

# **County of Albany**

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



## **Meeting Agenda**

**Tuesday, September 27, 2022**

**5:30 PM**

**Harold L. Joyce Albany County Office Building  
Room 730**

### **Social Services Committee**

**CURRENT BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES
2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES
3. LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES
4. AUTHORIZING AN INTERDEPARTMENTAL AGREEMENT REGARDING THE SAFE HARBOR INITIATIVE
5. AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES
6. AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENTS OF SOCIAL SERVICES AND MENTAL HEALTH REGARDING SERVICES FOR SAFETY NET AND TANF APPLICANTS AND RECIPIENTS
7. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES AND BRIGHTSIDE UP, INC. REGARDING REGISTRATION SERVICES AND ADMINISTRATIVE COSTS
8. AUTHORIZING AN AGREEMENT WITH PINE RIDGE INDUSTRIES FOR THE PROVISION OF EMPLOYMENT SUCCESS COACHING
9. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMPLOYMENT SERVICES FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES AND SAFETY NET RECIPIENTS
10. AUTHORIZING AN EXTENSION OF A LEASE AGREEMENT WITH CAPITAL DISTRICT YOUTH CENTER, INC. REGARDING THE EXPANSION OF THE CAPITAL DISTRICT JUVENILE SECURE DETENTION FACILITY

# County of Albany

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



## Meeting Minutes

**Tuesday, August 23, 2022**

**5:30 PM**

**Held Remotely**

**Social Services Committee**

**PREVIOUS BUSINESS:**

**Present:** Samuel I. Fein, Merton D. Simpson, Norma J. Chapman, Mickey Cleary, Patrice Lockart, Carolyn McLaughlin, Jeff S. Perlee and Christopher H. Smith

**Excused:** Nathan L. Bruschi

**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 TRINITY ALLIANCE OF THE CAPITAL REGION, INC. REGARDING THE PROVISION OF FAMILY AND NEIGHBORHOOD RESOURCE CENTER SERVICES**

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

**3. AUTHORIZING AGREEMENTS REGARDING THE 2022 SUMMER YOUTH EMPLOYMENT PROGRAM**

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

**4. AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY AT ALBANY SCHOOL OF SOCIAL WELFARE FOR THE PROVISION OF MANAGEMENT TRAINING**

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



**RESOLUTION NO. 340**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "M" FOR 2022: A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES**

Introduced: 9/12/22

By Mr. Mauriello and Burgdorf:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "M" for 2022, "A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES," is to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, October 25, 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.

## LOCAL LAW “M” FOR 2022

### A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES

Introduced: 9/12/22

By Messrs. Mauriello and Burgdorf, Messrs. Collins, Drake, Grimm, Perlee, and Tunny; Mss. Lockart and Whalen:

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

#### **SECTION 1. Title.**

This Local Law shall be known as the “Stop Illegal Guns Now (SIGN) Law.”

#### **SECTION 2. Legislative intent.**

The purpose of this Local Law is to provide for and promote the safety of the general public by providing informational notices about the danger of illegal firearms.

This Legislature finds that crimes committed in New York State with firearms are typically perpetrated by individuals who possess the firearm illegally. A 2016 report by the Office of the New York Attorney General indicates 74% of the weapons recovered by law enforcement used in criminal activity were possessed illegally. A report issued by the United States Department of Justice in 2016 indicated more than half of State and Federal prisoners who had used a firearm during their offense possessed it illegally.

This Legislature believes that providing information to the public about the danger of, and instructions regarding the disposal of, illegal firearms can make Albany County safer.

#### **SECTION 3. Definitions.**

a. Notice-required home visit. Any home visit conducted by the Department for Aging, Department of Children, Youth, and Families, Department of Health, Department of Mental Health, Department of Probation, Department of Social Services, or the Veterans Services Bureau within the County of Albany, or by any organization contracting with Albany County for the purpose of providing services on behalf of Albany County or as part of a program offered in partnership with Albany County.

b. Notice-required public facility. Any building owned and operated by Albany County which is open for public entry, as well as any public structure employed by an organization contracting with Albany County for the purpose of providing services on

behalf of Albany County or as part of a program offered in partnership with Albany County.

**SECTION 4. Illegal Firearm Awareness Notice**

a. At every notice-required home visit, County personnel shall distribute a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

**WARNING**

**ILLEGAL GUNS ARE USED IN THE MAJORITY OF GUN-BASED CRIMES IN NEW YORK STATE. POSSESSION OF AN ILLEGAL GUN ENDANGERS EVERY MEMBER OF YOUR HOUSEHOLD AND COMMUNITY.**

**YOU CAN NOT BE CHARGED WITH ILLEGAL POSSESSION OF A FIREARM IF IT IS VOLUNTARILY SURRENDERED. IF YOU OR A LOVED ONE POSSESSES AN ILLEGAL FIREARM, YOU CAN VOLUNTARILY DISPOSE OF THE WEAPON BY CALLING THE ALBANY COUNTY SHERIFF'S DEPARTMENT AT (518) 487-5400.**

b. Every notice-required public facility shall, in a prominent place, display a notice conspicuously stating, in no smaller than 26-point type and on paper at least 8 and ½ inches by 11 inches in bold print, the following warning:

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**COUNTY SHERIFF'S DEPARTMENT AT (518)  
487-5400.**

**SECTION 5. Effective Date**

This law shall take effect on the thirtieth day after it shall have become law, however, any obligations required of organizations contracting with Albany County shall take effect upon the creation or renewal of their contractual agreement with Albany County.

**LOCAL LAW “M” FOR 2022**

**A LOCAL LAW OF THE COUNTY OF ALBANY REQUIRING THE DISTRIBUTION OF ILLEGAL FIREARM AWARENESS NOTICES**

Introduced: 9/12/22

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DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET ¥ SUITE 300  
ALBANY, NEW YORK 12207  
(518) 447-7324 - FAX (518) 447-7578  
www.albanycounty.com

MOIRA E. MANNING  
COMMISSIONER

NICOLE WARD  
Deputy Commissioner

September 1, 2022

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for authorization to enter into an Inter-Departmental Agreement with Albany County Crime Victims and Sexual Violence Center, for facilitation of services related to the Safe Harbor Initiative.

The amount requested for facilitation of these services is not to exceed \$17,875. The requested contract term will be October 1, 2022 – December 31, 2022.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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-3552, **Version:** 1

### **REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**  
Authorization for an Inter-Departmental Agreement with Albany County Crime  
Victims and Sexual Violence Center

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Date:	September 1, 2022
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorizations
- 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 (Supplies)
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.:

Source of Funds:

NYSOCFS

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

Renewal

Submission Date Deadline

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):

Albany County Crime Victims & Sexual Violence Center

112 State Street Room 1100

Albany, NY 12207

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:

\$17,875

Scope of Services:

Safe Harbor initiative

Bond Res. No.:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service:

Yes  No

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes  No

Anticipated in Current Budget:

Yes  No

County Budget Accounts:

Revenue Account and Line: A 6119 0 3407  
Revenue Amount: \$17,875

Appropriation Account and Line: A 6119 4 4046  
Appropriation Amount: \$17,875

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 10/1/2022 - 12/31/2022  
Length of Contract: 3 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: 22-20, 19-535, 18-26  
Date of Adoption: 2/14/22, 12/5/19, 2/12/18,

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

Please see attached

## **Department for Children, Youth and Families**

### **Authorization for an Inter-Departmental Agreement with Albany County Crime Victims and Sexual Violence Center**

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to enter into an Interdepartmental Agreement with Albany County Crime Victims and Sexual Violence Center (ACCVSVC) for facilitation of services related to the Safe Harbor initiative. The Department received authorization to accept grant funding from the Office of Children and Family Services through Resolution No. 20. The amount requested for facilitation of these services is not to exceed \$17,875. The requested contract term will be October 1, 2022 – December 31, 2022.

The Safe Harbor initiative focuses on establishing a framework to increase the identification of potential trafficking victims, creating capacity for services in local infrastructures, and to support direct services to those victims. The Safe Harbor program, focuses on having a continuum of programs and services that enhance the effectiveness of education, outreach, case management and responsiveness to those persons identified as victims of or at high risk of trafficking.

ACCVSVC has a proven record and mechanism for responsiveness to victims of crimes, including sexual violence. ACCVSVC will become a subcontractor for the Department and implement to Safe Harbor program. These funds will support the salary of the part time Safe Harbor Coordinator as well as meeting concrete needs of the youth involved with sex trafficking or a victim of a crime.

The contract with ACCVSVC allows for a more holistic and comprehensive plan to address and serve the needs of this population.

**RESOLUTION NO. 20**

**AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE CHILD RIGHT: SAFE HARBOR INITIATIVE AND AMENDING THE 2022 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET**

Introduced: 2/14/22  
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services in order to accept funding regarding the Child Right: Safe Harbor Initiative in the amount of \$43,350 for a term commencing January 1, 2022 and ending December 31, 2022, and

WHEREAS, The Child Right: Safe Harbor Initiative focuses on establishing a framework to increase the identification of potential trafficking victims, creating capacity for services in local infrastructures, and supporting direct services to those victims, and

WHEREAS, The Commissioner has also requested a budget amendment in order to incorporate the aforementioned funding, 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 of Children and Family Services in order to accept funding in the amount of \$43,350 for the term commencing January 1, 2022 and ending December 31, 2022, and, be it further

RESOLVED, That the 2022 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$43,350

Increase Appropriation Account A6119.1 by \$31,180 by increasing Line Item A6119 1 8580 Per Diem Therapies PT by \$31,180

Increase Appropriation Account A6119.2 by \$500 by increasing Line Item A6119 2 2001 Equipment by \$500

Increase Appropriation Account A6119.4 by \$9,284 by increasing the following line items:

Increase Line Item A6119 4 4038 Travel/Mileage/Freight by \$1,000



COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET ¥ SUITE 300  
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DANIEL P. MCCOY  
COUNTY EXECUTIVE  
  
DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING  
COMMISSIONER  
  
NICOLE WARD  
DEPUTY COMMISSIONER

September 1, 2022

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contract with Berkshire Farms and Family Center for the provision of Non-Secure Detention Services.

The requested contract is for the term of January 1, 2023 – December 31, 2023 in the amount of \$961,000. This agreement will be the second and final one-year renewal option.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R  
Commissioner

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

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**File #:** TMP-3557, **Version:** 1

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### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Berkshire Farms Non-Secure Detention Services

Date: September 1, 2022  
Submitted By: Scott McNelis  
Department: Children, Youth and Families  
Title: Contract Administrator  
Phone: 7306  
Department Rep.  
Attending Meeting: Moira Manning, 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):  
Berkshire Farms and Family Center  
13640 State Route 22  
Canaan, N.Y. 12029

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

Amount/Raise Schedule/Fee: \$961,000  
Scope of Services: Non-Secure Detention for adolescent males or females  
PINS/JDs ages 7-17 years old that are brought to the facility by a local Police agency or remanded to  
the facility by Albany County Family Court.

