

# **County of Albany**

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



## **Meeting Agenda**

**Thursday, March 31, 2022**

**5:30 PM**

**Held Remotely**

**Public Safety Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES
3. LOCAL LAW NO. "B" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES
4. AUTHORIZING A DATA SHARING AGREEMENT WITH THE STATE UNIVERSITY OF NEW YORK AT ALBANY FOR THE EVALUATION OF THE ALBANY LAW ENFORCEMENT ASSISTED DIVERSION INITIATIVE
5. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

# **County of Albany**

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



## **Meeting Minutes**

**Thursday, March 3, 2022**

**5:30 PM**

**Held Remotely**

**Public Safety Committee**

**PREVIOUS BUSINESS:**

**Present:** William M. Clay, Robert J. Beston, Zach Collins, Frank J. Commisso, Gary W. Domalewicz, Gilbert F. Ethier, Patrice Lockart and Sean E. Ward

**Excused:** Beroro T. Efekoro

**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. AMENDING RESOLUTION NO. 514 FOR 2018 REGARDING THE FY2018 STATE HOMELAND SECURITY PROGRAM GRANT**

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

**3. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE THIRD UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT**

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

**4. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT BETWEEN THE PROBATION DEPARTMENT AND THE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES REGARDING MULTISYSTEM THERAPY FOR RAISE THE AGE YOUTH AND FAMILIES**

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

## **LOCAL LAW “B” FOR 2022**

### **A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES**

Introduced:

By Ms. McLean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

#### **SECTION 1. Legislative Intent**

The purpose of this Local Law is to exempt Albany County from the payment of wireless communication surcharges on County owned or leased wireless telephones.

#### **SECTION 2. Amendment**

Section 2, of Local Law No. 6 for 2017, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REPEALING THE WIRELESS COMMUNICATION SURCHARGE AUTHORIZED BY ARTICLE 6 OF THE COUNTY LAW OF THE STATE OF NEW YORK SET FORTH IN ALBANY COUNTY LOCAL LAW 9 FOR 2009 AND IMPOSING THE WIRELESS COMMUNICATIONS SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW §186-g,” is amended by the addition of a new subdivision (d) as follows:

(d) Limitations. No wireless communication surcharge set forth in this Local Law shall be imposed upon any wireless telephone owned or leased by Albany County.

#### **SECTION 3. Severability**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm, or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### **SECTION 4. Effective Date**

This law shall take effect immediately upon its filing with the Secretary of State.

**RESOLUTION NO. 107**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “B” FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES**

Introduced: 3/14/22

By Ms. McLean Lane:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “B” for 2022, “A Local Law of the County of Albany Amending Local Law No. 6 for 2017, to Exempt the County from Wireless Communication Surcharges” to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, April 26, 2022, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Law and Public Safety Committees – 3/14/22*

## LOCAL LAW "B" FOR 2022

### A LOCAL LAW OF THE COUNTY OF ALBANY AMENDING LOCAL LAW NO. 6 FOR 2017, TO EXEMPT THE COUNTY FROM WIRELESS COMMUNICATION SURCHARGES

Introduced: 3/14/22

By Ms. McLean Lane:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

#### **SECTION 1. Legislative Intent**

The purpose of this Local Law is to exempt Albany County from the payment of wireless communication surcharges on County owned or leased wireless telephones.

#### **SECTION 2. Amendment**

Section 2, of Local Law No. 6 for 2017, "A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK REPEALING THE WIRELESS COMMUNICATION SURCHARGE AUTHORIZED BY ARTICLE 6 OF THE COUNTY LAW OF THE STATE OF NEW YORK SET FORTH IN ALBANY COUNTY LOCAL LAW 9 FOR 2009 AND IMPOSING THE WIRELESS COMMUNICATIONS SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW §186-g," is amended by the addition of a new subdivision (d) as follows:

(d) Limitations. No wireless communication surcharge set forth in this Local Law shall be imposed upon any wireless telephone owned or leased by Albany County.

#### **SECTION 3. Severability**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm, or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### **SECTION 4. Effective Date**

This law shall take effect immediately upon its filing with the Secretary of State.

