

		Notes:
C/J/B/R	G/10	RESOLUTION AUTHORIZING AN AGREEMENT FOR THE 911 PHONE SYSTEM SUPPORT - BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/11	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET- BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/13	RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/14	RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY Motion Made By: Seconded By: Moved:

		Notes:
C/J/B/R	G/15	RESOLUTION AUTHORIZING A CONTRACT ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET- PUBLIC DEFENDER, CONFLICT DEFENDER, AND PUBLIC ADMINISTRATOR Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/21	RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) LAW ENFORCEMENT K-9 PATROL VEHICLE - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/26	RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - PUBLIC DEFENDER, CONFLICT DEFENDER, PUBLIC ADMINISTRATOR AND COUNTY ATTORNEY Motion Made By: Seconded By: Moved: Notes:
J/C/B/R	G/43	RESOLUTION AUTHORIZING A CONTRACT TO PROVIDE EMPLOYEE WELLNESS SERVICES - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved:

		Notes:
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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/1

**RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS
- PUBLIC DEFENDER, CONFLICT DEFENDER, PUBLIC ADMINISTRATOR AND
COUNTY ATTORNEY**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Public Defender and the Rensselaer County Conflict Defender received a grant (Distribution #7 - Contract Number C700038) in the total amount of \$272,073.00 from the New York State Office of Indigent Legal Services for the period from January 1, 2017 through December 31, 2019, pursuant to the authority granted by Resolution No. G/59/19; and

WHEREAS, Resolution No. G/29/20 authorized the extension of this grant to December 31, 2020, Resolution No. G/412/20 authorized the further extension of this grant to December 31, 2021, Resolution No. G/474/21 authorized the further extension of this grant to December 31, 2022 and Resolution No. G/494/22 authorized the further extension of this grant to June 30, 2023; and

WHEREAS, The Rensselaer County Public Defender and the Rensselaer County Conflict Defender received a grant (Distribution #10 - Contract Number C100038) in the total amount of \$272,073.00 from the New York State Office of Indigent Legal Services for the period from January 1, 2020 through December 31, 2022, pursuant to the authority granted by Resolution No. G/326/20; and

WHEREAS, Resolution No. G/494/22 authorized the extension of this grant to December 31, 2023; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received a grant (Counsel at First Appearance - Distribution #3 - Contract Number CAFA338) in the total amount of \$638,529.33 from the New York State Office of Indigent Legal Services for the period from January 1, 2020 through December 31, 2022, pursuant to the authority granted by Resolution No. G/41/21; and

WHEREAS, Resolution No. G/494/22 authorized the extension of this grant to December 31, 2023; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender and the Rensselaer County Attorney received a grant (Upstate Quality Improvement and Caseload Reduction - Distribution #1 - Contract Number C000638) in the total amount of \$299,527.00 from the New York State Office of Indigent Legal Services for the period from January 1, 2014 through December 31, 2016, pursuant to the authority granted by Resolution No. G/422/15; and

WHEREAS, Resolution No. G/437/16 authorized the extension of this grant to June 30, 2018, Resolution No. G/285/18 authorized the further extension of this grant to June 30, 2019, Resolution No. G/352/19 authorized the further extension of this grant to June 30, 2020, Resolution No. G/219/20 authorized the further extension of this grant to June 30, 2021, Resolution No. G/225/21 authorized the further extension of this grant to June 30, 2022 and Resolution No. G/417/22 authorized the further extension of this grant to June 30, 2023; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received a grant (Upstate Quality Improvement and Caseload Reduction - Distribution #2 - Contract Number C2ND638) in the total amount of \$300,000.00 from the New York State Office of Indigent Legal Services for the period from July 1, 2017 through June 30, 2020, pursuant to the authority granted by Resolution No. G/269/19; and