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: Family Court Act 353.5 and 352.2 / Social Services Law  
371

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

County Budget Accounts:  
Revenue Account and Line: AA6119 03619  
Revenue Amount: \$470,890.00

Appropriation Account and Line: AA6119 44403  
Appropriation Amount: \$961,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 49%  
County: 51%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023 - 12/31/2023  
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: 21-332, 20-359, 19-416, 18-467, 17-23, 16-556, 15-398, 14-399, 13-581, 12-367, 11-449, 11-080, 10-456  
Date of Adoption: 10/12/21, 10/13/20, 10/15/19, 10/09/18, 2/12/17, 12/5/16, 10/13/15, 10/14/14, 12/5/13, 10/9/12, 12/5/11, 3/14/11, 12/6/10

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

Please see attached

**Department for Children, Youth and Families**  
**Justification for Contract Authorization with Berkshire Farm**  
**Center and Services for Youth**  
**for the Provision of Non-Secure Detention Services**

The Department for Children, Youth and Families respectfully requests legislative authorization for Albany County to enter into a contractual agreement with Berkshire Farm Center and Services for Youth for the Provision of Non-Secure Detention Services. The requested contract term will be January 1, 2023 – December 31, 2023 not to exceed the amount of \$961,000. This will be the second and final one year renewal option of this agreement.

*RFP #2020-090– Non Secure Detention Services* was issued on August 6 2020 with responses due August 21, 2020. The Department received only one proposal from Berkshire Farm Center and Services for Youth.

Albany County sought proposals for a Non-Secure Detention for adolescent males or females JDs ages 7-17 years old that are remanded to the facility by Albany County Family Court. Albany County expected the proposers operate a male Non-Secure Detention program and a female Non-Secure Detention program. There was an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserved the right to purchase additional beds on an as needed basis at the same rate as the guaranteed bed rate.

Berkshire Farm Center and Services for youth has been the provider for Albany County Non-Secure detention services for many years and has done so with unquestionable quality of care. Berkshire Farm Center has successfully worked to engage the youth and family, and work in conjunction with Albany County DCYF, Probation, Family Court and Law Enforcement. Berkshire Farm Center has placed a great deal of emphasis on maintaining residents' ties with family, school, and preventive services in which the residents are engaged in order to reduce detention stays and facilitate successful re-entry to the community.

In addition, Berkshire Farm Center will work cooperatively with Albany County DCYF to be the designated entity after hours for the completion and decision making of the NYS mandated Detention Risk Assessment Instrument (DRAI), which was fully implemented October 28, 2013.

Berkshire Farm Center's proposal met the performance standards requested in the RFP.

**Service Area Outcomes**

- 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention.
- 90% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention

## RESOLUTION NO. 332

## AUTHORIZING AN AGREEMENT WITH BERKSHIRE FARMS AND FAMILY CENTER REGARDING NON-SECURE DETENTION SERVICES

Introduced: 10/12/21

By Social Services Committee:

WHEREAS, Pursuant to the New York State Social Service law, it is the County's responsibility to provide non-secure detention assistance for court ordered services, and

WHEREAS, The Commissioner of the Department of Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with Berkshire Farms and Family Center for the provision of non-secure detention beds and aftercare services for court ordered youth in an amount not to exceed \$961,020 for a term commencing January 1, 2022 and ending December 31, 2022, with a one-year renewal option, and

WHEREAS, Berkshire Farms and Family Center for youth has been the provider for Albany County non-secure detention services for many years and has done so with unmistakable quality of care, while working in conjunction with Albany County DCYF, Probation, Family Court and law enforcement to provide beds to JDs ages 7-17 years old that have been remanded to the facility by Albany County Family Court, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Berkshire Farms and Family Center, Canaan, NY 12029 regarding non-secure detention services in an amount not to exceed \$961,020, with a local share of 51%, for a term commencing January 1, 2022 and ending December 31, 2022, with a one-year renewal option, 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 – 10/12/21*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210-2304  
(518) 447-7300  
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE  
COMMISSIONER

ERIN M. STACHEWICZ  
EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

September 7, 2022

Hon. Andrew Joyce, Chairman  
Legislative Clerk's Office  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

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

Approval is requested to renew a Memo of Understanding between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit of the Albany County Department of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. These assessments are mandated under the Welfare Reform Act of 1997 to be provided to Safety Net and TANF applicants/recipients.

This agreement provides reimbursement for two fulltime Mental Health Certified Alcohol Substance Abuse Counselor positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this proposed agreement.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3521, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Date:	8/16/2023
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

#### Purpose of Request:

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

### CONCERNING BUDGET AMENDMENTS

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

Albany County Department of Mental Health  
175 Green Street, Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$228,000

Scope of Services: Memo of Understanding with the Albany County Department of Mental Health for the Central Management Unit which performs mandated Alcohol/Substance Abuse Assessments for the Albany County Department of Social Services.

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: Welfare Reform Act of 1997

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: AA6010 04615  
Revenue Amount: \$66,927.00

Appropriation Account and Line: AA6010 44046  
Appropriation Amount: \$228,000.00

Source of Funding - (Percentages)

Federal: 29%  
State: Click or tap here to enter text.  
County: 71%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2023-12/31/2023  
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: 335  
Date of Adoption: 10/12/2021

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

Approval is requested to renew a Memo of Understanding (MOU) between the Albany County Departments of Mental Health and Social Services (DSS) in order for the Central Management Unit (CMU) of Albany County Department of Mental Health to provide assessment and referral services for DSS applicants and recipients with possible substance abuse issues. This agreement provides reimbursement for two (2) fulltime Mental Health Certified Alcohol Substance Abuse Counselor (CASAC) positions. The requested amount represents the salary, fringe, supervision and projected lab costs associated with supporting this MOU.

The Welfare Reform Act of 1997 mandates that local social services districts screen all adult public assistance applicants and recipients for alcohol/substance abuse, and, if indicated, obtain related assessments of treatment needs, including level of care and employability determinations. These assessments will be performed under this agreement through the Mental Health Department's Managed Addiction Treatment Services Central Management Unit (CMU). The Department of Mental Health Case Management Unit serves Safety Net and TANF applicants and recipients.

The number of individuals served during calendar year 2021 was 615.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
THE ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH  
FOR THE CMU PROGRAM**

**PURSUANT TO RESOLUTION NO. 335, ADOPTED 10/12/2021**

This is an Agreement by and between the Albany County Department of Social Services (hereinafter referred to as the "Department of Social Services") with offices located at 162 Washington Avenue, Albany, New York 12210, and the Albany County Department of Mental Health (hereinafter referred to as the "Department of Mental Health") with offices located at 175 Green Street, Albany, New York 12202.

**WITNESSETH:**

**WHEREAS**, the Albany County Departments of Social Services and Mental Health are working in partnership in order to promote goals of sobriety and self-sufficiency for persons who engage in alcohol/substance abuse; and

**WHEREAS**, the Albany County Departments of Social Services and Mental Health are working in partnership to promote the goal of self-sufficiency of persons who demonstrate mental health problems; and

**WHEREAS**, The Welfare Reform Act of 1997 requires local social service districts to screen and assess applicants/recipients of Temporary Assistance for alcohol/substance abuse; and

**WHEREAS**, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York; and

**WHEREAS**, Albany County Department of Mental Health has the capacity and expertise to perform the required alcohol/substance abuse assessments:

**NOW, THEREFORE**, the parties, recognizing their mutual interest in serving individuals demonstrating alcohol/substance abuse as a barrier to self-sufficiency, do enter into this Agreement governing the cooperative relationship and defining their respective roles and responsibilities.

**ARTICLE I. SCOPE OF SERVICES FOR ALCOHOL/SUBSTANCE ASSESSMENT  
AND TREATMENT MONITORING SERVICES**

The Scope of Services to be performed with regard to the performance of alcohol/substance abuse employability assessments and monitoring of substance abuse treatment, as jointly administered by the Departments of Social Services and Mental Health via the Centralized Management Unit (CMU) is set forth in Exhibit 1 of this Agreement attached hereto and made a part hereof.



The respective roles and responsibilities of the Departments of Social Services and Mental Health, related to implementation of alcohol/substance abuse employability assessments, substance abuse treatment monitoring services are as follows:

The Department of Mental Health agrees to:

- a) Provide administrative and supervisory oversight of the performance of CMU Certified Alcohol Substance Abuse Counselors (CASACS) including the recruitment, hiring, training and supervision of all Department of Mental Health program staff.
- b) Provide two (2) CASACS to provide substance abuse assessments and monitoring of treatment compliance for temporary assistance and Medicaid recipients.
- c) Administer and manage the CMU forms/tools within the IMA Electronic Health Record (EHR) System.
- d) Provide DSS with the necessary training and concurrent user licenses to conduct scheduling and case collaboration within the IMA EHR system.
- e) Collaborate with the Department of Social Services to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.
- f) Assist the Department of Social Services in providing training and orientation information regarding substance abuse assessments and case management services to appropriate Social Services staff.
- g) Hold regular meetings with the Department of Social Services to review the progress of the services provided under this Agreement.
- h) Prepare and submit all required reports and claims related to the employability assessments conducted, substance abuse treatment monitoring and case management services provided.

The Department of Social Services agrees to:

- a) Provide administrative and supervisory oversight of the Department's performance under the program, including the recruitment, hiring, training and supervision of all Department of Social Services program staff.
- b) Collaborate with the Department of Mental Health to evaluate and modify procedures as appropriate to improve the outcomes and success of the CMU program.
- c) Cooperate in providing necessary orientation information to appropriate Department of Social Services and Department of Mental Health staff.
- d) Hold regular meetings with the Department of Mental Health to review and evaluate the services provided under this Agreement.
- e) Assist the Department of Mental Health in evaluating and monitoring the implementation of the services provided by this Agreement.

## **ARTICLE II. GENERAL PROVISIONS**

The Department of Social Services shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Department of Mental Health shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County, as may be required so that the County and the New York State Department of Social Services will be able to fulfill their functions and responsibilities.

Both parties shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

Each party will be fully responsible for the provision of all equipment and services for their respective staff, necessary to the performance of the requirements of this Agreement.

### **ARTICLE III. CONFIDENTIALITY**

As part of this Agreement, the parties agree to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Memorandum of Understanding and shall maintain the confidentiality of all such information in conformity with the provisions of all applicable State and Federal laws and regulations. Further, to the extent it may be applicable, the Department of Mental Health agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

### **ARTICLE IV. INFORMATION ACCESS**

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

As part of this Agreement, all technical or other data relative to the work pertaining to this Agreement in the possession of either party shall be made available to the other party to this Agreement without expense to the other party. All client records and other forms, reports, statistics and materials shall be retained by and at the respective Departments.

### **ARTICLE V. COOPERATION**

The parties agree to work cooperatively in order that work may proceed expeditiously and economically, and to resolve any specific issues or difficulties that may arise in the course of implementation of the program of Alcohol/Substance Abuse Screening and Employability Assessment.

### **ARTICLE VI. GRIEVANCES AND FAIR HEARINGS**

The Department of Social Services shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of this Agreement, the Department of Mental Health, upon the request of the Department of Social Services, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

### **ARTICLE VII. FEES**

In consideration of the terms and obligations of this Agreement, the Department of Social Services agrees to pay and the Department of Mental Health agrees to accept up to a maximum of **TWO HUNDRED AND TWENTY-EIGHTY THOUSAND 00/100 DOLLARS (\$228,000)** as full compensation for the Service described under this Agreement.