*Referred to Law and Public Safety Committees – 3/14/22*





DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE EXECUTIVE  
112 STATE STREET, ROOM 1200  
ALBANY, NEW YORK 12207-2021  
(518) 447-7040 - FAX (518) 447-5589  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

March 9, 2022

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

Dear Chairman Joyce:

Numerous Albany County Departments – including my staff, and others from the Department of Mental Health, Probation, Public Defender, Alternate Public Defender, and the Department of Social Services – have supported and participated with other stakeholders (including the City of Albany, Albany Police Department, Sheriff, District Attorney, Center for Law & Justice, Central Ave Business Improvement District, and others) in the Albany Law Enforcement Assisted Diversion (LEAD) initiative since its inception in 2015. LEAD is founded on the principles of harm reduction when treating substance abuse, mental illness, poverty, and homelessness, as well as the intersection of these realities and the criminal justice system. The focus is not punishment, but rather offering support services. Frequently, clients who receive County services, including services from the Department of Mental Health, Probation, Public Defender, Alternate Public Defender, and Department of Social Services, have contact with the LEAD initiative. At the request of the Policy Coordinating Group for LEAD (of which I'm a member), the State University of New York at Albany has offered to evaluate the efficacy and outcomes of LEAD. To aid this evaluation, SUNY Albany has requested to enter into a data sharing agreement with numerous County Executive-led Departments, specifically the Department of Mental Health and Probation Department. However, the County Executive is also requesting approval for other County Departments to opt into this data sharing agreement, should they also have pertinent data to contribute. The County Executive and the Probation and Mental Health Departments are hopeful the data review will produce better LEAD outcomes and seeks legislative approval to proceed.

Sincerely,

Daniel P. McCoy  
Albany County Executive

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3176, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Authorization for Various Albany County Departments to Enter into Data Sharing Agreement with the State University of New York at Albany for Evaluation of the Albany Law Enforcement Assisted Diversion (LEAD) Initiative

Date:	March 1, 2022
Submitted By:	Patrick Alderson
Department:	County Executive's Office
Title:	Policy Analyst
Phone:	518-457-7040
Department Rep.	
Attending Meeting:	Patrick Alderson

**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) Data Sharing Agreement

**Contract Terms/Conditions:**

**Party (Name/address):**

Click or tap here to enter text.State University of New York at Albany  
One University Place  
Rensselaer, NY 12144

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 0

Scope of Services: Data sharing agreement with the State University of New York at Albany regarding evaluation of Albany Law Enforcement Assisted Diversion (LEAD).

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

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

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

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

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

County Budget Accounts:

Revenue Account and Line: N/A  
Revenue Amount: N/A

Appropriation Account and Line: N/A  
Appropriation Amount: N/A

Source of Funding - (Percentages)

Federal: N/A  
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) March 15, 2022-March 14, 2024  
Length of Contract: 24 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)

Numerous Albany County Departments - including the Department of Mental Health, Probation, Public Defender, Alternate Public Defender, and Department of Social Services - have supported and participated with other stakeholders (including the City of Albany, Albany Police Department, Sheriff, District Attorney, Center for Law & Justice, Central Ave BID, and others) in the Law Enforcement Assisted Diversion (LEAD) initiative since its inception in 2015. LEAD is founded upon the principles of harm reduction when dealing with substance abuse, mental illness, poverty, and homelessness, and the intersection of these realities and the criminal justice system. The focus is not punishment, but rather treatment and support services. Frequently, clients who receive County services, including from the Department of Mental Health, Probation, Public Defender, Alternate Public Defender, and Department of Social Services, have contact with the LEAD Initiative. At the request of the Policy Coordinating Group for LEAD, the State University of New York at Albany has offered to evaluate the efficacy and outcomes of LEAD. To aid this evaluation, SUNY Albany has requested to enter into a data sharing agreement with numerous County Executive-led Departments, specifically the Department of Mental Health and Probation Department. However, the County Executive is also requesting approval for other County Executive-led Departments to opt into this data sharing agreement, should they also have pertinent data to contribute. The County Executive, Probation and Mental Health Departments are hopeful the data review will produce better LEAD outcomes and seeks legislative approval to proceed.



## DATA USE AGREEMENT

CITY OF ALBANY, NEW YORK

AND

STATE UNIVERSITY OF NEW YORK, UNIVERSITY AT ALBANY

REGARDING DATA USE AND CONFIDENTIALITY

FOR THE

### Albany Law Enforcement Assisted Diversion (LEAD) Project

This Data Use Agreement ("Agreement" or "DUA") is made and entered into as of March 15, 2022, by and between the "Site", which includes all of the agencies, organizations and entities listed in Section XII (A) as signatories of this Agreement ("Participating Agencies"), and the State University of New York, University at Albany ("UAlbany").

WHEREAS, the City of Albany Police Department, has conceived of the LEAD Project, a pre-arrest diversion initiative for individuals whose contact with law enforcement is driven by issues of mental health, substance use, and/or poverty (the "Project").

