360.40

IV. Plan Implementation

All dental treatment will take into account the physical and/or emotional impact for the resident. Treatment plans are to be developed in full consideration of the resident's needs, the long and short-term benefits of treatment and the impact of treatment on the resident's quality of life. Residents will be carefully evaluated to insure they are capable, both mentally and physically, to tolerate treatments. In providing dental care, every effort is made to educate and reassure residents as well as rendering treatments as comfortable as possible.

DentServ will provide:

- Dental clinic staffing and sessions scheduled and held on specific days and hours mutually agreed upon by facility and DentServ.
- Dental care and oral health assessments which consist of but not limited to:

- Initial Dental Examinations*
- Annual Dental Examinations*
- Dental X-rays*
- Oral Prophylaxis*
- Oral Scaling*
- Cleanings*
- Denture Fabrications*
- Denture ID*
- Extractions*
- Crowns (within the scope of general dentistry)*

- 24/7 emergency on call answering system.
- Oral Surgery Referrals: Should DentServ's dentist recommend any oral surgery or treatment or treatment outside of the facility a form: Oral Surgery Request will be forwarded to our main office for review by our Dental Director. The case will be approved or not – with the request and any additional documentation sent back to the dentist and facility. As clinically indicated, DentServ will use approved community based oral surgery centers and or approved hospitals for said treatments.
- Complete documentation of all dental records via facility EMR/EDR.

- Quality Assurance visits, reports and activities that are overseen and conducted by DentServ's assigned facility representative. Responsibilities include but are not limited to:

- Reviewing new admits
- Reviewing annual exams
- Monitoring dental staff's compliance with DentServ model
- Review treatment plans
- Infection control oversight
- Dental lab liaison

- Statistical data and reports.
- Credentialing and insurance coverage is required.
- Maintain the facility's dental equipment and report needed repairs to facility contact.
- Provide DentServ's Policy and Procedure, Operations and Safety Manual.
- SDS "On Demand" Program – offering 24-hour access to **safety data sheet** as well as additional information concerning chemicals and substances used.
- Continuing education as well as monitoring of all infection control policies and protocols.
- Dental and oral health in-services requested by facility.

As required all services, documentation and treatments shall be provided and conducted in accordance with local, state, and federal regulations, Department of Health Code and all professional standards and practice.

V. COST PROPOSAL

FIXED MONTHLY RATE FOR CONTRACTED PERIOD: January 1, 2022 – December 31, 2024

Year One: \$6,600.00

Year Two: \$6,600.00

Year Three: \$6,600.00

OPTIONAL ADDITIONAL RENEWALS:

Year Four: \$6,930.00

Year Five: \$7,276.50

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Dental Services
RFP Number: 2021-126

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date 9/20/21

Number 2021-126

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:
- Mr. Isaac Newman
- inewman@dentserv.com
- 15 Canal Rd, Polham Manor, NY 10803
- Phone: 914-738-1144 x10
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

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

9/20/21
Date

JN
Signature

COO
Title

Dent Serv Dental Services P.C.
Company Name

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Dental Services
RFP Number: 2021-126

Proposal Amount for Dental Services Per Year \$ 6,600.00

Three (3) Year Total \$ 19,800.00

COMPANY: DentServ Dental Services, PC
 ADDRESS: 15 Canal Rd.
 CITY, STATE, ZIP: Pelham Manor, NY 10803
 TEL. NO.: 914-738-1144
 FAX NO.: 914-738-0331
 FEDERAL TAX ID NO.: 11-2595852
 REPRESENTATIVE: Isaac Newman
 E-MAIL: inewman@dent.serv.com
 SIGNATURE AND TITLE IN COO
 DATE 9/20/21

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 Richmond) SS.:

On this 20 day of September, 2021, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) 148 Field's Ave., Staten Island, NY 10314 that he is the (give title) CEO of the (name of corporation) Dentistry Partners PC, 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.

Notary Public, STATE OF NEW YORK
CARRIE WEISS
Registration No. 01WE6380885
Qualified in Richmond County
Commission Exp. Date: 9/17/24
Commission Expires C. Weiss

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			
2. VENDOR'S LEGAL BUSINESS NAME <i>DentServ Dental Services P.C.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>11-2595852</i> b) DUNS # <i>191478812</i>	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>www.dentserv.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>15 Canal Rd Pelham Manor, NY 10803</i>		7. TELEPHONE NUMBER <i>914-738-1144</i>	8. FAX NUMBER <i>914-738-0332</i>
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 <i>Isaac Newman</i> Title <i>COO</i> Telephone Number <i>914-738-1144 x10</i> Fax Number e-mail <i>inewman@dentserv.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Dr. Martin Cuskier</i>	TITLE <i>C.O.D.</i>	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 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>	
a)	<p>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>	<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> <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>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <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 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 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 AFFILIATES¹ : 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.

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 11-2595852

State of: New York
County of: Westchester) ss:

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business Dent Serv Dental Services PC Signature of Owner [Signature]
 Address 15 Council Road Printed Name of Signatory Isaac Newman
 City, State, Zip Pelham Manor, NY 10803 Title C.O.O.

Sworn before me this 20 day of Sept, 2021.
 Notary Public _____

CARRIE WEISS
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01WE6380885
 Qualified in Richmond County
 Commission Exp. Date: 9/17/22
C. Weiss

Isaac Newman
 Printed Name
C.O.O.
 Signature
9/20/21
 Date

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.