The Department of Mental Health agrees to use these funds to support the salary, fringe benefit and administrative costs of two (2) Certified Alcohol Substance Abuse Counselors (CASACS) dedicated to the provision of the alcohol/substance abuse employability assessment and treatment monitoring services (CMU), required UDS lab costs for clients; and the administration of the CMU forms/tools within the IMA Electronic Health Record (EHR) system and provide a sufficient number of concurrent user licenses as determined for DSS staff to access IMA for scheduling and case coordination with CMU. Any lab fees or administrative costs that remain unspent towards the end of the contract period can be claimed towards supervision and administrative support staff salary and fringe as long as the total expenditures for all costs under this MOU do not exceed the maximum amount.

Fees for the services provided shall be payable upon submission by the Department of Mental Health of signed County claim forms to the Department of Social Services. The claim forms or attached invoices must contain itemized detail of the staff salary, fringe benefit, administrative costs, and UDS lab costs associated with the direct provision of the above-described services. Claim forms/invoices must also provide a breakdown of the number of Safety Net and Family Assistance cases.

#### **ARTICLE VIII. NON-APPROPRIATIONS**

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

#### **ARTICLE IX. NON-DISCRIMINATION REQUIREMENTS**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

#### **ARTICLE X. GOVERNING LAWS**

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


#### **ARTICLE XI. TERM AND TERMINATION OF AGREEMENT**

The term of this Agreement shall commence on January 1, 2022 and will continue in effect through December 31, 2022, provided however, that either party shall have the right at any time to terminate the service required by this Agreement by ninety (90) days written notice of such termination.

IN WITNESS WHEREOF, the parties have hereunto signed this Memorandum of Understanding on the date and year appearing opposite their respective signatures.

**County of Albany**

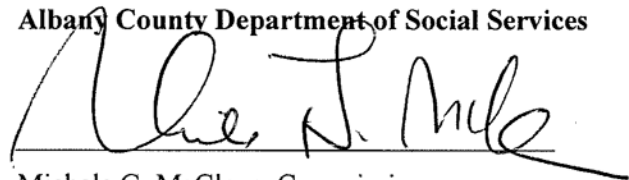
Date: 11/22/2021

  
\_\_\_\_\_

Daniel P. McCoy  
Albany County Executive  
or  
Daniel C. Lynch  
Deputy County Executive

**Albany County Department of Social Services**

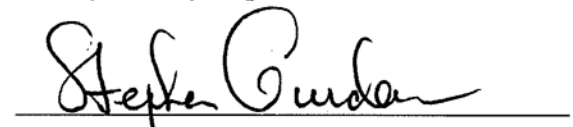
Date: 11/3/21

  
\_\_\_\_\_

Michele G. McClave, Commissioner

**Albany County Department of Mental Health**

Date: 10/29/21

  
\_\_\_\_\_

Stephen J. Giordano, Director

## EXHIBIT 1

### CMU Alcohol/Substance Abuse Employability Assessments Services

A. The Department of Social Services, through staff of the Temporary Assistance and Employment Divisions, will screen applicants/recipients of temporary assistance as designated under State law and regulation, for alcohol/substance abuse. Individuals whose screening indicates a need for assessment of their employability and for substance abuse treatment will be scheduled for an assessment appointment with the Managed Addiction Treatment Services Central Management Unit of the Department of Mental Health (hereinafter CMU).

B. The Department of Mental Health through the Central Management Unit (CMU) will complete assessments for all applicants who are identified on the Alcohol and Drug Abuse Screening and Referral Form (LDSS-4571), determine employability and where indicated refer such applicants to treatment. Of those referred to treatment, the CMU will follow through with service program linkage until compliant individuals are engaged into recommended treatment.

This requires the following:

#### **For Department of Social Services Clients identified and scheduled for full assessments at the CMU**

- Complete employability assessment
- Contact collaterals where indicated (e.g. client is currently engaged with treatment)
- If client is *unemployable* or *employable – treatment needed* determine appropriate level of care, and within appropriate clinical boundaries, determine treatment program with client
- Schedule intake appointment and notify client
- UDS screening as warranted
- Complete Recommendations form online to inform DSS of treatment recommendation
- Follow client through admission to treatment program or non-compliance with treatment recommendations
- Document admission or non-compliance by completing confirmation online to inform DSS of client status

#### **Paper Reviews**

- Complete paper reviews for priority client admissions – approving referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Document such paper reviews online to inform DSS of approval of Level of Care and treatment program
- Send such approvals to treatment programs to facilitate admissions

#### **Fair Hearings**

- Assist Fair Hearing Unit by obtaining clinical, attendance or other documentation to support non-compliance or other DSS actions taken.

#### **Access to Information**

- In order to meet the requirements under 45 CFR Section 164.524 referenced in in Appendix A, and with Department of Social Services approval, Department of Mental Health will provide access to Protected Health Information in a Designated Record Set as outlined in Exhibit 2, directly to the client or the client's designee identified in an appropriate signed

Release of Information form. Department of Mental Health will also provide Department of Social Services, as the owners of the records, at their request, with access to Protected Health Information for an individual(s).

### **Reports**

Provide quarterly reports to DSS to include the following but not limited to:

- Number of assessments performed
- Aggregate of Assessment outcomes
- Level of cares assigned
- Aggregate Status of employability
- Location of treatment programs
- Number of Clients who required Ongoing Level of Care Change Review
- Number of paper reviews for priority client admissions –
- Number of approved referrals to treatment from treatment programs prior to face to face assessment with CMU assessor
- Number of Lab Tests conducted

## EXHIBIT 2

### CMU Alcohol/Substance Abuse Release of Information Approval Form

When a Request of Information (ROI) or FOIL request is received by the Department of Mental Health, the CMU Alcohol/Substance Abuse Release of Information Approval Form will be electronically completed by the designated Department of Mental Health staff person to identify which file records are being requested for release.

The Department of Mental Health will ensure that they have the required Releases on file from the client whose file records are being requested.

The Department of Mental Health will email the completed form to the Department of Social Services, Director and Assistant Director of Employment.

The Department of Social Services Director of Employment or Assistant Director of Employment will review the request and provide the necessary approval within one business day. The Approval Form must be printed by Department of Social Services so it can be signed and dated. Once signed and dated, the form will be scanned into the computer so it can be emailed back to the designated Department of Mental Health staff person. Original copies of the signed Approval Form will be kept in a file at the Department of Social Services.

### CMU RELEASE OF INFORMATION APPROVAL REQUEST

**Client Name:**

**Date of Request by Individual:**

**File Records\* Requested:**

- TRS-62- a Locadtr ROI
- Privacy Notice Sign off
- County Of Albany ROIs for any providers
- LDSS 4525 - Consent for Disclosure of Medical and Non-Medical Records from Alcoholism and Drug Abuse Treatment Programs
- LDSS 4571 – Alcohol and Drug Abuse Screening and Referral Form
- Notes printed from Citrix with relevant data about the assessment or referral
- Client Data Sheet
- CMU rating form
- Dept. of Mental Health assessment
- Diagnostic Criteria worksheet
- CMU referral form
- CMU return for UDS result form
- Any additional correspondence to or from agencies that are designated on the LDSS 4525
- CMU “Recommendations” Citrix print out
- CMU “Confirmation” print out indicating where client is referred, whether the client was admitted or not, etc.
- Locadtr form completed if indicated
- UDS results

**\*NOTE: 3<sup>RD</sup> Party Information in the Designated Record Set cannot be released to any other entity even if requested by the client.**

**DEPARTMENT OF SOCIAL SERVICES APPROVAL**

Based on Albany County Department of Mental Health's clinical determination of what is allowable to be released in an individual's record based on HIPPA Regulations and Mental Hygiene Law, Albany County Department of Social Services approves the release of the file record contents checked above to the client and/or entity the client has designated and has signed an appropriate ROI for.

DSS Name/Title: \_\_\_\_\_

DSS Signature: \_\_\_\_\_

Date:



## APPENDIX A

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

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

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

#### A. DEFINITIONS

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

#### B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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

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

### **C. PERMITTED USES AND DISCLOSURE**

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

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

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

**D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

**F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

1. The term of this Agreement shall be January 1, 2022 – December 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210-2304  
(518) 447-7300  
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE  
COMMISSIONER

ERIN M. STACHEWICZ  
EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

September 7, 2022

Hon. Andrew Joyce, Chairman  
Legislative Clerk's Office  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives annual federal funding in the amount of \$245,145 for the provision of child care registration services and associated Albany County Department of Social Services administrative costs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS and for the County to receive federal pass through funding for the project. The Department is also requesting authorization to renew our subcontract with Brightside Up, Inc. to perform registration, inspection and oversight responsibilities for childcare providers in Albany County.

Brightside Up provides the registration and inspection of all childcare providers in Albany County through comprehensive evaluations and reviews such as health requirements, safety requirements, criminal history checks, child abuse and maltreatment checks. They also conduct investigations and track complaints made against providers, provide outreach to low income neighborhoods in a concentrated effort to network and continually develop family day care providers. In addition they assist families in finding safe and qualified child care, provide training to providers and parents alike in areas such as early learning and development as well nutrition and physical activity.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3531, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Brightside Up)

Date:	8/22/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

**Brightside Up, Inc.  
91 Broadway  
Menands, NY 12204**

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$245,145

Scope of Services: **Provide OCFS pass through funding to Brightside Up for the provision of full Child Care Registrar Services in Albany County that includes initial and renewal registration/licenses, annual inspection, complaint investigation, safety assessments, training and support for all existing and potential family day care providers and school-age child care sites.**

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: Social Service Law Sec 365f

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

County Budget Accounts:

Revenue Account and Line: AA6010 04610  
Revenue Amount: \$245,145

Appropriation Account and Line: AA6010 44046  
Appropriation Amount: \$245,145

Source of Funding - (Percentages)

Federal: 100%  
State: .  
County: .  
Local: .

Term

Term: (Start and end date) 1/1/2023-12/31/2023  
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: 336  
Date of Adoption: 10/12/2021

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

Under a Memorandum of Understanding between the New York State Office of Children and Family Services (OCFS) and Albany County, the County receives federal pass through funding in the amount of \$245,145 for the provision of oversight, inspection and registration of licensed child care services in Albany County and associated Albany County Department of Social Services' administrative costs.

NYS has selected Brightside Up, Inc. as a subcontractor to conduct the following services: Completion of family day care home registration applications, school age child care registration applications, inspections and safety assessments of family day care homes and school age child care programs, and investigations of complaints against registered programs.

The Albany County Department of Social Services is seeking approval to renew this agreement with OCFS, receive State funding for the project and to renew our subcontract with Brightside Up, Inc. to perform these services in an amount not to exceed \$233,065.00. Reimbursement to Brightside Up, Inc. is contingent upon the funding level that has been approved by OCFS. Albany County Department of Social Services keeps an allowable administrative reimbursement of \$12,080, which explains the difference in total funding amount and Brightside Up contract amount. Since this is a NYS selected provider of service an RFP is not required.



Brightside Up provides the registration and inspection of all childcare providers in Albany County; they conduct comprehensive evaluations and reviews such as health requirements, safety requirements, criminal history checks, child abuse and maltreatment checks. In addition, they conduct investigations and track complaints made against a provider, provide outreach to low income neighborhoods in a concentrated effort to network and continually develop family day care providers. They also assist families in finding safe and qualified childcare; provide training to providers and parents alike in areas such as early learning and development as well as nutrition and physical activity.