WHEREAS, the collection, processing, and reporting of data is crucial for determining the effectiveness of the Project, and for maintaining mutual accountability among stakeholders and the community.

WHEREAS, in order to participate in the Project, each Participating Agency has agreed, among other activities, to share data, which may include case-level data, regarding its clients and practices that will be used for the Project's purposes.

WHEREAS, the Parties desire to enter into this Agreement to define and record the terms by which data shared in furtherance of the Project may be used, stored, transferred and disclosed, among other provisions, by any Party and among the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

#### I. Term of Agreement

This Agreement shall be effective upon execution by all Parties, and will continue until **March 15, 2024** ("Scheduled Termination Date"), unless it is:

- a. extended, as provided pursuant to Section VII herein, or
- b. terminated earlier pursuant to Section VIII herein.

#### II. Definitions

- A. "Agreement" means this Data Use Agreement, including all documents attached or incorporated by reference.
- B. "Coordinating Data Liaison" refers to such employee of a Participating Agency that may be designated by parties in this agreement to collect, consolidate and/or coordinate, as necessary, the disclosure of the Data, as defined below, on behalf of some or all Participating Agencies in the project. A Coordinating Data Liaison will only be designated for the Site if the Data from some or all of the Participating Agencies are already integrated, such as in a Data Warehouse, or require consolidation or merging for the purposes of the Project. The Coordinating Data Liaison, if any, is identified in Section IX of this Agreement.
- C. "Data" refers to the information that is directly transferred from one Party to another, including the elements listed in Exhibit A as well as any others provided in response to any other requests for Data from UAlbany or other parties.
- D. "Data Liaison" refers to such representatives of UAlbany and each Participating Agency that is designated by such Party to communicate with the other Parties regarding the Data to be shared. The Data Liaison for each Participating Agency is identified in Section IX of this Agreement.
- E. "PII" or "Personally Identifiable Information" is information that directly identifies or uniquely describes a particular individual or event or that might be used, either directly or in combination with other publicly-available information, to ascertain the identity of a particular individual (e.g., docket number, case number, Master Name Index [MNI] number, NYSID number, SSN, student ID).
- F. "Research Products" are any written publications or reports, presentations, or other materials produced by UAlbany that are generally accessible to the public and that convey the findings or outcomes of the Project. Research Products shall not contain PII.

### **III. Data transfer**

- A. On or before 4/1/2022, each Participating Agency will transfer to UAlbany the Data delineated in its respective section of the Data Elements List set forth in Exhibit A (the "List"), in the format specified in Exhibit A, unless such Data cannot be reasonably collected. The List may be amended as warranted by the mutual written consent of UAlbany and the respective Participating Agency. For this purpose only, the requirement of writing may be satisfied through email correspondence between UAlbany and the Data Liaison for the Participating Agency, which clearly confirms that both parties agree to the amendment.
- B. Notwithstanding the foregoing, if a Coordinating Data Liaison has been appointed pursuant to the Agreement, then the Participating Agencies shall transfer Data to



the Coordinating Data Liaison, who shall be responsible for collecting Data from the Participating Agencies, consolidating and de-identifying, as necessary, such Data, and transferring, on or before July 15, 2022, the Data in its possession and delineated in the List to UAlbany.

- C. All case-level Data to be transferred electronically will be transferred using a secure file transfer protocol, a Secure Socket Layer (SSL) certified, password protected file sharing system that is used for secure data exchange. Case-level Data shall be encrypted in transit, using secure, authenticated, and industry-accepted encryption mechanisms.

#### **IV. Data storage**

- A. All Data transferred to UAlbany are confidential. UAlbany will hold all Data in a secure manner and will protect them from disclosure, except as specifically provided in this Agreement.
- B. Data in electronic form shall be stored on secure computer hard-drives that require credentialed log-in for individual access. All access to such Data shall be restricted to authorized users who have been authenticated through secure password and log-in.
- C. UAlbany shall not store or transfer any data on any unencrypted electronic portable devices. If data is stored on an encrypted electronic portable device, that device must be kept in a locked and secured cabinet or safe at all times when not in use.
- D. UAlbany will limit the use of paper, hard-copy files or documents that contain Data to the minimum extent necessary. Such hard copy materials will be stored in locked drawers and cabinets, with access limited to authorized personnel.