9/20/21
Date

JN
Signature

COO
Title

PentServ Dental Services P.C.
Company Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ICS Agency, Inc. 431 Conklin Street Farmingdale, NY 11735-2612 Ari H. Friedman Assoc.	516-248-9200	CONTACT NAME: Eulampia Appelbaum PHONE (A/C, No, Ext): 516-248-9200 FAX (A/C, No): 516-248-9017 E-MAIL ADDRESS: eulampia@icsagency.com
	INSURER(S) AFFORDING COVERAGE: TRAVELERS CAS INS CO/AMERICA INSURER A: TRAVELERS CAS INS CO/AMERICA INSURER B: TRAVELERS IND CO INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Dentserv Dental Services, PC 16 Canal Road Pelham Manor, NY 10803	NAIC # 19046 25658	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		680479H663A2042	11/14/2020	11/14/2021	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> BLKLT ADDL INSD						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X		680479H663A2042	11/14/2020	11/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		CUP5280Y6642042	11/14/2020	11/14/2021	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)			N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER SHAKERP Shaker Place Rehabilitation & Nursing Center Albany Shaker Road Albany, NY 12211	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Eulampia Appelbaum</i>
--	---

Certificate of Insurance

Issue Office: NYC Office

Phone Number: 212 576 9670

Date of Issue: June 15, 2021

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED:

 Martin Cukier, DDS
 15 Canal Road
 Pelham, NY 10803

INSURED:

 RF7093785
 Martin Cukier, DDS

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY	
Professional Liability	DP7093785	07/17/2021	07/17/2022	Each Person	\$2,000,000
				Total	\$6,000,000

 Claims Made
 Occurrence

Specialty: General Dentistry

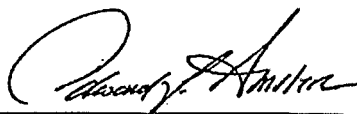
Specialty Specific Limiting Endorsements, if any: None

Cancellation, Change or Nonrenewal:

IN THE EVENT OF ANY MATERIAL CHANGE IN, CANCELLATION OF, OR FAILURE TO RENEW SAID POLICY, THE COMPANY ISSUING THIS CERTIFICATE WILL ENDEAVOR TO GIVE WRITTEN NOTICE TO THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY UPON THE COMPANY.

CERTIFICATE HOLDER:

 County of Albany
 Depart. of Children, Youth and Families
 112 State Street
 Suite 240
 Albany, NY 12207


 Authorized Representative

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112595852

INNOVATIVE RISK CONCEPTS, INC.
179 SOUTH MAPLE AVENUE
RIDGWOOD NJ 07450



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER DENTSERV DENTAL SERVICES PC 15 CANAL ROAD PELHAM MANOR NY 10803	CERTIFICATE HOLDER ALBANY COUNTY NURSING HOME ALBANY SHAKER ROAD ALBANY NY 12211
--	--

POLICY NUMBER Z 1405 552-9	CERTIFICATE NUMBER 447923	POLICY PERIOD 10/01/2020 TO 10/01/2021	DATE 08/19/2020
--------------------------------------	-------------------------------------	--	---------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1405 552-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

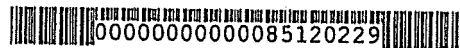
IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 562285622





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Thomas Coffey
Shaker Place Rehabilitation and Nursing Center

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: October 01, 2021

RE: RFP #2021-126

I am in receipt of your recommendation to award the aforementioned Request for Proposals to DentServ Dental Services, PC in the amount of \$108,000.00 for three year contract.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 12, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Leading Age New York to provide educational programs for the Advanced Training Initiative (ATI) program.

These educational programs are a mandate of the ATI application and approval process. The contract will be for a not to exceed amount of \$50,000.00 with a term of twelve (12) months. It should be noted that the total amount of the grant will be for approximately \$250,000.00 and we are, therefore, also requesting approval to participate in the ATI program.

We thank you for your consideration in approving the grant and the contract with Leading Age New York.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank 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-2803, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

LeadingAge New York Educational Programs for the Advanced Training Initiative

Date:	October 12, 2021
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

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):

LeadingAge New York
13 British American Boulevard
Suite 2
Latham, New York 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$50,000.00

Scope of Services: LeadingAge New York will provide educational programs to direct care staff that will include, Infection Control, Dementia Care, Pain Management and Trauma Informed Care and Recognizing Changes in Resident Behaviors.

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: New York State Department of Health

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: NH 6020 44039

Appropriation Amount: \$50,000.00

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 100
Local: 0

Term

Term: (Start and end date) 11/1/2021-10/31/2022

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: 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)

Shaker Place Rehabilitation and Nursing Center has been approved by the NYSDOH to participate in their Advanced Training Initiative Program that will require us to provide educational programs to increase the educational knowledge base of our direct care staff and this education will be provided through LeadingAge New York.

Goddard, Marcia

From: Alchemer <noreply@alchemer.com>
Sent: Tuesday, October 12, 2021 7:09 AM
To: Slatky, Larry
Subject: ATI 2021-22 Receipt Confirmation

Thank you for participating in the 2021-22 ATI Survey. Please find a copy of your responses below:

Page 1 Questions

1. Facility Information

Shaker Place Rehabilitation and Nursing Center,0153302N,00309260,100 Heritage Lane,Albany,New York,12211

2. Administrator and Contact Person Information

Larry I. Slatky,5182138940,larry.slatky@shakerplace.org,Larry I. Slatky,15182138940,Executive Director,larry.slatky@shakerplace.org

3. What organization, if any, will the provider partner with to develop and conduct their early detection training?

LeadingAge New York / FLTC

4. What Curriculum will the Provider Use?

Trauma-Informed Care and Recognizing Changes in Resident (LeadingAge NY /FLTC),NYSDOH Electronic Dementia Guide for Excellence LeadingAge NY / FLTC),Teaching and Encouraging Pain Management in Long Term Care (LeadingAge NY / FLTC),Integrating Infection Control and Resident Monitoring (LeadingAge NY /FLTC)

5. Please confirm that the program will focus on the role of Certified Nursing Assistants in identifying early patient decline.

Yes

[OLD VERSION] What other titles, if any, will be included in the training? (Click all that apply)

6. What other titles, if any, will be included in the training? (Click all that apply)

License Practical Nurses,Registered Nurses,Physical Therapists,Physical Therapy Aides,Occupational Therapists,Occupational Therapy Aides,Certified Nursing Assistants

7. Please list the number of staff in each title who will receive the training

70,20,30,0,0,2,2,2,5

8. Please list the percentage of each job title that this represents. (eg. 55% CNAs, 95% of CNA staff)

90,95,95,0,0,100,100,100,100

9. Will the facility involve direct care staff and/or other other representative in planning or implementing this initiative?