As the current provider, Brightside Up Inc. is satisfactorily meeting the required performance target expectations. There are currently 400 active childcare providers who provide care to 736 Albany County families (a total of 1,611 children) receiving assistance.

**AGREEMENT  
 BETWEEN  
 THE COUNTY OF ALBANY  
 AND  
 BRIGHTSIDE UP, INC.  
 FOR  
 DAY CARE REGISTRATION AND INSPECTION PROGRAM  
 PURSUANT TO RESOLUTION NO. 336 ADOPTED 10/12/2021**

This is an Agreement by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), Albany County Office Building, 112 State Street, Albany, New York 12207 and Brightside Up, Inc. (formerly Capital District Child Care Coordinating Council) located at 91 Broadway, Menands, NY 12204 (hereinafter referred to as the "Provider").

**WITNESSETH:**

**WHEREAS**, New York State Office of Children and Family Services (hereinafter referred to as "OCFS") has heretofore requested proposals for the 2012 and/or the 2013 Child Care Resource and Referral and Infant/Toddler Regional Services request for proposals for the Albany County Department of Social Services, said request for proposals is incorporated by reference into this Agreement, and

**WHEREAS**, the Provider had heretofore submitted a proposal for family day care registration and inspection services in connection with the above-mentioned request for proposals, and

**WHEREAS**, the County has accepted the offer of the Provider to provide family day care registration services.

**NOW THEREFORE**, the parties hereto do mutually covenant and agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

As part of this Agreement, the Provider shall provide all services set forth in Exhibit 1 attached hereto and made a part hereof.

**ARTICLE II. GENERAL PROVISIONS**

The County shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the County as may be required so that the County and NYS Office of Children and Family Services (OCFS) will be able to fulfill their function and responsibility.

The Provider shall deliver the services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement, as more fully described in Exhibit 1.

The Provider agrees to comply in all respects with the provisions of this Agreement and any schedules or exhibits attached hereto and made a part hereof.

### **ARTICLE III. CONFIDENTIALITY REQUIREMENTS**

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

### **ARTICLE IV. INFORMATION ACCESS**

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

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

The Provider agrees that OCFS shall have the same access to any books, documents, records and other information relevant to the project as is provided to the County and to the State.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

### **ARTICLE V. COOPERATION**

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement. It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and the attendance of all registration staff of the provider will be required as determined by OCFS Regional Office staff.

## ARTICLE VI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

## ARTICLE VII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

## ARTICLE VIII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

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

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

## ARTICLE IX. FEES

In consideration of the terms of this Agreement, the County agrees to pay and the Provider agrees to accept reimbursement on a monthly basis in accordance with the budget amount set forth in Exhibit 2 and performance standards specified in Exhibit 1, such Exhibits being attached hereto and made a part hereof, but in no event shall that total cost exceed the sum of **TWO HUNDRED THIRTY-THREE THOUSAND SIXTY-FIVE and 00/100 DOLLARS (\$233,065.00)**.

Fees for the services provided shall be payable upon submission by the Provider of a County claim form signed by the Provider submitted to the Albany County Department of Social Services. The claim form or attached invoice must contain itemized details of the services rendered. Fees for service shall be based on the Provider's compliance with all applicable timelines, operating

procedures, and other requirements, including those of the Child Care Facility System. If it is determined that the Provider has not met the acceptable Quarterly Standard, the applicable penalty will be withheld and the amount paid to the Provider will be reduced accordingly.

#### **ARTICLE X. NON-APPROPRIATIONS**

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

#### **ARTICLE XI. INDEMNIFICATION**

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

#### **ARTICLE XII. INSURANCE**

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany and State of New York are named as additional insured.

#### **ARTICLE XIII. ASSIGNMENTS**

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

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

#### **ARTICLE XIV. CONFLICT OF INTEREST**

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

## **ARTICLE XV. NON-DISCRIMINATION**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

## **ARTICLE XVI. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New York.

## **ARTICLE XVII. SUSPENSION AND DEBARMENT**

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

## **ARTICLE XVIII. MACBRIDE PRINCIPLES**

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

## **ARTICLE XIX. LICENSES**

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

## **ARTICLE XX. REMEDY FOR BREACH**

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

## **ARTICLE XXI. TERM OF AGREEMENT**

The term of this Agreement shall commence on January 1, 2022 and will continue in effect through December 31, 2022. It is agreed upon by the Provider that performance beyond the scope of this Agreement will not be paid for by the County.

## **ARTICLE XXII. TERMINATION OF AGREEMENT**

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

## **ARTICLE XXIII. INTERPRETATION**

In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1. this Agreement; 2. the RFP; 3. the Proposal.

## **ARTICLE XXIV. IRANIAN ENERGY SECTOR DIVESTMENT**

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

#### **ARTICLE XXV. MODIFICATION**

This Agreement may only be modified by a formal written amendment executed by the parties.

#### **ARTICLE XXVI. ADDITIONAL ASSURANCES**

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

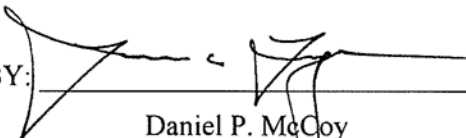
The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.



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

COUNTY OF ALBANY

DATE: 11/22/2021

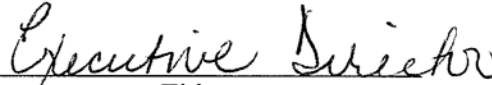
BY: 

Daniel P. McCoy  
Albany County Executive  
or  
Daniel C. Lynch  
Deputy County Executive

BRIGHTSIDE UP, INC.

DATE: 11-1-02

BY:   
Signature

  
Title


STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

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

\_\_\_\_\_  
Notary Public

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

On the 20th day of November, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
EUGENIA K. CONDON  
Notary Public, State of New York  
No. 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2022

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

On the 2nd day of November, 2021, before me, the undersigned, personally appeared Andre Kovacic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**PAULANN BEARDSLEY**  
Notary Public, State of New York  
No. 01BE6265262  
Qualified in Rensselaer County  
Commission Expires 07/09/24

## SCHEDULE A

### INSURANCE COVERAGE

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

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

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

**SCHEDULE B**

**AUTOMOBILE INSURANCE WAIVER STATEMENT**

I, Abbe Kovacic, do hereby affirm that during the term of Albany County's contract with Brightside US, for the provision of Child Care Registration, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 11-1-2021

By: Abbe Kovacic

Signature

Executive Director

Title





## EXHIBIT 1

### Scope of Services

#### 1. Processing Registration Applications

- a. Brightside Up, Inc. will conduct Family Day Care (hereinafter referred to as "FDC") Information Sessions in locations convenient to bus lines and in lower income neighborhoods. For those individuals or agencies interested in opening school-age programs, technical assistance about the process will be provided on a one-to-one basis.
- b. Registration/Orientation sessions will be at the below site which Brightside up, Inc. anticipates using for Information Sessions when needed:
  - ♦ Brightside Up, Inc., 91 Broadway in Menands
- c. Requests for a family day care application will be forwarded to Brightside Up, Inc. Technical assistance will be provided to individuals needing help with the application packet either on the phone or in person at Brightside Up, Inc. On a limited basis, home visits may also be coordinated to provide technical assistance.
- d. Applications will be reviewed to ensure that information has been filled out completely. If documentation is not complete, the Registrar will call the applicant or send a letter if the applicant cannot be reached by telephone. The State Central Registry clearance form will be provided online. To check references, letters will be mailed to those individuals listed. If a letter is returned as undeliverable, calls will be made to the references.
- e. Form letters will be mailed out to legally exempt providers within five days of receipt of their initial or renewal applications to notify them of their application status.
- f. A computerized data base will continue to be maintained to monitor expiration dates of legally exempt providers' registrations. Legally exempt providers will be notified with a form letter and registration renewal packet mailed out 120 days prior to the expiration of their registrations.
- g. Applications will be evaluated according to the legally exempt provider's documentation of meeting criteria such as:
  - Health requirement verifying that the provider has received a physical examination by a medical practitioner and a documented TB test, and that the providers' children and other residents of the home do not have health conditions which could endanger the children in the family day care
  - Safety requirement verifying an inspection of a gas space heater, wood burning stove, fire-place, or well/spring water (if the family day care home does not have municipal water)
  - References attesting to the legally exempt provider's ability to provide child care
  - State Central Registry of Child Abuse and Maltreatment clearing the name of the applicant and other residents of the home who are eighteen years of age or over
  - Criminal History Record Check by the Division of Criminal Justice Services of applicants, household members, and staff
  - Environmental hazards statement
  - Health care and evacuation plan

A recommendation of approval or disapproval of a registration application will then be made to the Albany Regional Office Bureau of Early Childhood Services.

#### 2. Conducting Investigations and Tracking Complaints

- a. The Registrars will conduct an initial inspection at the site of each potential registered FDC home and School Age Child Care (hereinafter referred to as "SACC") site. 100% of the

existing sites will be inspected annually. At each of these unannounced inspection visits, a full compliance study will be made according to established guidelines. As part of the compliance assessment, minor violations will be noted and technical assistance provided for correcting violations. Violations of a more serious nature will be referred to the Albany Division of Child Care Services for enforcement. A safety assessment will be conducted upon receipt of a criminal record to aid in the determination of potential enforcement action.

- b. Upon receiving a complaint from the Albany Regional Office, the Registrar will visit the family day care home or school-age program within twenty-four hours if the complaint indicates that children may be in imminent danger. Serious complaints will be investigated within five days. In all other instances, inspection visits will be made within fifteen days of receiving the complaint (including programs that have failed to register).

During the on-site visit, an assessment will be made to substantiate if the complaint is a minor violation or of a serious nature. For minor violations, technical assistance will be provided to correct the condition. If the complaint is considered serious, it will be referred immediately to the Albany Regional Office of OCFS. After an enforcement action, multiple monitoring visits are conducted by the according to the guidelines established by OCFS.

While a complaint is being investigated, no public referrals (hereinafter referred to as "NPR") will be made to the family day care providers' home or school-age program according to guidelines established for complaint procedures by OCFS. When a complaint is resolved, the NPR status will be removed and referrals made to the program may resume.

- c. A letter will be hand-delivered to an unregistered provider (who exceeds the legal number of children) informing the caregiver of the option to become registered, the benefits of becoming registered, start-up funding availability, etc. If the provider desires to remain unregistered, information will be given about operating a child care business for only two children on an informal basis which is legally exempt from regulation. If the provider desires to remain unregistered and refuses to take the corrective action of reducing the number of children in care, the matter will be turned over to OCFS Albany Regional Office for enforcement.
- d. Upon receipt of the renewal application, if there are unresolved regulatory violations or complaints, or if the provider has failed to meet mandated training requirements, an unannounced site visit may be made. If, despite technical assistance, a plan for corrective action cannot be developed, the matter will be referred to the OCFS Albany Regional Office for enforcement.
- e. A computerized data base will be maintained for each provider to track inspection reports, compliance documentation, or corrective actions. In addition to this data base, information will be retained on paper in files for individual providers.
- f. When Brightside Up, Inc. receives a complaint regarding regulatory violations or child abuse/neglect, the person will be given the appropriate number to call at the OCFS Albany Regional Office as required by state policy. If a complaint involves a non-regulatory matter and is of a personal nature, such as payment of fees, the Registrar and other Child Care Council staff working in this program area will offer technical assistance concerning contracts between providers and parents, program policies.