#### **V. UAlbany's Use and Disclosure of Data**

- A. UAlbany, including its respective employees, agents and subcontractors, will not use the Data received under this Agreement for any purpose other than as necessary for the fulfillment of the Project-related responsibilities set forth in this Section. Accordingly, UAlbany will not match or link any of the Data received or produced under the terms of this Agreement with any datasets that are unrelated to the Project. UAlbany will not contact any individual whose records are contained in the Data.
- B. UAlbany will limit access to any Data to employees who have received training on: data security and the protocols that are necessary to secure confidential materials, including, where appropriate for the performance of their duties, training and certification in the Protection of Human Subjects by the

Collaborative Institutional Training Initiative (CITI) or a similar body regarding the proper handling of confidential data; the importance of confidentiality; and the requirements of this Agreement.

- C. UAlbany will only use the Data for the specific purposes of:
  - a. Cleaning, recoding, and analyzing Data from the Site;
  - b. To the extent possible, consolidating Data from the Site with Data from other jurisdictions participating in the Project; and
  - c. Creating the Research Products as set forth in Section VI.
  
- D. UAlbany will not re-disclose the Data to any party other than through the dissemination and publication of Research Products, except as required by law. In the event that UAlbany receives a request from a third party that compels disclosure of Data as a matter of law, UAlbany will abide by all Federal, State and local statutes regarding the confidentiality of the information requested. Unless prohibited by law, UAlbany will notify the Lead Agency and/or the Participating Agency to which the Data belongs in a timely manner whenever it receives a request from a third party for Data, and confer with the Lead Agency and/or such Participating Agency to determine an appropriate response.
  
- E. Case-level Data that are disclosed from UAlbany to a third party if required by law, shall be transferred using a secure file transfer protocol, ensuring that it is encrypted in transit, using secure, authenticated, and industry-accepted encryption mechanisms. All electronic data transmission will be conducted using a Secure Socket Layer (SSL) certified, password protected file sharing system that is used for secure data exchange.

## **VI. Research Products**

- A. It is anticipated that UAlbany will create the following Research Products for the Project:
  - a. One or more peer-reviewed academic journal articles; and
  - b. A summary report for the Policy Coordinating Group
  
- B. No PHI will be reported in any Research Product. The Site and Participating Agencies may be identified by name and discussed in Research Products.
  
- C. UAlbany will provide an opportunity to review each written Research Product that contains Data, prior to its publication, to each Participating Agency that supplied Data that informed or is reflected in the Research Product. The purpose of this review is to enable the relevant Participating Agencies to (a) identify factual errors or inaccuracies and provide information or corrections regarding these and (b) suggest additional contextual information that might aid in the interpretation of the material. The feedback provided may or may not be reflected in the final publication.

## **VII. Extension of Agreement**

- A. The Parties understand that UAlbany may decide to extend the term of the Agreement and the corresponding collection and/or analysis of Data. In that case, UAlbany will notify the the Participating Agencies no less than 60 days before the Scheduled Termination Date and identify the new date upon which this Agreement shall expire (the “Extended Termination Date”), which shall not extend past the Scheduled Termination Date by more than sixty (60) days without the other Parties’ consent (the Scheduled Termination Date and the Extended Termination Date, together, the “Termination Date”).
- B. UAlbany intends for the Project to be part of a larger body of work on identifying and responding to the target populations. Should the Project lead to future work that directly builds on the Project, UAlbany may wish to use Data obtained from the Site in future analyses; such use will be limited to work directly building on the Project and will not be used for unrelated work (“Future Related Work”). Written notification will be provided to the Site prior to using the Data for Future Related Work, and all Participating Agencies will be given the chance to opt out of having their Data used for such work. The protections enumerated in this Agreement as relates to UAlbany’s storage, use and disclosure of the Data will extend to all Future Related Work.

## **VIII. Early Termination of Agreement**

- A. Full participation of the Parties is incumbent for the success of the Project. Notwithstanding the foregoing, any Party may early terminate its participation in this Agreement at any time prior to the Termination Date, in accordance with the provisions of this Section.
- B. Any Party seeking to early terminate its participation in this Agreement must submit written notice of such early termination to the other Parties, specifying the effective date of the termination of their participation.
- C. If a Participating Agency early terminates its participation in this Agreement, only such Participating Agency’s obligations shall be terminated and the Agreement shall remain in full force and effect as to the remaining Parties. If UAlbany early terminates its participation in this Agreement, such termination shall automatically terminate the Agreement in its entirety.
- D. In the event that any Participating Agency seeks to terminate the Agreement due to an uncorrected breach of a material term of the Agreement, it is requested that such Participating Agency sends written notification to UAlbany stating that it believes there has been a material breach of this Agreement, specifying its reasons for such belief. Such Party would meet with UAlbany within ten business days of

receipt of the notification to discuss the alleged breach and attempt to cure or resolve it.