Yes

10. What percentage of the total participants listed in Question 5 will have completed the training by 3/31/2022?
100

11. How many sessions will the training program consist of?
3,3,3,0,0,3,3

12. How many total hours will individual participants be required to attend?
8,8,8,0,0,8,8

[OLD VERSION] Which strategies will the facility employ to sustain the program in subsequent years (Check all that apply)?

13. Which strategies will the facility employ to sustain the program in subsequent years (Check all that apply)?
Continuing Education, Train the Trainer, New Employee Orientation

14. Does the facility have consistent staff assignment for resident care?
Yes

15. If yes, how long are direct-care staff consistently assigned?
Monthly

16. If yes, does your facility measure and assess consistent assignment?
Yes

17. If yes, what consistent assignment tool is used?
AHCA Tools

18. I hereby attest that that this report was completed to the best of my knowledge and ability and is true and complete. I will provide any supporting documentation requested by the Department of Health, Department of Labor, The Office of Medicaid Inspector General or any other enforcement, audit or oversight agency and or body.

Larry I. Slatky, Executive Director, October 12, 2021

19. If you would like a confirmation email please provide the email address for the confirmation.
larry.slatky@shakerplace.org
This is sample text (replace with your own).

{Use the Merge Code helper™s 'Insert All Questions' here}



Department of Health

KATHY HOCHUL
Governor

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

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

October 7, 2021

Subject: 2021-22 Advanced Training Initiative
Instructions and Application

Dear Administrator:

This is to provide you with information about the Advanced Training Initiative (ATI) program, aimed at educating staff to detect early changes in a resident's physical and mental or functional status that could lead to an avoidable hospitalization. This proposal rewards nursing home providers who have shown an ability to retain quality direct care staff and are willing to make a commitment to provide direct care staff the tools to help lower resident hospitalization rates.

The New York State Department of Health (The Department), working with industry experts, has designed a program to determine which facilities would be eligible to apply for this ATI program. Your residential health care facility has been determined, using existing cost report data, to be eligible to apply for program funding. Under the payment methodology for the 2021-22 ATI, eligible nursing homes will be distributed funds to offer training programs aimed at early detection of patient decline to reduce avoidable hospital admissions.

Skilled Nursing Facilities in New York State with direct-care staff retention rates above the state median are eligible to apply for funding, with the exception of hospital-based skilled nursing facilities and facilities that have received quality improvement grants through the New York State Department of Health Value Access Provider Pool. Eligible facilities with direct care staff retention higher than the state median would receive an add-on to their fee-for-service Medicaid rate. With an approved training program, an estimated minimum per diem of \$4.11 for each Medicaid day as reported in the 2020 RHCF-4 will be granted to the approved facilities.

(Medicaid 0410/009 & Managed Care Days 0410/032) X Per Diem of \$4.11) = Award Amount

In order to be eligible for this program, participating providers will be required to develop (or continue) a training curriculum designed to assist help direct care staff in identifying changes in a resident's physical, mental, or functional status that could lead to hospitalization. Providers would also need to create (or continue) a formal policy encouraging continuity of care. Both the training program and continuity policy should be developed and implemented in coordination with a labor-management partnership program. Eligible facilities will need to submit an application to the department for approval.

If you are interested in applying for the program, please submit the required application to the Department for review. The information on the application as well as instructions for the application follows:

Please note that the completed application is due to the Department no later than October 28, 2021.

Posting of Application and Instructions

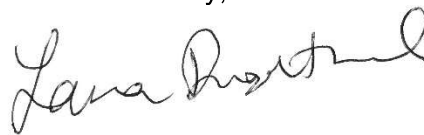
Individual facilities can find Instructions and the final application on the link included below.

<https://survey.alchemer.com/s3/6527823/Advanced-Training-Initiative-ATI-2021-2022>

Email Address

If you have any questions regarding the Advanced Training Initiative, please send an email with the subject line **ATI Questions** to nfrates@health.ny.gov and Michelle Santos will respond to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Rosenthal". The signature is fluid and cursive, with the first name "Laura" being more prominent.

Laura Rosenthal
Director
Bureau of Residential Health Care
Reimbursement
Division of Finance and Rate Setting
Office of Health Insurance Programs



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 14, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to participate in the New York State Department of Health Advanced Training Initiative (ATI) grant program.

Shaker Place Rehabilitation and Nursing Center has been selected as one of the New York State nursing homes to participate in the ATI program (see attachment). This program will utilize a formula created by the New York State Department of Health to determine the revenue that will be received through Medicaid. It is estimated that the revenue will total approximately \$250,000.00. In order to qualify, Shaker Place was required to submit an application (see attachment) to receive these funds that details how this revenue will be spent. We have submitted, under separate cover, another RLA for education through Leading Age New York and the balance will be utilized, as mandated by the program, for retention and recruitment. Therefore, we are requesting to increase the budget lines of continuing education and Recruitment Stipend for this purpose.