WHEREAS, Resolution No. G/219/20 authorized the extension of this grant to June 30, 2021, Resolution No. G/225/21 authorized the further extension of this grant to June 30, 2022 and Resolution No. G/325/22 authorized the further extension of this grant to June 30, 2023; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received a grant (Upstate Quality Improvement and Caseload Reduction - Distribution #3 - Contract Number C3RD638) in the total amount of \$300,000.00 from the New York State Office of Indigent Legal Services for the period from July 1, 2020 through June 30, 2023, pursuant to the authority granted by Resolution No. G/143/22; and

WHEREAS, There are unexpended monies for the Office of the Public Defender, Conflict Defender, Public Administrator and County Attorney; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts, which need to be budgeted within 2023; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2022 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Distribution #7			
A.1175.30250 ILS.D7Y4.30250 Indigent Legal Services	\$ 76,497.00	\$ (4,052.00)	\$ 72,445.00
Distribution #10			
A.1175.30250 ILS.D10Y3.30250 Indigent Legal Services	\$265,029.00	\$(236,735.00)	\$ 28,294.00
Counsel at First Appearance - Distribution #3			
A.1175.30250 CFA.D3Y3.30250 Indigent Legal Services	\$436,208.00	\$(247,036.00)	\$189,172.00
Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1175.30250 UQI.D1Y4.30250 Indigent Legal Services	\$ 44,340.00	\$ (44,122.00)	\$ 218.00
Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1175.30250 UQI.D2Y4.30250 Indigent Legal Services	\$192,432.00	\$(138,888.00)	\$ 53,544.00
Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1175.30250 UQI.D3Y3.30250 Indigent Legal Services	\$300,000.00	<u>\$(300,000.00)</u>	\$ 0.00
Total 2022 General Fund Revenue:		\$ (970,833.00)	