## **IX. Data Liaisons and Coordinating Data Liaison**

### **A. Data Liaisons**

The Participating Agencies designate the following individuals to be their respective Data Liaisons:

1. For the Albany Police Department  
Name: Sgt. Ben Peterson  
Email address: bpeterson@albanyny.gov  
Telephone:
  
2. For Catholic Charities Care Coordination Services  
Name: Diana Macy  
Email Address: dianam@ccalbany.org  
Telephone:
  
3. For St. Catherine's Center for Children  
Name: Kristin Michael  
Email Address: kmichael@st-cath.org  
Telephone:
  
4. For the Albany County Sheriff's Office  
Name: Investigator Amy Kowalski  
Email address: amy.kowalski@albanycountyny.gov  
Telephone:
  
5. For the Albany County Department of Mental Health  
Name: Lance Rider  
Email address: Lance.Rider@albanycountyny.gov  
Telephone:

### **B. Coordinating Data Liaison**

The Albany Police Department designates the following individuals to be Coordinating Data Liaisons:

1. For linking criminal justice data  
Name:  
Agency name: Albany Crime Analysis Center  
Email address:  
Telephone:

2. For linking health and service-related data  
Name: Diana Macy  
Agency name: Catholic Charities Care Coordination Services  
Email address: dianam@ccalbany.org  
Telephone:
3. For linking health and service-related data  
Name: Kristin Michael  
Agency name: St. Catherine's Center for Children  
Email address: kmichael@st-cath.org  
Telephone:
4. For linking jail data  
Name: Investigator Amy Kowalski  
Agency name: Albany County Sheriff's Office  
Email address: amy.kowalski@albanycountyny.gov  
Telephone:
5. For linking behavioral health data  
Name: Lance Rider  
Agency name: Albany County Department of Mental Health  
Email address: Lance.Rider@albanycountyny.gov  
Telephone:

C. UAlbany designates the following individual to be its Data Liaison:

Name:  
Email address:  
Telephone:

In the event that either party designates other individuals to serve as Data Liaisons during the course of the Agreement, they will provide prior notification to each other, along with the new Data Liaisons' contact information. Such notification may be accomplished through email, with each party using a notice that is signed and scanned.

## **X. Survival of Provisions**

All provisions of this Agreement regarding the confidentiality, security and permitted use of the Data shall survive the termination of this Agreement.

## **XI. General Provisions**

- A. This Agreement shall be governed by and construed under the laws of New York State.
- B. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.
- C. If any provision of this Agreement becomes or is declared illegal, invalid or unenforceable, such provision will be severed from this Agreement and will be deemed deleted. The other terms and conditions thereof shall not be affected thereby, and shall remain in full force and effect.
- D. This Agreement may be amended by the mutual consent of the parties in writing.
- E. This Agreement is complete and contains the entire understanding of the parties relating to the subject matter contained herein. This Agreement supersedes any and all prior understandings, representations, negotiations, discussions, and agreements between the parties relating hereto, whether written or oral.

**XII. Signatories**

Each of the individuals signing below certifies that he or she has authority to execute this Agreement on behalf of the named agency or entity.

- A. State University of New York at Albany  
One University Place  
Rensselaer, NY 12144

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT PRINTED NAME]

- B. Albany Police Department  
165 Henry Johnson Boulevard  
Albany, NY 12210

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT PRINTED NAME]

- C. Catholic Charities Care Coordination Services  
100 Slingerland Street  
Albany, NY 12203

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT PRINTED NAME]

- D. St. Catherine’s Center for Children  
40 North Main Avenue

Albany, NY 12203

By: \_\_\_\_\_  
[INSERT PRINTED NAME]

Date: \_\_\_\_\_

E. Albany County Department of Mental Health  
175 Green Street  
Albany, NY 12202

By: \_\_\_\_\_  
[INSERT PRINTED NAME]

Date: \_\_\_\_\_

F. Albany County Sheriff's Office  
16 Eagle Street  
Albany, NY 11207

By: \_\_\_\_\_  
[INSERT PRINTED NAME]

Date: \_\_\_\_\_

G. Albany County Probation Department  
60 South Pearl Street  
Albany, NY 12207

By: \_\_\_\_\_  
[INSERT PRINTED NAME]