We respectfully request approval to participate in the Advanced Training Initiative program sponsored by the New York State Department of Health. We thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank 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-2815, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
NYSDOH Advanced Training Initiative Grant Program

Date:	October 14, 2021
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

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 NY
- 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.: NH 6020 44039-\$100,000.00/NH 6020 19922 \$150,000.00

Source of Funds: NYSDOH

Title Change: N/A

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 11/1/2021

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):

Shaker Place Rehabilitation and Nursing Center

100 Heritage Lane

Albany, New York 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$250,000.00

Scope of Services: Shaker Place Rehabilitation and Nursing Center has qualified for the NYSDOH Advanced Training Initiative and therefore will be receiving a Grant from the NYSDOH that must be utilized for the training of clinical and para-professional staff and for the recruitment and retention of staff in a manner that supports this ATI Program.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: NYSDOH

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

County Budget Accounts:

Revenue Account and Line: NH 6020 02770
Revenue Amount: \$250,000.00

Appropriation Account and Line: NH 6020 44039 \$100,000.00/NH 6020 19922 \$150,000.00
Appropriation Amount: \$250,000.00

Source of Funding - (Percentages)

Federal: 0
State: 100
County: 0
Local: 0

Term

Term: (Start and end date) 11/1/2021-12/31/2022
Length of Contract: 14 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)

NYSDOH has a recruitment and retention program that analyzes recruitment and retention and by utilizing this data determines which New York State nursing homes qualify to receive this grant revenue. There is no application that nursing homes use to qualify, but once approved, the qualifying nursing home must submit an application to receive these funds and state how these funds will be utilized. (see attachments)



Department of Health

KATHY HOCHUL
Governor

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

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

October 7, 2021

Subject: 2021-22 Advanced Training Initiative
Instructions and Application

Dear Administrator:

This is to provide you with information about the Advanced Training Initiative (ATI) program, aimed at educating staff to detect early changes in a resident's physical and mental or functional status that could lead to an avoidable hospitalization. This proposal rewards nursing home providers who have shown an ability to retain quality direct care staff and are willing to make a commitment to provide direct care staff the tools to help lower resident hospitalization rates.

The New York State Department of Health (The Department), working with industry experts, has designed a program to determine which facilities would be eligible to apply for this ATI program. Your residential health care facility has been determined, using existing cost report data, to be eligible to apply for program funding. Under the payment methodology for the 2021-22 ATI, eligible nursing homes will be distributed funds to offer training programs aimed at early detection of patient decline to reduce avoidable hospital admissions.

Skilled Nursing Facilities in New York State with direct-care staff retention rates above the state median are eligible to apply for funding, with the exception of hospital-based skilled nursing facilities and facilities that have received quality improvement grants through the New York State Department of Health Value Access Provider Pool. Eligible facilities with direct care staff retention higher than the state median would receive an add-on to their fee-for-service Medicaid rate. With an approved training program, an estimated minimum per diem of \$4.11 for each Medicaid day as reported in the 2020 RHCF-4 will be granted to the approved facilities.

(Medicaid 0410/009 & Managed Care Days 0410/032) X Per Diem of \$4.11) = Award Amount

In order to be eligible for this program, participating providers will be required to develop (or continue) a training curriculum designed to assist help direct care staff in identifying changes in a resident's physical, mental, or functional status that could lead to hospitalization. Providers would also need to create (or continue) a formal policy encouraging continuity of care. Both the training program and continuity policy should be developed and implemented in coordination with a labor-management partnership program. Eligible facilities will need to submit an application to the department for approval.

If you are interested in applying for the program, please submit the required application to the Department for review. The information on the application as well as instructions for the application follows:

Please note that the completed application is due to the Department no later than October 28, 2021.

Posting of Application and Instructions

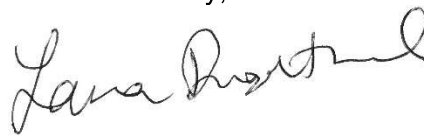
Individual facilities can find Instructions and the final application on the link included below.

<https://survey.alchemer.com/s3/6527823/Advanced-Training-Initiative-ATI-2021-2022>

Email Address

If you have any questions regarding the Advanced Training Initiative, please send an email with the subject line **ATI Questions** to nfrates@health.ny.gov and Michelle Santos will respond to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Rosenthal". The signature is fluid and cursive, with the first name "Laura" being more prominent and the last name "Rosenthal" following in a similar style.

Laura Rosenthal
Director
Bureau of Residential Health Care
Reimbursement
Division of Finance and Rate Setting
Office of Health Insurance Programs

Goddard, Marcia

From: Alchemer <noreply@alchemer.com>
Sent: Tuesday, October 12, 2021 7:09 AM
To: Slatky, Larry
Subject: ATI 2021-22 Receipt Confirmation

Thank you for participating in the 2021-22 ATI Survey. Please find a copy of your responses below:

Page 1 Questions

1. Facility Information

Shaker Place Rehabilitation and Nursing Center,0153302N,00309260,100 Heritage Lane,Albany,New York,12211

2. Administrator and Contact Person Information

Larry I. Slatky,5182138940,larry.slatky@shakerplace.org,Larry I. Slatky,15182138940,Executive Director,larry.slatky@shakerplace.org

3. What organization, if any, will the provider partner with to develop and conduct their early detection training?

LeadingAge New York / FLTC

4. What Curriculum will the Provider Use?

Trauma-Informed Care and Recognizing Changes in Resident (LeadingAge NY /FLTC),NYSDOH Electronic Dementia Guide for Excellence LeadingAge NY / FLTC),Teaching and Encouraging Pain Management in Long Term Care (LeadingAge NY / FLTC),Integrating Infection Control and Resident Monitoring (LeadingAge NY /FLTC)

5. Please confirm that the program will focus on the role of Certified Nursing Assistants in identifying early patient decline.

Yes

[OLD VERSION] What other titles, if any, will be included in the training? (Click all that apply)

6. What other titles, if any, will be included in the training? (Click all that apply)

License Practical Nurses,Registered Nurses,Physical Therapists,Physical Therapy Aides,Occupational Therapists,Occupational Therapy Aides,Certified Nursing Assistants

7. Please list the number of staff in each title who will receive the training

70,20,30,0,0,2,2,2,5

8. Please list the percentage of each job title that this represents. (eg. 55% CNAs, 95% of CNA staff)

90,95,95,0,0,100,100,100,100

9. Will the facility involve direct care staff and/or other other representative in planning or implementing this initiative?

Yes

10. What percentage of the total participants listed in Question 5 will have completed the training by 3/31/2022?
100

11. How many sessions will the training program consist of?
3,3,3,0,0,3,3

12. How many total hours will individual participants be required to attend?
8,8,8,0,0,8,8

[OLD VERSION] Which strategies will the facility employ to sustain the program in subsequent years (Check all that apply)?