2022 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Distribution #7			
A.1170.01007 ILS.D7Y4.PD 01007			
Assistant Public Defender	\$ 50,335.00	\$ (258.00)	\$ 50,077.00
A.1170.08008 ILS.D7Y4.PD 08008			
Employee Benefits	\$ 26,162.00	\$ (3,794.00)	\$ 22,368.00
Public Defender - Distribution #10			
A.1170.01007 ILS.D10Y3.PD 01007			
Assistant Public Defender	\$146,359.00	\$(146,359.00)	\$ 0.00
A.1170.08008 ILS.D10Y3.PD 08008			
Employee Benefits	\$ 65,861.00	\$ (65,861.00)	\$ 0.00
Conflict Defender - Distribution #10			
A.1174.01007 ILS.D10Y3.CD 01007			
Assistant Conflict Defender	\$ 52,809.00	\$ (24,515.00)	\$ 28,294.00
Public Defender - Counsel at First Appearance - Distribution #3			
A.1170.01007 CFA.D3Y3.PD 01007			
Assistant Public Defender	\$ 43,764.00	\$ (22,007.00)	\$ 21,757.00
A.1170.01007 CFA.D3Y3.PD 01007			
Stipend	\$151,851.00	\$ (74,954.00)	\$ 76,897.00
A.1170.02400 CFA.D3Y3.PD 02400			
Other Equipment	\$ 3,000.00	\$ (3,000.00)	\$ 0.00
A.1170.04010 CFA.D3Y3.PD 04010			
Travel	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1170.04900 CFA.D3Y3.PD 04900			
Professional Services	\$ 19,301.00	\$ 72.00	\$ 19,373.00
A.1170.04902 CFA.D3Y3.PD 04902			
Expert Testimony	\$ 21,000.00	\$ (21,000.00)	\$ 0.00
A.1170.08003 CFA.D3Y3.PD 08003			
Social Security	\$ 14,964.00	\$ (7,418.00)	\$ 7,546.00
Conflict Defender - Counsel at First Appearance - Distribution #3			
A.1174.01007 CFA.D3Y3.CD 01007			
Assistant Conflict Defender	\$ 43,764.00	\$ (21,171.00)	\$ 22,593.00
A.1174.01007 CFA.D3Y3.CD 01007			
Stipend	\$ 71,546.00	\$ (35,060.00)	\$ 36,486.00
A.1174.02400 CFA.D3Y3.CD 02400			
Other Equipment	\$ 3,000.00	\$ (3,000.00)	\$ 0.00
A.1174.04010 CFA.D3Y3.CD 04010			
Travel	\$ 1,500.00	\$ (1,500.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Conflict Defender - Counsel at First Appearance - Distribution #3 (Continued)			
A.1174.04900 CFA.D3Y3.CD 04900			
Professional Services	\$ 23,696.00	\$ (23,696.00)	\$ 0.00
A.1174.04902 CFA.D3Y3.CD 04902			
Expert Testimony	\$ 7,500.00	\$ (7,500.00)	\$ 0.00
A.1174.08003 CFA.D3Y3.CD 08003			
Social Security	\$ 8,822.00	\$ (4,302.00)	\$ 4,520.00
Public Administrator - Counsel at First Appearance - Distribution #3			
A.1175.04010 CFA.D3Y3.PA 04010			
Travel	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1175.04900 CFA.D3Y3.PA 04900			
Professional Services	\$ 7,500.00	\$ (7,500.00)	\$ 0.00
A.1175.04902 CFA.D3Y3.PA 04902			
Expert Testimony	\$ 3,000.00	\$ (3,000.00)	\$ 0.00
A.1175.04907 CFA.D3Y3.PA 04907			
Special Counsel	\$ 9,000.00	\$ (9,000.00)	\$ 0.00
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1170.04980 UQI.D1Y4.PD 04980			
Computer Services	\$ 37,383.00	\$ (37,383.00)	\$ 0.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1174.04350 UQI.D1Y4.CD 04350			
Utilities - General/Misc	\$ 6,739.00	\$ (6,739.00)	\$ 0.00
A.1174.04900 UQI.D1Y4.CD 04900			
Professional Services	\$ 218.00	\$ 0.00	\$ 218.00