Date: \_\_\_\_\_

## Exhibit A. Data Elements List

### Crime Analysis Center

For all individuals arrested since April 1, 2016 (Albany LEAD program's implementation date):

- Age
- Gender
- Race
- Ethnicity
- Height
- Weight
- Zip code
- Arrest location
- Arrest time
- Arresting Officer (de-identified)
- Offense(s) – [LEAD eligible or ineligible]
- Number and date(s) of arrests since April 1, 2016
  - Number and date(s) of arrests resulting in jail admission since April 1, 2016.
- Number and date(s) of contacts with law enforcement not resulting in arrests for safety since April 1, 2016.
- Number and date(s) of contact with law enforcement resulting in diversion to mental health or substance abuse treatment since April 1, 2016 (LEAD, Health Hub).
  - Specify type
- Number and date(s) of contact with law enforcement resulting in diversion to social services in past two year (e.g., homelessness services)

For all individuals arrested on a LEAD eligible offense but not diverted into the LEAD program since April 1, 2016 (or the most recent two-year period available):

- Recorded reason for non-diversion

For all individuals arrested on a LEAD ineligible offense and diverted into the LEAD program since April 1, 2016 (or the most recent two-year period available):

- Reason(s) for diversion (psychosocial drivers - mental illness, substance abuse, homelessness or poverty).
- Clients' recidivism (arrests and other police contacts)



### **Catholic Charities Care Coordination Services**

For all individuals diverted into the LEAD program since April 1, 2016:

- Results from any risk assessments or screening instruments for mental health, substance abuse, or homelessness
- Medicaid eligibility at any time in the past two years
- Medicaid enrollment at any time in the past two years
- Private insurance enrollment at any time in the past two years
- Insurance status at the time of most recent behavioral health contact
- Mental health flag (from community providers, jail or pre-trial assessments, or both)
- Substance abuse flag (from community providers, jail or pre-trial assessments, or both)
- Type(s) of mental health service contacted (e.g., crisis center, outpatient therapy, inpatient therapy)
- Flag for whether contact with mental health service was self-initiated, related to involuntary commitment, or part of a diversion program
- Serious mental illness flag
- Type(s) of substance abuse treatment (e.g., detox center, outpatient therapy, inpatient therapy)
- Flag for whether substance abuse was related to alcohol
- Flag for whether substance abuse was related to drugs
  - Primary substance used
- Type(s) of homelessness related services (e.g., homeless shelter placements, permanent housing)
- Human services datasets (e.g., SNAP, etc.)
- Hospital admissions and reason for admission
- Other applicable healthcare datasets

### **St. Catherine's Center for Children**

For all individuals diverted into the LEAD program and receiving services from St. Catherine's since April 1, 2016:

- Results from any risk assessments or screening instruments for mental health, substance abuse, or homelessness
- Medicaid eligibility at any time in the past two years
- Medicaid enrollment at any time in the past two years
- Private insurance enrollment at any time in the past two years
- Insurance status at the time of most recent behavioral health contact
- Mental health flag (from community providers, jail or pre-trial assessments, or both)
- Substance abuse flag (from community providers, jail or pre-trial assessments, or both)
- Type(s) of mental health service contacted (e.g., crisis center, outpatient therapy, inpatient therapy)
- Flag for whether contact with mental health service was self-initiated, related to involuntary commitment, or part of a diversion program
- Serious mental illness flag
- Type(s) of substance abuse treatment (e.g., detox center, outpatient therapy, inpatient therapy)
- Flag for whether substance abuse was related to alcohol
- Flag for whether substance abuse was related to drugs
  - Primary substance used
- Type(s) of homelessness related services (e.g., homeless shelter placements, permanent housing)
- Human services datasets (e.g., SNAP, etc.)
- Hospital admissions and reason for admission
- Other applicable healthcare datasets

## **Albany County Department of Mental Health**

For individuals diverted into the LEAD program since April 1, 2016:

- Age
- Gender
- Race
- Ethnicity
- Zip code
- Homelessness flag
- Medicaid eligibility at any time in the past two years
- Medicaid enrollment at any time in the past two years
- Private insurance enrollment at any time in the past two years
- Insurance status at the time of most recent behavioral health contact
- Mental health flag (from community providers, jail or pre-trial assessments, or both)
- Substance abuse flag (from community providers, jail or pre-trial assessments, or both)
- Number of mental health service contacts in past two years
  - Date(s) of mental health service contact in past two years
- Type(s) of mental health service contacted (e.g., crisis center, outpatient therapy, inpatient therapy)
- Flag for whether contact with mental health service was self-initiated, related to involuntary commitment, or part of a diversion program
- Serious mental illness flag
- Number of substance abuse treatment contacts in past two years
  - Date(s) of substance abuse treatment
- Type(s) of substance abuse treatment (e.g., detox center, outpatient therapy, inpatient therapy)
- Flag for whether substance abuse was related to alcohol
- Flag for whether substance abuse was related to drugs
  - Primary substance used