13. Which strategies will the facility employ to sustain the program in subsequent years (Check all that apply)?
Continuing Education, Train the Trainer, New Employee Orientation

14. Does the facility have consistent staff assignment for resident care?
Yes

15. If yes, how long are direct-care staff consistently assigned?
Monthly

16. If yes, does your facility measure and assess consistent assignment?
Yes

17. If yes, what consistent assignment tool is used?
AHCA Tools

18. I hereby attest that that this report was completed to the best of my knowledge and ability and is true and complete. I will provide any supporting documentation requested by the Department of Health, Department of Labor, The Office of Medicaid Inspector General or any other enforcement, audit or oversight agency and or body.

Larry I. Slatky, Executive Director, October 12, 2021

19. If you would like a confirmation email please provide the email address for the confirmation.
larry.slatky@shakerplace.org
This is sample text (replace with your own).

{Use the Merge Code helper™s 'Insert All Questions' here}

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020 19922	Retention Stipend	\$ 150,000		\$ 245,000	Shaker Place Rehabilitation and Nursing Center
NH6020 44039	Training, Conferences and Tuition	\$ 100,000		\$ 256,324	Shaker Place Rehabilitation and Nursing Center

TOTAL APPROPRIATIONS \$ 250,000 \$ -

ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
NH6020 02770	Other Unclassified Revenues		\$ 250,000	\$ 443,057	Shaker Place Rehabilitation and Nursing Center

TOTAL ESTIMATED REVENUES \$ - \$ 250,000

GRAND TOTAL \$ 250,000 \$ 250,000



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 25, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Nurse Connection Staffing for a period of three (3) years for an amount not to exceed \$450,000.00 during this contract period.

Nurse Connection Staffing will supply, as requested, Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants, all of whom must comply with the New York State Department of Health regulatory requirements for working in a nursing home.

We respectfully request approval of this contract.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank 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-2863, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Nurse Connection Staffing Agency

Date:	October 25, 2021
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	516-567-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

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):

Nurse Connection Staffing
1 Computer Drive South
Albany, New York 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$450,000.00

Scope of Services: Nurse Connection Staffing will provide Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants as requested by Shaker Place Rehabilitation and Nursing Center.

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: CMS and NYSDOH

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: NH 6020 44069

Appropriation Amount: \$450,000.00

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 1/1/2022-12/31/2024

Length of Contract: 36 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: 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)

Shaker Place Rehabilitation and Nursing Center is required to meet staffing levels that maintain quality of care to its residents. In order to meet this mandate of CMS and the NYSDOH supplemental staffing is required.



2021 HOURLY RATE SCHEDULE

	<u>Weekday</u>	<u>Weekend</u>
Registered Nurse Supervisor (RNS)	\$58.00	\$60.00
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$58.00	\$60.00
Specialty Nurse (RN)	\$58.00	\$60.00
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$58.00	\$60.00
Registered Nurse (RN)	\$53.00	\$55.00
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$53.00	\$55.00
Licensed Practical Nurse (LPN)	\$42.50	\$45.00
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$42.50	\$45.00
Certified Nurse Aide (CNA)	\$28.00	\$30.00
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$28.00	\$30.00
Home Health Aide (HHA)	\$25.50	\$27.50
<i>Shaker Place Rehabilitation and Nursing Center</i>	\$25.50	\$27.50

Above rates are up to and including 40 hours worked in a client facility Sunday through Saturday. All hours worked after 40 hours will be billed at one and a half of the applicable rate.

- Time and one half will be charged for the following holidays: New Year's Eve (*evening & night shifts*), New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve (*evening & night shifts*) and Christmas Day.
- Holiday rate begins 11-7 the night before through and including 7-3 & 3-11 the day of the Holiday.
- Weekend rate begins 7am Saturday until 7am Monday
- Rates are subject to change with thirty (30) days' notice to the Facility

Nurse Connection Staffing, Inc. is an Equal Opportunity Employer
1 Computer Drive South Albany, NY 12205
Phone: 518-459-6612 Fax: 518-459-6614
www.nurseconnectionstaffing.com



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 26, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Leading Age New York Foundation for Long Term Care to receive a grant through their Mother Cabrini Health Foundation that will be utilized to support the professional development of direct care staff. This will require Shaker Place to amend its 2021 and 2022 budget to receive this revenue and to facilitate payment to consulting staff for the development of front line staff.

The amount of the grant that will be received is \$25,600.00 and must be utilized for the specific purpose mentioned above by July 22, 2022.

We respectfully request permission to receive these grant dollars and make the necessary adjustments to our budget.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank 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-2875, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

LeadingAge New York Foundation of Long Term Care Grant

Date: October 27, 2021
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

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.: NH 6020 44039
Source of Funds: LeadingAge NY Foundation of LTC Grant
Title Change: N/A

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 11/2/2021

- 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):
LeadingAge New York Foundation of Long Term Care
13 British American Boulevard
Latham, New York 12110

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

Amount/Raise Schedule/Fee: \$25,600.00
Scope of Services: Shaker Place Rehabilitation and Nursing Center has qualified through LeadingAge New York, the Foundation of Long Term Care to receive a Grant through their Mother Cabrini Health Foundation to be utilized to support staff incentives for direct care workers. This revenue will be used to support recruitment and retention of staff, by providing stipends for those direct care workers involved in that process.

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: NH 6020 02770
Revenue Amount: \$25,600.00

Appropriation Account and Line: NH 6020 44039
Appropriation Amount: \$25,600.00

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 0
Local: 0

Term

Term: (Start and end date) 11/1/2021-7/22/2022
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: 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)

Shaker Place Rehabilitation and Nursing Center will be awarded through LeadingAge New York Foundation of Long Term Care a Grant from their Mother Cabrini Health Foundation a Coronavirus Emergency Support Grant due to the impact of the COVID-19 on its operations and residents that will be utilized to support the professional development of direct care staff.