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1170.01007 UQI.D2Y4.PD 01007			
Assistant Public Defender	\$ 77,261.00	\$ (64,388.00)	\$ 12,873.00
A.1170.04350 UQI.D2Y4.PD 04350			
Utilities - General/Misc	\$ 7,200.00	\$ (7,200.00)	\$ 0.00
A.1170.04900 UQI.D2Y4.PD 04900			
Professional Services	\$ 2,250.00	\$ (2,250.00)	\$ 0.00
A.1170.04902 UQI.D2Y4.PD 04902			
Expert Testimony	\$ 2,250.00	\$ (2,250.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #2 (Continued)			
A.1170.04980 UQI.D2Y4.PD 04980			
Computer Services	\$ 3,000.00	\$ (3,000.00)	\$ 0.00
A.1170.08003 UQI.D2Y4.PD 08003			
Social Security	\$ 5,910.00	\$ (4,925.00)	\$ 985.00
A.1170.08008 UQI.D2Y4.PD 08008			
Employee Benefits	\$ 30,558.00	\$ (27,383.00)	\$ 3,175.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1174.01007 UQI.D2Y4.CD 01007			
Assistant Conflict Defender	\$ 26,361.00	\$ 5,705.00	\$ 32,066.00
A.1174.04540 UQI.D2Y4.CD 04540			
Publications	\$ 20.00	\$ (20.00)	\$ 0.00
A.1174.04900 UQI.D2Y4.CD 04900			
Professional Services	\$ 3,378.00	\$ (3,378.00)	\$ 0.00
A.1174.04902 UQI.D2Y4.CD 04902			
Expert Testimony	\$ 3,378.00	\$ (3,378.00)	\$ 0.00
A.1174.08003 UQI.D2Y4.CD 08003			
Social Security	\$ 2,017.00	\$ 374.00	\$ 2,391.00
A.1174.08008 UQI.D2Y4.CD 08008			
Employee Benefits	\$ 26,099.00	\$ (24,045.00)	\$ 2,054.00
County Attorney - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1420.02400 UQI.D2Y4.CA 02400			
Other Equipment	\$ 2,750.00	\$ (2,750.00)	\$ 0.00
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1170.01007 UQI.D3Y3.PD 01007			
Assistant Public Defender	\$123,001.00	\$(123,001.00)	\$ 0.00
A.1170.04350 UQI.D3Y3.PD 04350			
Utilities - General/Misc	\$ 11,395.00	\$ (11,395.00)	\$ 0.00
A.1170.04900 UQI.D3Y3.PD 04900			
Professional Services	\$ 2,250.00	\$ (2,250.00)	\$ 0.00
A.1170.04902 UQI.D3Y3.PD 04902			
Expert Testimony	\$ 2,250.00	\$ (2,250.00)	\$ 0.00
A.1170.04980 UQI.D3Y3.PD 04980			
Computer Services	\$ 3,000.00	\$ (3,000.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #3 (Continued)			
A.1170.08003 UQI.D3Y3.PD 08003			
Social Security	\$ 9,409.00	\$ (9,409.00)	\$ 0.00
A.1170.08008 UQI.D3Y3.PD 08008			
Employee Benefits	\$ 45,941.00	\$ (45,941.00)	\$ 0.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1174.01007 UQI.D3Y3.CD 01007			
Assistant Conflict Defender	\$ 88,254.00	\$ (88,254.00)	\$ 0.00
A.1174.02400 UQI.D3Y3.CD 02400			
Other Equipment	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1174.04540 UQI.D3Y3.CD 04540			
Publications	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04900 UQI.D3Y3.CD 04900			
Professional Services	\$ 3,750.00	\$ (3,750.00)	\$ 0.00
A.1174.04902 UQI.D3Y3.CD 04902			
Expert Testimony	\$ 3,750.00	\$ (3,750.00)	\$ 0.00
County Attorney - Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1420.04540 UQI.D3Y3.CA 04540			
Publications	\$ 3,500.00	\$ (3,500.00)	\$ 0.00
Total 2022 General Fund Appropriations: \$(970,833.00)			