### 3. Provider Grievances



The Registrar will inform providers that Brightside Up, Inc. has a grievance procedure which providers may use to present grievances about the operation of the Family Day Care Registration Services program and the right of the provider to appeal. The Child Care Council will inform providers and the Albany County Department of Social Services of this procedure. According to Family Day Care licensing regulations at 18 New York Codes, Rules and Regulations (hereinafter referred to as "NYCRR") 417.18 and School-Age Child Care licensing regulations at 18 NYCRR 414.18 (Enforcement of Regulations and Hearings), a family day care provider or school-age program has the right to a hearing to determine if the provider/program has failed to comply with applicable law and regulation. After the hearing, determinations are made to reject, revoke, terminate, suspend or limit registration, or impose civil penalties.

#### 4. Outreach to Lower Income Neighborhoods

Outreach to lower income neighborhoods will be an extension of the promotional work that Brightside Up, Inc. currently does to advertise information sessions for family day care providers. Brightside Up, Inc. will continue to network with community based agencies in Albany County. Outreach activities will include placing information in community based newsletters, posting fliers, participating in community fairs and events, and meeting with agencies and local groups such as:

- ◆ Cornell Cooperative Extension of Albany County
- ◆ Capital District Educational Opportunity Center Urban League
- ◆ Whitney Young Health Center
- ◆ Residents groups within the Albany Housing Authority
- ◆ Neighborhood Associations in Albany
- ◆ Weed and Seed Program
- ◆ St. Patrick's Child Care Program

Brightside Up, Inc. will have staff (currently 2 persons) that is fluent in Spanish who can provide assistance. Potential applicants are also encouraged to call the agency on the number (800) 521-KIDS if they do not have telephone access. The agency will also have Notary(ies) Public on staff (currently 2 persons) who can verify a signature for the required notarization on the application.

Brightside Up, Inc. will continue to distribute a packet of materials which consists of the health and safety grant application, information for ordering forms to be used in the family day care business, and technical assistance tip sheets (including taxes, insurance, process time line, and start-up expenses) in starting the business. These materials will be provided for every participant at an Information Session.

Other supports will include information about purchasing such items as receipt books, contract and policy handbooks, *Calendar Keepers* for business record management, etc. Copies of these publications will be also available from the Brightside Up, Inc. Resource Lending Library.

#### 5. Documentation

Brightside Up, Inc. will provide reports, written assessments, or other documentation as required by the NYS OFCS Albany Regional Office and the Albany County Department of Social Services. The agency will maintain any additional books, documents, or records as required by federal, state, or county governments for inspection, review, or audit.

6. Compliance

Brightside Up, Inc. will comply with all current and subsequent rules, regulations, and laws (primarily, but not limited to, those in 18 NYCRR Parts 414 and 417) pertaining to the provision of the registration program services.

7. Staffing

Brightside Up, Inc. will assure that appropriate staff provides registration services, information programs, investigations, inspections and complaint investigations. These activities will be subject to monitoring by the Albany County Department of Social Services. Any and all documentation associated with these program activities will be made available to the Albany County Department of Social Services upon request.

8. Cooperation and Participation

Brightside Up, Inc. will cooperate and participate in any endeavors incident to the delivery of the registration program services, including but not limited to, testimony for fair hearings, grievance hearings and notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and in any other matters of procedures. It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required as determined by the OCFS Regional Office for Albany County.

9. Other Relevant Information

As part of the six-county (Albany, Fulton, Montgomery, Rensselaer, Saratoga, and Schenectady) network, Brightside Up, Inc. will continue to provide full services including registration, training, CACFP, and/or Health and Safety grants to existing and potential family day care providers and school-age child care sites.

It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

The same rules of confidentiality and professional conduct that are required of all registration staff in the LDSS and the DCCS Regional Offices are required of Brightside Up, Inc. staff.

10. Standard Performance levels

A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the successful Provider has reached an acceptable level of compliance for the quarter. The determination of whether the Provider met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Provider's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Provider has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The

Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Provider demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Provider in writing of the Office's approval of any such waiver request, or shall notify the Provider of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

#### Quarterly Standard Performance Level – Initial Registrations/Licenses

The Provider registration staff will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

#### Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Provider registration staff will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action.

All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

#### Quarterly Standard Performance Level – Complaint Investigations

The Provider registration staff will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

#### Quarterly Standard Performance Level – Safety Assessments

The Provider registration staff will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

#### Quarterly Standard Performance Level – Annual Inspections

The Provider registration staff will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for

Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Provider registration staff will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid-point requirements. The Provider registration staff will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Provider will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Provider shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Provider will report to the Office the evidence of

risk-based assessment outcomes for identified programs, if applicable. In addition, the Provider will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level– Approved Staffing Plan

The Provider will maintain the Office-approved Provider staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Provider of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective DCCS Regional Office Manager. The Provider will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Provider is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

(s).

11. Training

It is important to note that during the Day Care Registration and Inspection contract period training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

**EXHIBIT 2**

**Sub-Contract Agency: Brightside Up, Inc.  
Period: January 1, 2022 - December 31, 2022**

**Albany County**

**Budget Summary**

Expense Category	OCFS Funds	Total Cost
<b>A. Personal Services</b>		
1. Personnel	\$164,589	\$164,589
2. Fringe Benefits	\$29,626	\$29,626
3. Total (Lines 1 + 2)	\$194,215	\$194,215
<b>B. Non-Personal Services</b>		
4. Contractual/Consultant	\$28,660	\$28,660
5. Staff Travel/Per Diem	\$5,065	\$5,065
6. Equipment	\$0	\$0
7. Supplies	\$3,400	\$3,400
8. Other Expenses	\$1,725	\$1,725
9. Total (Total Lines 4 to 8)	\$38,850	\$38,850
<b>C. Project Total (Lines 3 + 9)</b>	<b>\$233,065</b>	<b>\$233,065</b>

## APPENDIX A

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

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

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

#### A. DEFINITIONS

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

#### B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

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



Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

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

### **C. PERMITTED USES AND DISCLOSURE**

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



2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, or other provisions, as may be required by Law.

**D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

**F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

1. The term of this Agreement shall be January 1, 2022 – December 31, 2022. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11

11/04/2021

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).

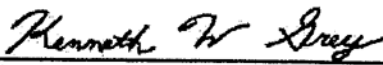
<b>PRODUCER</b> Marshall & Sterling Upstate, Inc. 300 Route 23B  Leeds NY 12451		<b>CONTACT NAME:</b> Stacey Newman <b>PHONE (A/C, No, Ext):</b> (518) 943-3900 <b>E-MAIL ADDRESS:</b> sneyman@marshallsterling.com <b>FAX (A/C, No):</b> (518) 943-7440	
<b>INSURED</b> Brightside Up, Inc. 91 Broadway  Albany NY 12204		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Ins Co of NY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22136	

**COVERAGES** CERTIFICATE NUMBER: CL2172905215 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PAC583539419	08/21/2021	08/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			PAC583539419	08/21/2021	08/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Albany County Dept of Social Services is an additional insured if required by written contract, per endorsement number CG 89 92 (copy attached).

<b>CERTIFICATE HOLDER</b> Albany County Dept of Social Services 162 Washington Ave  Albany NY 12210		<b>CANCELLATION</b> 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 	
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**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

\*\*\*\*\* 141648493  
BRIGHTSIDE UP INC  
91 BROADWAY  
ALBANY NY 122042728



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> BRIGHTSIDE UP INC 91 BROADWAY ALBANY NY 122042728		<b>CERTIFICATE HOLDER</b> COUNTY OF ALBANY DEPARTMENT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210-2304	
<b>POLICY NUMBER</b> A 900 994-5	<b>CERTIFICATE NUMBER</b> 60369	<b>POLICY PERIOD</b> 03/16/2021 TO 03/16/2022	<b>DATE</b> 11/4/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 900 994-5, 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: 979857326



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210-2304  
(518) 447-7300  
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE  
COMMISSIONER

ERIN M. STACHEWICZ  
EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

September 7, 2022

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

Approval is requested to enter into a contract with Pine Ridge Industries to provide Employment Success Coaching and related services for recipients of Public Assistance as required by federal and state law. Pine Ridge Industries will provide employment success coaching and resource services to assist Temporary Assistance recipients who are employed in low-wage entry-level positions and are experiencing barriers to work.

Pine Ridge Industries will provide case management services to Temporary Assistance recipients who are employed. This will include help with engagement in activities which support their work success, and providing direct connections to community resources and facilitating coordination with Albany County Department of Social Services Employment Services contracted vendors including but not limited to community organizations and employer assistance.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3553, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

**Description (e.g., Contract Authorization for Information Services):**  
Contract Authorization for Social Services (Pine Ridge Industries)

Date: 8/30/2022  
Submitted By: Joseph DeAngelis  
Department: Social Services  
Title: Contract Administrator  
Phone: 518-447-7583  
Department Rep.  
Attending Meeting: Michele G. McClave

#### Purpose of Request:

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

### CONCERNING BUDGET AMENDMENTS

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

Pine Ridge Industries  
214 State St.  
Schenectady, New York 12305

Amount/Raise Schedule/Fee: \$100,000  
Scope of Services: Pine Ridge Industries will provide employment success coaching and resource services to confidentially assist Temporary Assistant recipients who are employed in low-wage entry-level positions and are experiencing barriers to work.

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: AA6010 04615  
Revenue Amount: \$94,000

Appropriation Account and Line: AA6010 44052  
Appropriation Amount: \$100,000

Source of Funding - (Percentages)

Federal: 94.7  
State: .  
County: 5.3  
Local: .

Term

Term: (Start and end date) 1/1/2023-12/31/2023  
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: n/a  
Date of Adoption: n/a

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

Approval is requested to enter into an agreement with Pine Ridge Industries to provide employment success coaching and related services for recipients of Temporary Assistance (TA) to achieve the most efficient and effective means of maintaining employment in the workforce.

Schenectady County Chapter, NYSARC, Inc. (Schenectady ARC) and its Pine Ridge Industries division is the exclusive operator of the Capital Region Employer Resource Network® (ERN®), one of 26 such programs throughout the United States which help local businesses retain an engaged and skilled workforce while reducing turnover costs, creating a better workplace culture and improving performance by deploying Success Coaches to member businesses.

Established by the City Mission of Schenectady in 2014, the ERN was assumed by Schenectady ARC in 2020 and altogether has supported over 5,000 employees working for 20 Capital Region member companies including Albany Medical Center, McLane Food Service, Union College, Living Resources, SEFCU, Proctors, Price Chopper/Market 32, The Daily Gazette, MVP Healthcare and others. In that time, over 20,000 employees had access to job retention services from a "Success Coach" who provides confidential on-site and remote support and referral services which address a wide variety of personal and workplace-related issues which interfere with job retention and productivity. In 2021 alone, 416 employees made 742 service requests and so far this year, 243 employees have received over 430 services in such areas as coaching, counseling, housing, financial literacy, food access and child care.