Foundation for Long Term Care

A NON-PROFIT EDUCATION AND RESEARCH FOUNDATION

13 British American Blvd., Latham, NY 12110 / Phone: 518-867-8383

an affiliate of

LeadingAge[®]
New York

October 26, 2021

Dear Larry I. Slatky :

I am pleased to inform you that your facility has been awarded a Round 3 Coronavirus Emergency Support grant from the Mother Cabrini Health Foundation (MCHF), through the Foundation for Long Term Care, based on your facility's sizeable census of Medicaid or SSI beneficiaries and the impact of COVID on its operations and residents.

The grant must be used to support the following categories of COVID-related expenses:

- hazard pay and similar incentives for direct care workers;
- supports for staff such as transportation, meals, child care, and wellness programs;
- training and education relating to COVID-19 and the vaccine;
- technology for telehealth and virtual social engagement;
- unreimbursed expenses associated with COVID testing of staff and visitors;
- devices and staff to support screening of staff and visitors upon entry into the facility;
- safe in-person visitation spaces and practices;
- virtual visits and socially distanced activities including technology and staff support;
- signage for social distancing; partitions for infection prevention;
- HVAC and/or air filtration improvements; and
- PPE and other supplies, services, and equipment needed to respond to COVID-19.

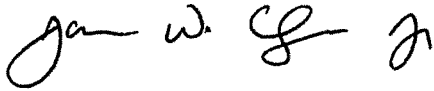
Funds cannot be used for other purposes without prior approval of FLTC and MCHF. Funds must be used to support costs incurred between April 1, 2021 and June 30, 2022. If you would like to use the grant funds to support a different type of COVID-related expense, please provide Karen Lipson with a description of your request, and we will seek authorization from MCHF. Karen's contact information is klipson@leadingageny.org or 518-461-8985.

Grant funds cannot duplicate or supplant other sources of funding but may be used to augment services otherwise funded by the government. If an awardee receives duplicative funding, it must notify us and re-direct the funds to another purpose approved by the Foundation for Long Term Care and MCHF. We understand that some facilities (particularly nursing homes) may be receiving at least partial reimbursement for COVID-related expenses from government sources. Awardees are advised to track these expenses and avoid duplication or supplantation.

Awardees are required to provide the Foundation for Long Term Care with a brief report on their expenditures, including the uses of funds, PPE or telehealth items purchased, trainings conducted, the number of residents and staff served, and accomplishments and challenges pertaining to the use of the grant. A template will be provided for this purpose. Awardees must also retain documentation of their expenditures. This report will be due on July 22, 2022.

I have attached a sub-grantee agreement for your signature. In addition to executing the agreement, we are also requiring you to upload a copy of your organization's IRS Form W-9. Please sign the agreement and submit it along with your W-9 by **November 2, 2021**. Please don't hesitate to contact Karen Lipson, if you have any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James W. Clyne, Jr." with a stylized flourish at the end.

James W. Clyne, Jr.
President/CEO

Attachments

SUBGRANTEE AGREEMENT

This **SUBGRANTEE AGREEMENT** (the "Agreement") is entered into by and between the **FOUNDATION FOR LONG TERM CARE, INC.** ("FLTC"), a New York not for profit corporation, and Shaker Place Rehabilitation and Nursing Center (the "Subgrantee"), effective as of April 1, 2021 (the "Effective Date").

WHEREAS, the FLTC is the recipient of a Coronavirus Emergency Support Grant (the "Grant") with Mother Cabrini Health Foundation, Inc. ("MCHF"), effective April 1, 2021 through June 30, 2022, which Grant included funding to provide Subgrants to nursing homes and adult care facilities to address COVID-19-related costs; and

WHEREAS, Subgrantee has been identified by FLTC as eligible for a subgrant under the Grant, for use by Subgrantee for Grant Purposes (defined below) within its facility, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings made hereunder, the parties agree as follows:

1. AWARD AND DISBURSEMENT OF SUBGRANT FUNDS. FLTC has awarded subgrantee a subgrant under the Grant in the amount of \$ 25600 (the "Subgrant"). FLTC shall disburse the Subgrant to Subgrantee within ten business days of execution of this Agreement. Subgrantee acknowledges and agrees that FLTC's award of the Subgrant, and its obligation to disburse the Subgrant to Subgrantee, is contingent on the availability of grant funds to FLTC pursuant to the Grant.

2. USE OF SUBGRANT FUNDS.

(a) Subgrantee agrees that the Subgrant shall be used exclusively for the expenses incurred between **April 1, 2021 and June 30, 2022** for the following purposes related to responding to COVID-19 in its facility ("Grant Purposes"):

- hazard pay and similar incentives for direct care workers;
- supports for staff such as transportation, meals, child care, and wellness programs;
- training and education relating to COVID-19 and the vaccine;
- technology for telehealth and virtual social engagement;
- unreimbursed expenses associated with COVID testing of staff and visitors;
- devices and staff to support screening of staff and visitors upon entry into the facility;
- safe in-person visitation spaces and practices;
- virtual visits and socially distanced activities including technology and staff support;
- signage for social distancing; partitions for infection prevention;
- HVAC and/or air filtration improvements; and
- PPE and other supplies, services, and equipment needed to respond to COVID-19.

(b) Subgrantee agrees that if it wishes to use any portion of the Subgrant for a purpose other than Grant Purposes, it must obtain prior written approval from FLTC and MCHF, which

approval may be denied or granted in FLTC's and MCHF's sole discretion

(c) Subgrantee represents and warrants that it will not use the Subgrant to supplant or duplicate existing funding from the federal, state or local government, or any other funding source. Subgrantee will promptly notify FLTC if it receives reimbursement or duplicative funding from another source for expenditures previously paid for using the Subgrant, and agrees to redirect such Subgrant funds or portion of Subgrant funds for which it has received reimbursement or duplicative funding from another source, to other Grant Purposes or to another charitable purpose pre-approved in writing by the FLTC and MCHF.