; and, be it further

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2023 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Distribution #7			
A.1175.30250 ILS.D7Y4.30250			
Indigent Legal Services	\$ 0.00	\$ 4,052.00	\$ 4,052.00

2023 GENERAL FUND REVENUE (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Distribution #10			
A.1175.30250 ILS.D10Y4.30250			
Indigent Legal Services	\$ 0.00	\$ 236,735.00	\$236,735.00
Counsel at First Appearance - Distribution #3			
A.1175.30250 CFA.D3Y4.30250			
Indigent Legal Services	\$ 0.00	\$ 247,036.00	\$247,036.00
Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1175.30250 UQI.D1Y4.30250			
Indigent Legal Services	\$ 0.00	\$ 44,122.00	\$ 44,122.00
Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1175.30250 UQI.D2Y4.30250			
Indigent Legal Services	\$ 0.00	\$ 138,888.00	\$138,888.00
Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1175.30250 UQI.D3Y3.30250			
Indigent Legal Services	\$ 0.00	<u>\$ 300,000.00</u>	\$300,000.00
Total 2023 General Fund Revenue:		\$ 970,833.00	

2023 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Distribution #7			
A.1170.01007 ILS.D7Y4.PD 01007			
Assistant Public Defender	\$ 0.00	\$ 258.00	\$ 258.00
A.1170.08008 ILS.D7Y4.PD 08008			
Employee Benefits	\$ 0.00	\$ 3,794.00	\$ 3,794.00
Public Defender - Distribution #10			
A.1170.01007 ILS.D10Y4.PD 01007			
Assistant Public Defender	\$ 0.00	\$ 146,359.00	\$146,359.00
A.1170.08008 ILS.D10Y4.PD 08008			
Employee Benefits	\$ 0.00	\$ 65,861.00	\$ 65,861.00
Conflict Defender - Distribution #10			
A.1174.01007 ILS.D10Y4.CD 01007			
Assistant Conflict Defender	\$ 0.00	\$ 24,515.00	\$ 24,515.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Counsel at First Appearance - Distribution #3			
A.1170.01007 CFA.D3Y4.PD 01007			
Assistant Public Defender	\$ 0.00	\$ 22,007.00	\$ 22,007.00
A.1170.01007 CFA.D3Y4.PD 01007			
Stipend	\$ 0.00	\$ 74,954.00	\$ 74,954.00
A.1170.02400 CFA.D3Y4.PD 02400			
Other Equipment	\$ 0.00	\$ 3,000.00	\$ 3,000.00
A.1170.04010 CFA.D3Y4.PD 04010			
Travel	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1170.04902 CFA.D3Y4.PD 04902			
Expert Testimony	\$ 0.00	\$ 20,928.00	\$ 20,928.00
A.1170.08003 CFA.D3Y4.PD 08003			
Social Security	\$ 0.00	\$ 7,418.00	\$ 7,418.00
Conflict Defender - Counsel at First Appearance - Distribution #3			
A.1174.01007 CFA.D3Y4.CD 01007			
Assistant Conflict Defender	\$ 0.00	\$ 21,171.00	\$ 21,171.00
A.1174.01007 CFA.D3Y4.CD 01007			
Stipend	\$ 0.00	\$ 35,060.00	\$ 35,060.00
A.1174.02400 CFA.D3Y4.CD 02400			
Other Equipment	\$ 0.00	\$ 3,000.00	\$ 3,000.00
A.1174.04010 CFA.D3Y4.CD 04010			
Travel	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1174.04900 CFA.D3Y4.CD 04900			
Professional Services	\$ 0.00	\$ 23,696.00	\$ 23,696.00
A.1174.04902 CFA.D3Y4.CD 04902			
Expert Testimony	\$ 0.00	\$ 7,500.00	\$ 7,500.00
A.1174.08003 CFA.D3Y4.CD 08003			
Social Security	\$ 0.00	\$ 4,302.00	\$ 4,302.00
Public Administrator - Counsel at First Appearance - Distribution #3			
A.1175.04010 CFA.D3Y4.PA 04010			
Travel	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1175.04900 CFA.D3Y4.PA 04900			