## **Albany County Sheriff's Office**

For individuals diverted into the LEAD program and admitted to jail since April 1, 2016:

- Age
- Gender
- Race
- Ethnicity
- Zip code
- Number and date(s) of arrests resulting in jail admissions in the past two years
- Number of jail admissions in past two years
  - Number of pre-trial jail admissions
  - Number of post-trial jail admissions
- Charge(s) associated with jail admissions in past two years
- Date(s) of admissions to jail in past two years
- Date(s) of releases from jail in past two years
  - Reason for release(s)
  - Where released to (e.g., prison, community)
- Total number of days spent in jail in past two years
- Total number of prior arrests resulting in jail admissions (not just in past two years)
- Total number of prior jail admissions (not just in past two years)
- Homelessness flag
- Medicaid eligibility at time of booking
- Medicaid enrollment status at time of booking
- Jail mental health flag
- Jail mental health pod flag
- Jail substance abuse flag
- Jail substance abuse pod flag
- Flag for whether substance abuse was related to alcohol (e.g., ICD-9 code)
- Flag for whether substance abuse was related to drugs (e.g., ICD-9 code)
  - Primary substance used
- Flag for jail mental health treatment in the past two years
  - Type(s) of mental health treatment utilized
- Flag for prescription of any medications related to behavioral health while in custody
  - Names of medication(s) prescribed while in custody
- Name(s) of any treatment programs individual was enrolled in while in custody (e.g., Alcoholics Anonymous, Narcotics Anonymous)
- Results from any risk assessments or screening instruments for mental health, substance abuse, or homelessness

## **Albany County Probation**

For individuals diverted into the LEAD program and under the supervision of Albany County Probation since April 1, 2016:

- Age
- Gender
- Race
- Ethnicity
- Zip code
- Admission date
- Discharge date
- Release Type (term completed, revocation, etc.)
- Probation time served
- Conviction Charge/Charge Type/Level
- Probationer Supervision/Risk Level
- Probationer Classification/Assessment (drug abuse, mental health, homeless, health insurance)



**COUNTY OF ALBANY  
PROBATION DEPARTMENT  
60 SOUTH PEARL STREET  
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200  
FAX: (518) 487-5204  
[www.albanycounty.com](http://www.albanycounty.com)

**WILLIAM CONNORS  
Director**

**Lori Haggerty  
Deputy Director**

**Michael OConnor  
Principal Probation Officer**

**DANIEL P. MCCOY  
County Executive**

March 1, 2022

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

Dear Chairman Joyce:

Please find the enclosed documents prepared for the Probation Department and the Public Defender's Office. This request is to renew the contracts for both Departments to continue to receive New York State funding for our Alternative to Incarceration Program for 2021 – 2022. The Probation Department provides Pretrial Services and the Public Defender provides Defender Based Advocacy for Criminal Courts in Albany County.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

William Connors  
Probation Director

WC/km  
Enc.

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3175, **Version:** 1

### **REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Alternatives to Incarceration (ATI Program) for Probation and Public Defender Departments

Date:	March 1, 2022
Submitted By:	William Connors
Department:	Probation Department
Title:	Probation Director
Phone:	518-487-5194
Department Rep.	
Attending Meeting:	William Connors

**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 7/1/2022

- 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):**

New York State Division of Criminal Justice  
80 South Swan Street  
Albany, NY 12110

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 49,037.

Scope of Services: The Albany County Probation Department will provide Pre Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under the program criteria as required for funding. The Albany County Public Defender will provide Defender Based Advocacy Services for those defendants eligible as required for funding.