The Capital Region ERN is experienced is providing employment success coaching to individuals receiving Temporary Assistance (TA). In 2020, it contracted with the Schenectady County Job Training Agency (the employment services provider of the Schenectady County Department of Social Services) to (a) help TA recipients address barriers and



resource navigation issues which interfere with employment retention, (b) facilitate the referral of job seekers to regional human resource and recruiting offices (particularly those already affiliated with the ERN), and (c) collect, process and report pertinent data to SJTA Career Counselors regarding needs assessment/barrier identification, planning, community resource referral and ongoing monitoring. Since then, an ERN Success Coach has assisted approximately 50 TA recipients who received over 80 community services toward improved self-sufficiency.

Pine Ridge Industries will provide case management services to TA employed recipients by helping them engage and offering direct connections to community resources and to facilitate coordination with Albany County Department of Social Services Employment Services contracted vendors including but not limited to community organizations and employer assistance.

Pine Ridge Industries will improve entry-level workforce retention for TA recipients through supports and services that will help the individual maintain and thrive in their employment. Employees may face crisis resulting from a lack of resources, lack of skills or a combination of both. The employment success coach(es) will confidentially help guide these individuals in obtaining immediate, personal relief. Training and/or advanced education for work-based skills or life skills will be focused goals along with barrier reduction. The employment success coach(es) will accommodate alternative shifts whenever possible with off-site or employer approved on-site locations and/or via web conference as necessary.

Anticipated outcomes include, but are not limited to:

- Employee retention and increased motivation towards long term career retention and advancement
- Reduced employee absenteeism
- Employee engagement with the employer
- Improved company culture by improved understanding of the employee's value to the employer
- Increased family and individual life skill and financial stability
- Decreased employee reliance on public assistance

Pine Ridge Industries was selected through a competitive bid for services under RFP #2022-077. This request is for year one of a five-year contract.

# COUNTY OF ALBANY

## REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES



RFP # 2022-077

## EMPLOYMENT SUCCESS COACHING

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
PAMELA O NEILL, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207

## SECTION 4: SCOPE OF SERVICES

4.1 In support of New York State's "welfare to work" philosophy of:

- Everyone can succeed in the workforce given proper supports.
- The district and the participants all have responsibilities in the process of advancing self-sufficiency through work.

Success in the work place can be challenging for our participants. Challenges, or barriers, present themselves in many different ways for our employed participants and often negatively affect employee success in the work place. Understanding issues related to poverty, as well as how sensitivity to these issues, can help develop a positive relationship between parties.

ACDSS believes that with improved support and connections that identify barriers and resource navigation and engagement issues, employees will be more successful towards advancement in the work force and securing self-sufficiency.

One of the fundamental and basic Agency responsibilities related to the support of our employed participants is to assist the participant to access and use the available services and supports necessary to become and maintain self-sufficiency. The goals of this case management function at the professional level are to:

- Assist participants in identifying strengths and barriers;
- Empower the participant to access and utilize available supports and services;
- Develop partnerships with social networks and relevant human service providers in promoting the functioning and well-being of the participant;
- Promote and improve coordination of services so that services and supports are delivered in the most efficient manner possible.

One of the fundamental and basic participant responsibilities is to pursue and accept diversionary sources of support.

The employment success coach and resource services outlined in 1.3 focus on improving entry level workforce retention and to help the employee maintain and thrive in their employment.

The proposer(s) will be versed in the benefits of case management and will include developing a cooperative working relationship with each participant that will make it possible for planning and problem solving. Case management will consist of a cycle of activities that include the following:

- Identifying the barrier
- Assessing the needs
- Planning actions with the participant
- Coordinating and linking to resources
- Monitoring progress

The proposer(s) will be versed in such barriers as, but not limited to:

- Child care
- Transportation
- Heat and utility
- Food and nutrition
- Work place etiquette; communication and coping strategies
- Diversity in the work place

The proposer(s) will be knowledgeable on training opportunities that will improve and enhance a participant's stability, success in the work place and better employment opportunities such as, but not limited to:

- Basic computer skills and computer applications
- Financial management and budgeting
- Credit repair
- Affordable family nutrition
- Problem solving
- High School Equivalency (HSE) classes
- Health and wellness
- Free income tax preparation
- Etc.

The proposer(s) will participate in pre-employment activities in collaboration with the Agency contracted employment services provider on a regular basis and no less than quarterly. These activities will include working with a group of individuals that are preparing to enter into the workforce. The proposer(s) will share known obstacles for new employees, prevention strategies and further explain their role as the employment success coach. The employment success coach will confidentially discuss resource services available to assist Temporary Assistant (TA) recipients who are employed in low-wage entry-level positions experiencing barriers to work by providing solutions to immediate challenges and pathways to short and long term goals for greater stability and job retention. This activity will begin the development of a relationship between the two parties.

The proposer(s) will detail how they will engage with the participant to include worksite, off-site and virtual based employee coaching.

The proposer must be capable of establishing, documenting and tracking identified needs and outcomes as well as developing and maintaining a resource directory. The proposer must be capable of collaborating with the Agency employment services provider to:

- Identify trends with our client population.
- Develop resources.
- Develop targeted curriculum for job readiness based on current experiences.
- Report monthly statistics.

This contract will be cost based with performance measures to include regular monthly monitoring and reporting.

**RFP #2022-077: Employment Success Coaching**

**Proposal Rating Worksheet**

**SUMMARY REVIEW SHEET**

	Weight	Altamont		ACAP		Pine Ridge Industries	
		Rate	Score	Rate	Score	Rate	Score
Criterion #1 Full demonstrated comprehension of the Scope of Services to confidentially deliver case management services, necessary guidance and connection to resources for the employee experiencing barriers to work that will help the employee maintain and thrive in their employment.	50%	3.5	1.75	3.6	1.8	4.5	2.25
Criterion #2 Demonstrate ability to monitor, track and report participant barriers and outcomes including connection to training and advanced education for work-based or life skills for barrier reduction that leads to greater employee stability and job retention	25%	3.1	0.775	3.6	0.9	4.5	1.125
Criterion #3 Organizational experience, past accomplishments and references: The Proposer provides examples of their experience serving the target population, the outcomes achieved and the experience of the organization's staff as described in resumes	15%	3.2	0.48	3.6	0.54	4.5	0.675
Criterion #4 Total proposed budget	10%	3.7	0.37	3.5	0.35	4.2	0.42
		<b>TOTALS:</b>			3.59		4.47

**NOTES:**

**RFP #2022-077: Employment Success Coaching**

**Proposal Rating Worksheet**

**Reviewer: #1**

Weight	Altamont		ACAP		Pine Ridge Industries	
	Rate	Score	Rate	Score	Rate	Score
50%	4	2	3.5	1.75	4.5	2.25
25%	3	0.75	3.5	0.875	4.5	1.125
15%	3.5	0.525	4	0.6	4.5	0.675
10%	4	0.4	4	0.4	4.5	0.45
<b>TOTALS:</b>		3.675	3.625	4.5		

**NOTES:**

**RFP #2022-077: Employment Success Coaching**

**Proposal Rating Worksheet**

**Reviewer: #2**

Weight	Altamont		ACAP		Pine Ridge Industries		Proposer 4		
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	
50%	3	1.5	3.5	1.75	4.5	2.25		0	
25%	3.5	0.875	4	1	4.5	1.125		0	
15%	3.5	0.525	3.5	0.525	4.5	0.675		0	
10%	4	0.4	3	0.3	4.5	0.45		0	
<b>TOTALS:</b>				3.3		3.575		4.5	0

**NOTES:**

**RFP #2022-077: Employment Success Coaching**

**Proposal Rating Worksheet**

**Reviewer: #3**

Weight	Altamont		ACAP		Pine Ridge Industries		Proposer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
50%	3.5	1.75	3.5	1.75	4.5	2.25		0
25%	3	0.75	3	0.75	4	1		0
15%	2.5	0.375	3	0.45	4.5	0.675		0
10%	3	0.3	3	0.3	3	0.3		0
		<b>TOTALS:</b>		3.175		4.225		0

**NOTES:**



**RFP #2022-077: Employment Success Coaching**

**Proposal Rating Worksheet**

**Reviewer: #4**

	Weight	Altamont		ACAP		Pine Ridge Industries	
		Rate	Score	Rate	Score	Rate	Score
Criterion #1 Full demonstrated comprehension of the Scope of Services to confidentially deliver case management services, necessary guidance and connection to resources for the employee experiencing barriers to work that will help the employee maintain and thrive in their employment.	50%	3.5	1.75	4	2	5	2.5
Criterion #2 Demonstrate ability to monitor, track and report participant barriers and outcomes including connection to training and advanced education for work-based or life skills for barrier reduction that leads to greater employee stability and job retention	25%	3	0.75	4	1	5	1.25
Criterion #3 Organizational experience, past accomplishments and references: The Proposer provides examples of their experience serving the target population, the outcomes achieved and the experience of the organization's staff as described in resumes	15%	3.5	0.525	4	0.6	5	0.75
Criterion #4 Total proposed budget	10%	3.5	0.35	3.5	0.35	5	0.5
		<b>TOTALS:</b>		3.95		5	

**NOTES:**

RFP #2022-077: Employment Success Coaching

Proposal Rating Worksheet

Reviewer: #5

Weight	Altamont		ACAP		Pine Ridge Industries		Proposer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
50%	3.5	1.75	3.5	1.75	4	2		0
25%	3	0.75	3.5	0.875	4.5	1.125		0
15%	3	0.45	3.5	0.525	4	0.6		0
10%	4	0.4	4	0.4	4	0.4		0
<b>TOTALS:</b>		3.35		3.55		4.125		0

NOTES:



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210-2304  
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MICHELE G. MCCLAVE  
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EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

September 7, 2022

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

Approval is requested to enter into a contract with The Altamont Program, Inc. to provide employment related services for recipients of Temporary Assistance. The Altamont Program will facilitate a transition for recipients into the workforce, resulting in enhanced self-sufficiency. ACDSS has adopted a Work First/Labor Force attachment approach utilizing three steps: Preparation for employment; Skills upgrade for income enhancement and better employment opportunities; Employment, retention and re-employment.

As a key component of client success, The Altamont Program will fully engage participants in appropriate programs and activities that lead to employment and financial independence. The Altamont Program will provide a combination of virtual and in-person retention services beginning the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects and at all points in the program.

Sincerely,

Michele G. McClave  
Commissioner

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



# County of Albany

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

## Legislation Text

**File #:** TMP-3554, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Date:	8/30/2022
Submitted By:	Joseph DeAngelis
Department:	Social Services
Title:	Contract Administrator
Phone:	518-447-7583
Department Rep.	
Attending Meeting:	Michele G. McClave

#### Purpose of Request:

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

### CONCERNING BUDGET AMENDMENTS

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

**Party (Name/address):**

The Altamont Program, Inc.  
428 Duane Avenue  
Schenectady, New York 12304

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 429,700

Scope of Services: The Altamont Program will provide assessment, support, tools and training to facilitate work readiness for recipients of Temporary Assistance and Supplemental Nutrition Assistance Program (SNAP) Able Bodied Adult Without Dependents (ABAWD) clients. The provider will increase clients' readiness for, and access to, employment that will lead to self-sufficiency

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: AA6010 04615  
Revenue Amount: \$406,925

Appropriation Account and Line: AA6010 44052  
Appropriation Amount: \$429,700

Source of Funding - (Percentages)

Federal: 94.7  
State: .  
County: 5.3  
Local: .