Professional Services	\$ 0.00	\$ 7,500.00	\$ 7,500.00
A.1175.04902 CFA.D3Y4.PA 04902			
Expert Testimony	\$ 0.00	\$ 3,000.00	\$ 3,000.00
A.1175.04907 CFA.D3Y4.PA 04907			
Special Counsel	\$ 0.00	\$ 9,000.00	\$ 9,000.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1170.04980 UQI.D1Y4.PD 04980			
Computer Services	\$ 0.00	\$ 37,383.00	\$ 37,383.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #1			
A.1174.04350 UQI.D1Y4.CD 04350			
Utilities - General/Misc	\$ 0.00	\$ 6,739.00	\$ 6,739.00
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1170.01007 UQI.D2Y4.PD 01007			
Assistant Public Defender	\$ 0.00	\$ 64,388.00	\$ 64,388.00
A.1170.04350 UQI.D2Y4.PD 04350			
Utilities - General/Misc	\$ 0.00	\$ 7,200.00	\$ 7,200.00
A.1170.04900 UQI.D2Y4.PD 04900			
Professional Services	\$ 0.00	\$ 2,250.00	\$ 2,250.00
A.1170.04902 UQI.D2Y4.PD 04902			
Expert Testimony	\$ 0.00	\$ 2,250.00	\$ 2,250.00
A.1170.04980 UQI.D2Y4.PD 04980			
Computer Services	\$ 0.00	\$ 3,000.00	\$ 3,000.00
A.1170.08003 UQI.D2Y4.PD 08003			
Social Security	\$ 0.00	\$ 4,925.00	\$ 4,925.00
A.1170.08008 UQI.D2Y4.PD 08008			
Employee Benefits	\$ 0.00	\$ 27,383.00	\$ 27,383.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1174.04540 UQI.D2Y4.CD 04540			
Publications	\$ 0.00	\$ 20.00	\$ 20.00
A.1174.04900 UQI.D2Y4.CD 04900			
Professional Services	\$ 0.00	\$ 3,378.00	\$ 3,378.00
A.1174.04902 UQI.D2Y4.CD 04902			
Expert Testimony	\$ 0.00	\$ 3,378.00	\$ 3,378.00
A.1174.08008 UQI.D2Y4.CD 08008			
Employee Benefits	\$ 0.00	\$ 17,966.00	\$ 17,966.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Administrator - Upstate Quality Improvement and Caseload Reduction - Distribution #2			
A.1175.02400 UQI.D2Y4.PA 02400			
Other Equipment	\$ 0.00	\$ 2,750.00	\$ 2,750.00
Public Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1170.01007 UQI.D3Y3.PD 01007			
Assistant Public Defender	\$ 0.00	\$ 123,001.00	\$ 123,001.00
A.1170.04350 UQI.D3Y3.PD 04350			
Utilities - General/Misc	\$ 0.00	\$ 11,395.00	\$ 11,395.00
A.1170.04900 UQI.D3Y3.PD 04900			
Professional Services	\$ 0.00	\$ 2,250.00	\$ 2,250.00
A.1170.04902 UQI.D3Y3.PD 04902			
Expert Testimony	\$ 0.00	\$ 2,250.00	\$ 2,250.00
A.1170.04980 UQI.D3Y3.PD 04980			
Computer Services	\$ 0.00	\$ 3,000.00	\$ 3,000.00
A.1170.08003 UQI.D3Y3.PD 08003			
Social Security	\$ 0.00	\$ 9,409.00	\$ 9,409.00
A.1170.08008 UQI.D3Y3.PD 08008			
Employee Benefits	\$ 0.00	\$ 45,941.00	\$ 45,941.00
Conflict Defender - Upstate Quality Improvement and Caseload Reduction - Distribution #3			
A.1174.01007 UQI.D3Y3.CD 01007			
Assistant Conflict Defender	\$ 0.00	\$ 88,254.00	\$ 88,254.00
A.1174.02400 UQI.D3Y3.CD 02400			
Other Equipment	\$ 0.00	\$ 1,000.00	\$ 1,000.00
A.1174.04540 UQI.D3Y3.CD 04540			
Publications	\$ 0.00	\$ 2,500.00	\$ 2,500.00
A.1174.04900 UQI.D3Y3.CD 04900			
Professional Services	\$ 0.00	\$ 3,750.00	\$ 3,750.00
A.1174.04902 UQI.D3Y3.CD 04902			
Expert Testimony	\$ 0.00	\$ 3,750.00	\$ 3,750.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Administrator - Upstate Quality Improvement and Caseload Reduction - Distribution #3 A.1175.04540 UQI.D3Y3.PA 04540 Publications	\$ 0.00	\$ <u>3,500.00</u>	\$ 3,500.00