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 Executive Law 12-A

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: AA1340 03340

Revenue Amount: \$29,116

Revenue Account and Line: AA1170 03340

Revenue Amount: \$19,921

Appropriation Account and Line: Various personnel lines

Appropriation Amount: \$49,037

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 33

County: 67

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/1/2022-6/30/2023

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: Resolution No. 229 of 2021

Date of Adoption: 7/12/21

**Justification:** (state briefly why legislative action is requested)

The Albany County Probation Department and the Public Defenders' Office request County legislative authorization to accept Alternatives to Incarceration (ATI) grant funding from the NYS Division of Criminal Justice Services in the amount of \$49,037 for a 12-month period to begin July 1, 2022 through June 30, 2023. The Albany County Probation Department will provide Pre Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under the program criteria as required for funding. The Albany County Public Defender will provide Defender Based Advocacy Services for those defendants eligible as required for funding. This funding was anticipated in the 2022 County budgets for the Probation Department and the Office of the Public Defender.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Table with 2 columns: Grant details (Grantee/Contractor, Program Name, Signatory Name and Title, Email) and Dates/Amounts (Date, Award Amount, Term Dates, Contract Number). Includes Albany County, Article 13-A Classification/ATI Programs, Daniel Lynch, and Contract Number C523912.

DCJS is pleased to inform you that your County is eligible to receive the above noted amount for your county's Article 13-A Classification/Alternatives to Incarceration (ATI) program(s) for a renewal term of July 1, 2022 to June 30, 2023.

Please find the attached 2022-23 13-A Application for Funding. Please complete the Application, responding to all questions pertaining to current and future planning and submit the Application, along with the proposed Appendix B-1 Budget, to DCJS by emailing them to dcjsopcaati@dcjs.ny.gov by March 25, 2022.

If you have questions about your grant award or the contracting process, please contact Ben Lazarus, Public Safety Grants Manager with the Office of Program Development and Funding (OPDF) at (518) 457-9787 or ben.lazarus@dcjs.ny.gov.

Attachments (2)
cc: Robert M. Maccarone, Deputy Commissioner and Director

1 The award amount listed above is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



**Division of Criminal  
Justice Services**

**APPENDIX B-1**

Program Performance Milestones and Costs

**Grantee:** Albany County  
**Programs:** Albany County 13A Classification

**Contract No.:** C523912  
**Budget Term:** 7/1/22 - 6/30/23

BUDGET CATEGORIES	OPERATING BUDGET	PERFORMANCE MILESTONES	ANNUAL MILESTONE TARGET	STATE REIMBURSEMENT RATE	TOTAL STATE REIMBURSEMENT
Personal Services	\$ 571,617.00	Program 1			
Fringe Benefits					
Consultant Services		Monitor/Supervise	404	\$ 72.07	\$ 29,116.28
Equipment		Program Subtotal \$29,116.28			
Supplies		Program 2			
Travel and Subsistence					
Rental of Facilities		DBA Plans Prepared	112	\$ 89.03	\$ 9,971.36
Alterations and Renovations					
All Other Expenses		DBA Plans Accepted	104	\$ 95.67	\$ 9,949.68
		Program Subtotal \$19,921.04			
<b>Total Operating Budget</b>	<b>\$ 571,617.00</b>				
Maximum State Reimbursement	\$ 49,037.00				
		<b>Total</b>			<b>\$ 49,037.00</b>



## RESOLUTION NO. 229

## AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Introduced: 7/12/21  
By Public Safety Committee:

WHEREAS, New York State law requires that counties develop and submit a Comprehensive Alternatives to Incarceration (ATI) Service Plan to identify and provide eligible programs which afford alternatives to incarceration to suitable persons, and

WHEREAS, The Director of the Probation Department has indicated that the New York State Division of Criminal Justice Services (NYS DCJS) has determined that the County is eligible to receive funding for the Albany County Probation Department and Albany County Public Defender's Office which will be provided through the NYS Executive Law Article 13-A Classification/ATI Programs in the total amount of \$49,037 for the term commencing July 1, 2021 and ending June 30, 2022, and

WHEREAS, The Director has further indicated that the aforementioned grant funds will be divided between the Albany County Public Defender's Office in the amount of \$19,921 to support Defender Based Advocacy Services, and the Department of Probation in the amount of \$29,116 to provide Pre Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under program criteria as required for funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to renew the annual ATI Service Plan application to the NYS DCJS and renew agreements on behalf of the aforementioned departments in the amounts of \$29,116 for the Alternatives to Incarceration Initiative and \$19,921 for the Defender Based Advocacy Program for a total agreement amount not to exceed \$49,037 for the term commencing July 1, 2021 and ending June 30, 2022 and, be it further

RESOLVED, That the County Attorney is authorized to approve said applications and agreements 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 - 7/12/21*

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 12<sup>th</sup> day of July, 2021, 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 13<sup>th</sup> day of July, 2021.

A handwritten signature in cursive script, which appears to read "Neale Chamberlain". The signature is written in black ink and is positioned above a horizontal line.

Clerk, Albany County Legislature