Term

Term: (Start and end date) 1/1/2023-12/31/2023  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: n/a  
Date of Adoption: n/a

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

Click or tap here to enter text. Approval is requested to enter into a contract with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance. The Altamont Program will provide the most efficient and effective means of facilitating a transition for recipients into the workforce, resulting in enhanced self-sufficiency

ACDSS has adopted a Work First/Labor Force attachment approach utilizing three steps:

1. Preparation for employment;
2. Skills upgrade for income enhancement and better employment opportunities
3. Employment, retention and re-employment

As a key component of client success The Altamont Program will fully engage participants in appropriate programs and activities that lead to employment and financial independence. The Altamont Program will provide a combination of virtual and in-person retention services beginning the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects and at all points in the program. Specific efforts will be made to keep the dropout

rate to a minimum.

Through intensive case management The Altamont Program will provide orientation of the employment requirements, individual assessments/reassessments, pre-employment job readiness/job skills training including employment preparedness skills, resume preparation, job searching skills, job development/placement, post-employment retention services, work experience development/placement and other countable activities, in an in-person/virtual setting, or combination thereof.

The Altamont Program will provide the necessary tools and resources to facilitate an individual's readiness for, and access to, employment that will lead to self-sufficiency in the following ways:

- Engaging with community resources to support our TA recipients;
- Engaging community services and resources to provide potential attachment to employment that can move TA recipients to self-sufficiency;
- Ensure job placements among participants with retention services for at least 120 days post-employment, as well as other resources to help participants sustain long-term employment;
- Implement technology that will creatively and comprehensively, through resources that are transferable to various levels of understanding for ACDSS, providers and clients alike, utilize digital strategies to introduce participants to career/training/educational opportunities in a social media focused world;
- Work with Employment Success Coach vendor to refer employed TA recipients who may benefit from services provided by vendor;
- Work with Employment Success Coach vendor to collaboratively identify obstacles to employment and build curriculum to address obstacles prior to future employment.

The Altamont Program was selected through a competitive bid for services under RFP #2022-076. The Altamont Program was the sole bidder and this request is for year one of a five-year contract.

# COUNTY OF ALBANY

## REQUEST FOR PROPOSALS

### ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES



RFP # 2022-076

### EMPLOYMENT SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
PAMELA O NEILL, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207



- Describe the collaborative relationships your organization has had with governmental and/or local agencies. Explain the nature of the collaboration and the impact it will have on the program, the population(s) that were served, and the overall ability to meet project performance goals.
  - Describe your ability to work collaboratively with another contracted vendor with the shared population of Temporary Assistance recipients to include on-site work-based employee coaching.
  - Describe your ability to utilize a computerized management system for attendance/compliance records, recording of case activity, and tracking of other caseload data. Please state origin of your data management system, and whether the product is proprietary or available to ACDSS. If ACDSS would have to procure the system or license, please indicate the cost.
- 3.5 Provide at least two (2) references (other than Albany County employees) from similar projects including name, addresses and telephone numbers.
- a. Name of contact person
  - b. Title of contact person
  - c. Phone number of contact person
  - d. Description of the work performed
  - e. Time period of the project or contract
  - f. Contract amount
  - g. Customer reference (including contact person, e-mail address and current telephone number)
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County. Clearly define any special population, multi-language or cross cultural emphasis you can provide and may consider appropriate. Include your experience(s) with unique programs and/or monitoring approaches.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

#### **SECTION 4: SCOPE OF SERVICES**

4.1 Background: Social Service districts in New York State are mandated to implement work requirements for recipients of TA in order to meet or exceed participation rates established in Federal or State law and regulations. The minimum participation rates currently in effect are described in the following link: <https://otda.ny.gov/resources/employment-manual/>

- Proposer must be familiar with the rules as they currently exist. A comprehensive list of rules can be found by accessing the link above.
- Proposer is expected to be knowledgeable regarding the implementation of any new regulations and/or rates as they become identified and communicated. Proposals should reflect the ability to be flexible regarding the possibility of a change in the current regulations and participation rates.
- ACDSS expects the successful Proposer to be aware of alternative programming and services and to coordinate with each one as necessary and appropriate. Any job skills training must be supported by documentation which verifies that the Capital Region Workforce Investment Board and the New York State Department of Labor have determined the occupation to be in demand within the local area.

4.2 The County is seeking proposals for employment services and intensive case management for members of TANF, Safety Net MOE (family) and Safety Net Non-MOE (childless) households (nonexempt and work limited), this includes placement and tracking of individuals placed in employment, work experience and/or other countable programming for up to 40 hours per week (minimum of 35 hours per week). Based on pre-COVID-19 trends, the number of individuals to be served annually is approximately 750.

This contract will be cost based with performance measures to include regular monthly monitoring and reporting.

4.3 Proposer should be aware that the majority of the individuals currently receiving TA benefits are struggling with barriers to employment, including but not limited to:

- low basic skills including low educational levels
- work limitations
- domestic violence
- family issues including lack of child care
- lack of transportation
- limited English proficiency
- criminal records
- lack of experience with workplace expectations such as attendance, dress, conduct/conflict

4.4 Due to the complexity of the participants to be served, ACDSS is seeking Proposer(s) who can develop unique employment activity plans for each individual, utilizing a combination of programming available in our community individualized to the participant.

Proposer should be aware that there are no carved out populations.

4.5 Proposer must be capable of establishing, documenting, tracking and reporting countable participation in appropriate activities such as job readiness/job skills training. This includes supervised job search, job development/placement, post-employment retention services, work/community experience development/placement and other countable activities supporting ACDSS three step approach to the Work First/Labor Force Attachment as noted in section

1.4. No show and non-compliance notification must be provided by the Proposer to ACDSS designated liaison timely. Every attempt should be made to reintegrate the non-compliant individual into the program.

4.6 What follows is a detailed description of ACDSS's expectations for engagement with our clients. Proposer(s) must demonstrate how they will engage clients in the following:

(These correspond with item 1.2 above.)

- A. **Preparation for employment** to include, but not limited to, such objectives as:
- Skills development and job coaching;
  - Within no more than 30 days of orientation, an Individual Employment Plan (IEP) will be developed to establish employment goals with definite time lines for steps to accomplish goals and an outline of follow-up procedures;
  - Connect youth ages 18 -24 without a high school diploma or equivalent to high school or equivalency classes;
  - Connect individuals with a high school diploma or equivalent to high school to vocational trainings and/or certificate programs;
  - Planning for balance of work and home – the family's readiness for a member's employment. Identify when individuals and families face challenges and ongoing obligations such as child care, increased travel time, continuing medical treatments, mandated parenting classes, etc. Encourage enrollment in effective programs for victims of domestic violence to develop skills to rebuild lives and be safe;
  - Development and improvement of the household's understanding of the correlation between employment, budgeting, asset development, credit/banking, and self-sufficiency;
  - The Proposer will provide a combination of virtual and in-person retention services from the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects at all points in the program. Specific efforts will be made to keep the drop-out rate to a minimum.

#### **SUBSETS OF PREPARATION FOR EMPLOYMENT SHOULD INCLUDE**

- Orientation Plan (within 1 week of referral):

The Proposer will provide up-front orientation (including the major welfare to work provisions of PRWORA) that includes critical issues such as time limitations and compliance with work requirements that are mandatory for TA recipients.. Orientation can be conducted virtually or in-person based on circumstances and client need. The orientation will also include the following information:

- Full description of the program the individual has been referred to, how it works and how they can most effectively benefit from it;

- Rights and responsibilities of individuals including, but not limited to the individual's responsibility to cooperate in establishing paternity and enforcing child support obligation;
- Supportive services available through ACDSS and the obligations of the district to provide them;
- The assistance available upon request to help individuals assigned to work activities obtain child care services;
- Education, employment and training opportunities available, including those that are at no cost to the individual and the individual's responsibilities associated with the repayment of student financial aid;
- Work activities available to each individual;
- Education and assistance related to taking advantage of the Federal and State Earned Income Tax Credit, Child Tax Credit and other applicable client and employer targeted tax credits available to include VITA sites to assist with filing taxes annually;
- Information regarding the development of a self-sufficiency plan; the IEP.
  - Assessment/Pre-Employment/Job Readiness (within 2 weeks of orientation):

Within 5 to 10 days of orientation, the Proposer will assess all eligible individuals (now called participant[s]) and refer to appropriate services based on their skill, education and experience.

The Assessment serves as the foundation of the participant's IEP, a mutually developed plan between the proposer and the participant. It allows for the gathering of sufficient information to create a realistic and viable plan that directs participation in job readiness activities and facilitates movement toward self-sufficiency. The goal of the IEP is to move participants along the continuum toward full self-sufficiency and are provided with reinforcement of self-sufficient behaviors and achievements along the way. An IEP will include 4 components; 1) goals; 2) action steps; 3) agreements, and; 4) information and referral.

The assessment at a minimum will review and document the participant's:

- Non-custodial parent status for TANF eligibility;
- Educational and basic skills level, including literacy and English language proficiency;
- Prior work experience and skills focusing attention on strengths and abilities;
- Training and vocational interests;
- Barriers to employment such as language, child care, transportation, medical/mental health, chemical dependency, criminal history, homelessness, etc. and the goals and strategies developed to overcome these barriers;
- Supportive services needs that will act to remove an obstacle for a participant;
- Training in soft skills such as interviewing, comportsment, attitude, time management, personal budgeting, personal hygiene, employee/employer expectations, coping skills and conflict resolution;

- Resume preparation, job searching skills, including computer job search;
- Intensive skills assessment as needed.

After the assessment is completed, if appropriate, participant(s) may also be referred to other programs such as ACCESS-VR, English as Second Language (ESL) and other support programs/services.

Follow-up assessments will determine the participant's progress or obstacles towards the goal of obtaining employment and self-sufficiency. The frequency of follow-up assessment will be determined by the activity or activities to which the participant is assigned or the challenges the participant is facing. The IEP must be modified to reflect changes.

➤ Referral to Cooperating Programs/Services:

The Proposer shall serve as a single point of referral and linkage for participants to appropriate community resources for specified services. The Proposer must identify service agencies, vendors and community partners that offer:

- Essential expertise
- Essential resources
- Vocational rehabilitation services
- Employment services
- Educational services
- Work experience/Community Experience

As required/appropriate, the Proposer will make referrals to providers of employment related services and monitor monthly participation in the assigned programs. The Proposer must exercise due diligence in ascertaining the scope of services and target populations of the existing community programs/resources.

➤ Job Search Activities (6 weeks)

Under this program model, the job search component must be a closely supervised activity by the provider staff to ensure quality and quick feedback. Linkage with the One Stop Employment Center (Albany Career Central) and the NYSDOL Job Bank/Development Activities is critical and essential to job seeking.

Proposer will require participants to make a minimum of 15 job contacts per week. Job contacts must be verified by the Proposer. Other center-based activities focused on job development/search will be implemented and closely supervised. These will include computer based job search through the NYS DOL Job Bank and registration in the Job Zone, access to job banks, attendance at employer job fairs.

➤ Work Experience and Community Service (3 – 6 months)

Participants in this category are classified as employable but have been unsuccessful in securing full-time employment after having completed a supervised six week job search. Work experience provides participants with an opportunity to acquire training, knowledge, work habits and work references necessary to obtain and retain employment.

Community Service provides opportunities to enhance the skills of participants in need of this experience. The assignment must serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural redevelopment, public recreation, public facilities, public safety, and child day care. These assignments will primarily be voluntary in nature.