(d) Use of any portion of the Subgrant for any purpose other than as permitted by this Section 2 is prohibited. This Agreement will terminate immediately in the event that any portion of the Subgrant is used for any purpose other than as permitted under this Section 2, and Subgrantee shall be required to immediately reimburse FLTC for any portion of the Subgrant not used in accordance with this Section 2. FLTC shall be entitled to an award of attorneys' fees and costs incurred in recouping any portion of the Subgrant used in any manner prohibited by this Section 2

3. SUBGRANTEE BOUND BY TERMS AND CONDITIONS OF GRANT.

Subgrantee agrees to comply with all provisions of the Grant, a copy of which is annexed hereto as Exhibit A and incorporated herein by reference, as they relate to Subgrantee's activities under this Agreement and use of the Subgrant. Subgrantee understands and acknowledges that it is bound to comply with the terms and conditions of the Grant to the same extent that FLTC is bound to MCHF under the Grant. Compliance with the terms of the Grant is an express condition of Subgrantee's entitlement to disbursement and retention of the Subgrant. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Grant, the terms and conditions of the Grant shall control.

4. RECORD KEEPING AND REPORTING.

(a) Subgrantee shall maintain records of its expenditures, and supporting documentation, for a period of six years following expiration or termination of this Agreement.

(b) Subgrantee shall make all books and records and supporting documents related to the Subgrant and the use of the funds disbursed under this Agreement to FLTC and MCHF upon reasonable request by FLTC or MCHF.

(c) Subgrantee shall provide FLTC with a detailed report of the expenditures of the Subgrant on or before **July 22, 2022**. Subgrantee shall provide supporting documentation of such expenditures upon the request of FLTC, within ten days of such request.

(d) Subgrantee agrees to cooperate with FLTC in the event of an audit by MCHF, and to provide any information, documents and records reasonably requested by FLTC.

5. SUBGRANTEE CERTIFICATION. Subgrantee certifies that its financial position and/or operations have been substantially impacted by the COVID-19 pandemic. Subgrantee acknowledges and agrees that FLTC has relied on the foregoing certification in awarding the Subgrant and entering into this Agreement.

6. TERM; TERMINATION.

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue until July 30, 2022 (the "Term") unless either party shall terminate this Agreement as set forth below, or unless extended in writing by the parties. Any portion of the Subgrant not expended on Grant Purposes as of the expiration of the Term, or earlier termination date, if this Agreement is terminated pursuant to this Section 6, shall be returned to FLTC within 10 days of such expiration or termination.

(b) **Termination by Party.** Either Party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days' prior written notice of its election to terminate this Agreement.

(c) **Automatic Termination.** This Agreement shall automatically terminate in the event that the Grant to FLTC is terminated, rescinded or otherwise cancelled. If funds disbursed under the Grant or this Agreement are recovered from FLTC by MCHF, FLTC shall be entitled to recoup such recovered funds from Subgrantee.

7. **MANAGEMENT.** Subgrantee has identified Larry I. Slatky, at the following email address larry.slatky@shakerplace.org, as the responsible person for this Subgrant (the "Responsible Party"). The Responsible Party shall be responsible for managing the Subgrant funds and the use of such funds for Grant Purposes, completing all reporting requirements under this Agreement, and serving as the principal contact person with FLTC. Subgrantee may change the Responsible Party upon prior written notice to FLTC.

8. CONFIDENTIALITY AND PUBLIC STATEMENTS.

(a) FLTC and Subgrantee acknowledge and agree that they may receive or have access to information of a confidential nature ("Confidential Information") from each other. The Parties agree to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. The Parties will not use such Confidential Information for any purpose other than to facilitate the Grant and implement the terms and conditions of this Agreement and will not disclose any Confidential Information to any third party without the consent of the other party.

(b) Subgrantee will not issue any public statement, whether oral or written (including statements on its website), relating to the Grant or this Subgrant, or use FLTC or MCHF trademarks or logos in any promotional materials, or in any website, press release, or public communication, without obtaining FLTC and MCHF's prior written consent.

9. **REPRESENTATIONS AND WARRANTIES OF SUBGRANTEE.** Subgrantee represents and warrants as follows:

(a) Subgrantee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is duly licensed as a nursing home or adult care facility under New York State Law;

(b) The execution, delivery and performance of this Agreement are within

Subgrantee's corporate powers, has been duly authorized by all necessary corporate action, and does not contravene or conflict with (i) Subgrantee's charter or by-laws, or (ii) any law, rule, regulation or contractual restriction binding on or affecting Subgrantee;

(c) The person executing this Agreement on Subgrantee's behalf is duly authorized to bind such Party to this Agreement and the signature of such person appearing below the signature line represents such person's authentic signature;

(d) This Agreement is its legal, valid and binding obligation, enforceable against Subgrantee in accordance with its terms;

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body is required for the due execution, delivery and performance of Subgrantee's obligations under this Agreement;

(f) There is no known pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement;

(g) There is no known pending plan to close or sell the facility;

(h) Subgrantee represents that it will ensure compliance with any applicable legal obligations to pay employee compensation, fringe benefits, disability benefits, workers compensation, and /or withholding and other applicable taxes when due.

10. NOTIFICATION OF CHANGE IN SUBGRANTEE STATUS. Subgrantee shall notify FLTC promptly, in writing, of: (i) any changes in Subgrantee's organizational status or good standing in the jurisdiction in which it is organized; (ii) any changes in Subgrantee's licensure with the Department of Health; (iii) any pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement; or (iv) any pending or threatened petition for bankruptcy, whether voluntary or involuntary, or any other pending or threatened action or proceeding seeking the dissolution, reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief of Subgrantee under any Federal bankruptcy law or other laws.