For those who are unable to secure unsubsidized employment after the supervised six week job search, the Proposer will provide supportive work experience training and/or community service in order to move participants to permanent full-time jobs. To achieve this, the Proposer will provide the following services:

- Development of sponsor work sites for both work experience and community service positions;
- The proposer will refer participants to assignments in public or not-for profit agencies. ACDSS will, at the start of the program, establish participation hours based on mandatory requirements. The proposer must be able to explain the work experience program to the not-for-profit agencies and the short-term, 3 to 6 month, nature of the assignments. The Proposer should be able to explain the mutual benefits of the program for the work site agency and the participant, i.e. the participant receives useful work experience and the agency receives assistance in the performance of necessary work assignments;
- Work experience can be assigned in conjunction with community service;
- Work slots for education programs are a part of a work experience program combining education and work. Unpaid internships that are part of any non-graduate student's education curriculum are considered work experience.

➤ Education and Training Services

All participants may take part in education and training activities which may upgrade skills for income enhancement through better employment opportunities. The Proposer shall emphasize the importance of education and training as an ongoing part of joining and advancing in the workforce. This includes referral to short-term vocational training programs that focus on job readiness and skills enhancement. All programs must have prior ACDSS approval.

Appropriateness of referrals to any activities other than job search and employment placement or work experience shall conform with established Federal, State and local standards. It shall be the Proposer's responsibility to make certain that staff providing the

service are well trained on a regular basis in current TANF and SNA applicable program regulations and all applicable Federal, State and local law.

**B. Skills upgrade for income enhancement and better employment opportunities** to include, but not limited to, such objectives as:

- Maximize education and training (avoid training programs that do not prepare an individual for the current job market);
  - ✓ Encourage participants up to age 24 participation in full time basic education as long as they meet yearly goals and make sufficient progress towards obtaining a credential
  - ✓ Encourage participants over age 24 participation in High School Equivalency (HSE)
  - ✓ Encourage recipients with limited English proficiency to participate in full time English as a Second Language (ESL) coursework and test for literacy in their own language, in order to prepare them for work assignments
- Increase access to targeted training for jobs in high-growth industries and utilize available Career Pathways programs;
- Encourage participation in up to a 4 year college degree program for individuals who participate in work activities for 20 hours per week and are able to maintain an appropriate average in accordance with state law;
  - ✓ Encourage internships and work study for those enrolled in college

#### **SUBSET OF SKILLS UPGRADE MAY INCLUDE**

- Employed Participants in Receipt of Temporary Assistance

Many working participants are employed at either too low a wage or for an insufficient number of hours to be ineligible for TA. The Proposer will provide the following services to these participants:

- Re-assessment to evaluate whether skills enhancement and/or job search activities should be required;
- Referral to appropriate program including vocational/educational activities to be pursued in conjunction with current employment for those requiring skills enhancement;
- Placement of participants deemed to possess adequate skill levels in supervised job search conducted in conjunction with current employment;
- Job placement in better jobs;
- Job clubs (if available);
- Referral to contracted provider for employment services job coaching and resource services to assist the employee experiencing barriers to work;
- Additional and frequent contact with participants and evaluations/updates of IEP

#### **SECTION 5: TERM OF CONTRACT:**

**5.1** The contract period shall be one (1) year with dates January 1, 2023 to December 31, 2023.



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

September 9, 2022

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

Dear Chairman Joyce:

As has been discussed many times before your body, the Capital District Youth Center, Inc (CDYCI) facility will require an extensive renovation in order to comply with the recent Raise the Age legislation. In order to qualify for the financing through the Dormitory Authority of the State of New York (DASNY) it is necessary for Albany County to extend its lease with CDYCI to 25 years.

A member of my office will be available at your committee meeting to answer any of your questions.

Sincerely,

  
Daniel P. McCoy

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel





# County of Albany

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

## Legislation Text

**File #:** TMP-3584, **Version:** 1

### REQUEST FOR LEGISLATIVE ACTION

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

Authorization for Extension of Existing Lease for Capital District Youth Center, Inc. (CDYCI) to Utilize Juvenile Detention Facility to 25 Years to Qualify for Dormitory Authority of the State of New York (DASNY) Financing

Date:	9/8/22
Submitted By:	Mike McLaughlin
Department:	County Executive's Office
Title:	Director of Policy and Research
Phone:	518-447-7040
Department Rep.	
Attending Meeting:	Mike McLaughlin

**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) Lease

**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) Lease (Property)

#### **Contract Terms/Conditions:**

##### Party (Name/address):

Capital District Youth Center, Inc.  
One Park Place  
Suite 102  
Albany, NY 12205

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

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

### **CONCERNING ALL REQUESTS**

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

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 89%  
County: 11%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: 25 Years

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: Resolution 270 of 2016  
Date of Adoption: 7/11/16

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

CDYCI is in need of renovation to bring the facility into compliance with NYS Raise the Age regulations. As has been previously requested, financing for the project will be completed through DASNY. In order to comply with the term of the financing they have asked that we extend the lease to 25 years. Previous local laws passed by the legislature (attached) allow this action to occur via resolution. The current lease will expire on December 31, 2024



# CAPITAL DISTRICT YOUTH CENTER, INC.

ONE PARK PLACE, ALBANY, NY 12205

TEL: 518 / 453-0850

FAX: 518 / 453-0856

**President**

Laura Bauer

**Vice President**

Craig Warner

**Secretary**

Samantha Miller-Herrera

**Treasurer**

William Connors

**Chief Administrator**

Mark A. Castiglione, AICP

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Laura Bauer  
Scott Bendett

**Saratoga County**

Susan Costanzo  
Craig Warner

**Schenectady County**

Barbara Mauro  
Samantha Miller-Herrera

September 7, 2022

Hon. Dan McCoy  
County Executive  
Albany County  
112 State Street, Room 900  
Albany, NY 12207

**Re: CDYCI Lease Extension for Capital District Juvenile Secure Detention Facility**

Dear County Executive McCoy:

The Capital District Youth Center, Inc (CDYCI), requests a fifteen-year extension to its existing lease related to the Capital District Juvenile Secure Detention Facility (CDJSDF). This extension is required to secure financing through the Dormitory Authority of the State of New York (DASNY) that will fund a variety of facility improvements required by the "Raise the Age" law in addition to a facility expansion necessitated by the increased demand for bed space.

Local Laws 2 and 3 for 1996, adopted by the Albany County Legislature, authorize the Legislature to extend property and ground leases for up to twenty-five years via resolution.

CDYCI administers the CDJSDF which is owned by Albany County. CDYCI was created for that purpose and is governed by appointees from Albany, Rensselaer Saratoga, and Schenectady Counties. The facility is operated by Berkshire Farm Center and Services for Youth. The existing facility includes three, eight and thirteen-bed dorms for a total capacity of 24 beds.

The project is 89% funded by New York State with the remaining 11% shared among the counties which comprise CDYCI. There will be four (4) separate additions including a secured housing wing providing (12) additional beds (two 6 unit areas) and supporting program; an exam room to serve a relocated nurse's suite; a vehicle sallyport which will expand and provide sufficient space for intake procedures; and an addition off the main entrance to house additional administrative space including a large conference and training/break room. This addition will also provide proper space for visitation; branching off the main entry sallyport which shall remain in use during construction.

Interior improvements include relocation of the medial services area; adding four (4) additional bedrooms to dorm A and eliminating a bedroom in dorm C, bringing the total capacity up to 39 beds; converting the current medical unit into a classroom; installing a fire suppression system; replacing bedroom doors and adding additional secure access/egress from housing units; adding a full coverage security camera system; and upgrading central control unit which controls access and egress throughout the facility.

Thank you for considering this request.

Sincerely,

Mark Castiglione, AICP  
Chief Administrator

Cc: CDYCI Board

**LOCAL LAW NO. 2 FOR 1996**

**A LOCAL LAW FOR THE COUNTY OF ALBANY PROVIDING THE  
MAXIMUM TERM FOR WHICH THE COUNTY LEGISLATURE MAY  
LEASE REAL PROPERTY FOR COUNTY PURPOSES**

Introduced: 12/4/95  
By Mr. Dennis:

BE IT ENACTED by the County Legislature of Albany County, pursuant to Section 33 of the Municipal Home Rule Law, as follows:

**SECTION 1: Twenty-Five Year Term.**

Notwithstanding Section 215 of the New York State County Law, the County Legislature of Albany County is hereby authorized to enter into a lease agreement in connection with any real property necessary for County purposes for an original term not to exceed twenty-five years. Any such lease agreement may provide for the renewal thereof, provided that the term of each such renewal shall not exceed twenty-five years.

**SECTION 2: Severability.**

If any article, section, subsection, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 3: Effective Date.**

This local law shall take effect immediately.

*On roll call vote the following voted in favor: Mss. Barlette, Benedict, Messrs. Bray, Cannizzaro, Clouse, Collins, Commisso, Ms. Connolly, Messrs. Crummey, Darbyshire, DeCecco, Ms. Denison, Messrs. Dennis, Domalewicz, Donohue, Ethier, Gordon, Graziano, Grudecki, Houghtaling, Infante, Joyce, Laudato, Mss. Maffia-Tobler, McKnight, Messrs. Morelli, Nowicki, Ms. Reed, Mr. Riddick, Ms. Robinson, Messrs. Ross, Russo, Sherman, Ms. Springer, Mr. Ward, Ms. Wiley, Mr. Young -- 37.*

*Those opposed -- 0.*

*Local Law was adopted. 3/11/96*

**LOCAL LAW NO. 3 FOR 1996**

**A LOCAL LAW FOR THE COUNTY OF ALBANY PROVIDING THE  
MAXIMUM TERM FOR WHICH THE COUNTY LEGISLATURE MAY  
ENTER INTO A GROUND LEASE OF REAL PROPERTY OWNED BY  
ALBANY COUNTY**

Introduced: 12/4/95

By Mr. Dennis:

BE IT ENACTED by the County Legislature of Albany County, pursuant to Section 33 of the Municipal Home Rule Law, as follows:

**SECTION 1: Twenty-Five Year Term.**

Notwithstanding Section 215 of the New York State County Law, the County Legislature of Albany County is hereby authorized to lease, pursuant to a ground lease agreement, real property owned by Albany County for an original term not to exceed twenty-five years. Any such ground lease agreement may provide for the renewal thereof, provided that the term of each such renewal shall not exceed twenty-five years.

**SECTION 2: Severability.**

If any article, section, subsection, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 3: Effective Date.**

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

*On roll call vote the following voted in favor: Mss. Barlette, Benedict, Messrs. Bray, Cannizzaro, Clouse, Collins, Commisso, Ms. Connolly, Messrs. Crummey, Darbyshire, DeCecco, Ms. Denison, Messrs. Dennis, Domalewicz, Donohue, Ethier, Gordon, Graziano, Grudecki, Houghtaling, Infante, Joyce, Laudato, Mss. Maffia-Tobler, McKnight, Messrs. Morelli, Nowicki, Ms. Reed, Mr. Riddick, Ms. Robinson, Messrs. Ross, Russo, Sherman, Ms. Springer, Mr. Ward, Ms. Wiley, Mr. Young -- 37.*

*Those opposed -- 0.*

*Local Law was adopted. 3/11/96*