11. INDEMNIFICATION. Subgrantee agrees to indemnify, defend, and hold harmless the MCHF, FLTC, and their directors, officers, members, employees, agents, representatives, volunteers, invitees, and assigns (collectively, "Grantor Parties"), with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising directly or indirectly from or in connection with the Subgrant, including but not limited to, breach by Subgrantee of any of its obligations and responsibilities under the Subgrant, or any other actions or omissions by Subgrantee with respect to this Agreement or the Subgrant which cause FLTC or MCHF damage, including without limitation any resulting recoupment of Grant funds by MCHF.

12. RELATIONSHIP OF THE PARTIES. Each of the Parties are and shall at all times function as independent contractors under this Agreement. Neither FLTC nor Subgrantee shall by virtue of this Agreement be deemed an employee, joint venturer, principal, agent or partner of the other Party, and neither is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the direction and control of that Party.

13. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction other than the State of New York. Each of the parties hereto hereby (i) submits to the jurisdiction of the State and Federal courts in Albany County, New York; and (ii) waives any defense of inconvenient forum.

14. SUCCESSORS AND ASSIGNS. This Agreement and the rights and obligations of the Parties hereto shall bind and inure to the benefit of any permitted successors or assigns, provided, however, that neither this Agreement nor any rights or benefits hereunder may be assigned by Subgrantee without the prior written consent of FLTC, which consent may be withheld in FLTC's sole discretion.

15. SURVIVAL. The covenants set forth in Sections 4, 8 and 11 of this Agreement shall survive the termination of this Agreement.

16. ENTIRE AGREEMENT; SEVERABILITY

(a) This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

(b) This Agreement may be modified, extended or waived only by a writing, signed by an authorized representative of each Party.

(c) In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and each other provision will to the full extent consistent with law continue in full force and effect. If any provision of this Agreement is held invalid in part, such invalidity will in no way affect the rest of such provision, and the rest of such provision, together with all other provisions of this Agreement, will, to the full extent consistent with law, continue in full force and effect.

17. NOTICES. Any notices, consents or other communications required to be sent or given hereunder by either Party shall in every case be in writing and shall be deemed effective if and when delivered by hand or delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the other Party at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Subgrantee:

Name: Larry I. Slatky

Address: 100 Heritage Lane, Albany, New York 12211

If to the FLTC:

Denise Mitchell Alper
Foundation for Long Term Care, Inc.
13 British American Boulevard
Latham, New York 12110

18. FORCE MAJUERE. Neither Party shall be considered in default of the performance of its obligations hereunder while performance of such obligations is prevented or delayed by any event or circumstance which is beyond the affected Party's reasonable control. Such events or circumstances include, but are not limited to: acts of god, war, fire, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, strike or lockout (other than those involving a party's employees or subcontractors) (collectively, a "Force Majeure Event").

19. MISCELLANEOUS.

(a) This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party, on the grounds that such Party was primarily responsible for drafting the Agreement, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

(b) This Agreement may be executed in any number of counterparts, including counterparts by facsimile or e-mail, all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart.

(c) Section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the Effective Date.

Name of Facility: Shaker Place Rehabilitation and Nursing Center

By: _____

Larry I. Slatky

Name: _____

Executive Director

Title: _____

FOUNDATION FOR LONG TERM CARE, INC.

By: _____
Name: Denise Mitchell Alper
Title: Executive Vice President

SUBGRANTEE INFORMATION FORM for "Supporting Long-Term Care Providers and Their Residents and Patients During the COVID-19 Pandemic - Round 3 Expansion"

Name of Subgrantee: Larry I. Slatky

Name of Facility (if different from Subgrantee):

- Person responsible for submitting the evaluation and expenditure report:

Name Frank McLoughlin

Email frank.mcloughli@shakerplace.org

Phone 518-213-8894

- Address that check should be sent to:

Facility/Company Name Shaker Place Rehabilitation and Nursing Center

Street 100 Heritage Lane

City, State Albany, New York

Zip code 12211

Attention to: Larry I. Slatky

Please upload a copy of your W-9 here.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Albany County

2 Business name/disregarded entity name, if different from above
Shaker Place Rehabilitation and Nursing Center

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Heritage Lane

6 City, state, and ZIP code
Albany, NY 12211

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

or

Employer identification number

1	4								

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *6/30/20*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certificate Of Completion

Envelope Id: 5DC2CACFAB6D4B41A5AEF669F4F94D9A

Subject: Please DocuSign: MCHF Grant

Source Envelope:

Document Pages: 10

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:

william keller

13 British American Blvd Ste 2

Latham, NY 12110

bkeller@leadingagency.org

IP Address: 72.0.147.178

Record Tracking

Status: Original

10/26/2021 2:40:15 PM

Holder: william keller

bkeller@leadingagency.org

Location: DocuSign

Signer Events

Larry I. Slatky

larry.slatky@shakerplace.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/26/2021 3:36:37 PM

ID: ad4e0e48-4acf-4a8b-a2c8-cdf20bdadbfid

Denise Alper

dalper@leadingagency.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/31/2018 12:44:15 PM

ID: 0c26ce60-893e-4a13-b6fb-9d06f738cf12

Signature**Timestamp**

Sent: 10/26/2021 2:40:16 PM

Viewed: 10/26/2021 3:36:37 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/26/2021 2:40:16 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, LeadingAge New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact LeadingAge New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dalper@leadingageny.org

To advise LeadingAge New York of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dalper@leadingageny.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from LeadingAge New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dalper@leadingageny.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with LeadingAge New York

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
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Screen Resolution:	800 x 600 minimum
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ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020 44039	Training, Conferences and Tuition	\$ 25,600		\$ 281,924	Shaker Place Rehabilitation and Nursing Center

TOTAL APPROPRIATIONS

\$ 25,600	\$ -
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ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
NH6020 02770	Other Unclassified Revenues		\$ 25,600	\$ 468,657	Shaker Place Rehabilitation and Nursing Center

TOTAL ESTIMATED REVENUES

\$ -	\$ 25,600
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GRAND TOTAL

\$ 25,600	\$ 25,600
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