Total 2023 General Fund Appropriations: \$ 970,833.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature



Executive Action

Approved_____ Date_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive



**Department
of Health**

Health Home Measure Specifications and Reporting Manual

Updated: September 2021

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

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- III. [Methodology for Establishing Performance Goals and Annual Improvement Targets](#)
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- V. [Defining the Eligible Population for Performance Measurement](#)
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Appendix

- A.1 [A.1.a Quality Measures](#)
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HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

I. Introduction

The purpose of this document is to make stakeholders aware of the quality measures, performance goals and quality measure reporting requirements for the New York State Department of Health - Health Home Program (NYSDOH-HH).

Successful Health Home performance will ensure the Health Home goal of providing a person-centered system of care that improves outcomes and provides better services for high need Medicaid members. High performance in the Health Home program also supports the Center for Medicaid and Medicare Services' (CMS) overarching approach to improving health care through the pursuit of three goals: improving the experience of care; improving the health of populations; and reducing per capita costs of health care.

New York State is at the forefront of health system transformation. New York's Medicaid Redesign Team (MRT) has embraced the goals of health system transformation and created initiatives to move to a value-based payment (VBP) system in which Medicaid payments are tied to value, health outcomes, and best practice. As an integral part of the future of VBP, the Health Home Program must show quality outcomes and successful performance to be considered for and included in VBP arrangements.

II. Performance Measurement Overview

The Health Home Program will be evaluated using Performance Measures and HH reports submitted to the NYSDOH-HH. Performance Measures are separated into Quality and Process Measures. Quality Measures are identified in the State Plan Amendment, Health Home Core Set and Health Home Serving Children Application. Process Measures were derived from Health Home Care Management Annual Reporting Tool (HH-CMART) data and DOH State Agency Partner and stakeholder input.

Through a multigroup stakeholder engagement process, a set of quality measures were defined based on an analysis of relevance, reliability, validity, and feasibility of each measure. The measures were placed within six domains.

Measure Domains

Domain 1 – Preventive Care

Domain 2 – Care for Chronic Conditions

Domain 3 – Mental Illness

Domain 4 – Substance Use Disorders

Domain 5 – Utilization

Domain 6 – Avoidable Utilization

The NYSDOH-HH is required to report on the measure set identified in Appendix A, but NYSDOH-HH may identify an additional measure subset annually that guides technical assistance activities with the lead Health Homes to improve performance in underperforming areas. The Performance Support/Technical Assistance program is discussed in Section VIII. B.

Due to the importance of Health and Recovery Plan (HARP) member enrollment in the NYSDOH-HH, HARP enrollment and specific HARP measures will be monitored on a quarterly basis.

Care Coordination Organizations/Health Home (CCO/HH) specific measures have been added to the Measures Specification and Reporting Manual. At this time, CCO/HHs are required to monitor the CCO/HH specific measure set until reporting to NYS begins.

Managed Care Organizations (MCO) will increase oversight of Health Home outcomes in 2018. A measure set developed by the Health Home/MCO Workgroup will be monitored with reporting completed by NYSDOH-HH.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

III. Methodology for Establishing Performance Goals and Annual Improvement Targets

Performance Goals (PG)

Performance Goals are intended to reflect the best performance expected in New York State. Performance Goals are the same, consistently applied to all Health Homes each year and will not be changed for a two-year period (until 2020), when the goals will be re-evaluated.

The NYSDOH-HH utilized 2015 Health Home performance data to calculate performance goals for each performance measure. The NYSDOH-HH will mirror the Delivery System Reform Incentive Payment Program (DSRIP) and use the CMS suggested top decile as a mechanism for establishing performance goals. Deciles sort data into ten equal parts by percentile. For performance measures where a higher result is desirable, the 90th percentile is used as a benchmark. The 90th percentile is equal to the value below which 90% of performance measures fall. For performance measures where a lower result is desirable, the 10th percentile is used as a benchmark. The 10th percentile is equal to the value above which 90% of performance measures fall.

If data for the measure was not available for 2015, the performance goals were established with the same methodology as above using Health Home results from 2016. Measures that are added in the future will be set to a default of 100% or 0% for the first measurement year and then reset using the most recent measurement year's results.

If measure specifications are changed to the degree that prior results are not comparable, NYSDOH-HH has established a process for resetting performance goals. Details about the process are in Section IX.

Annual Improvement Targets (AIT)

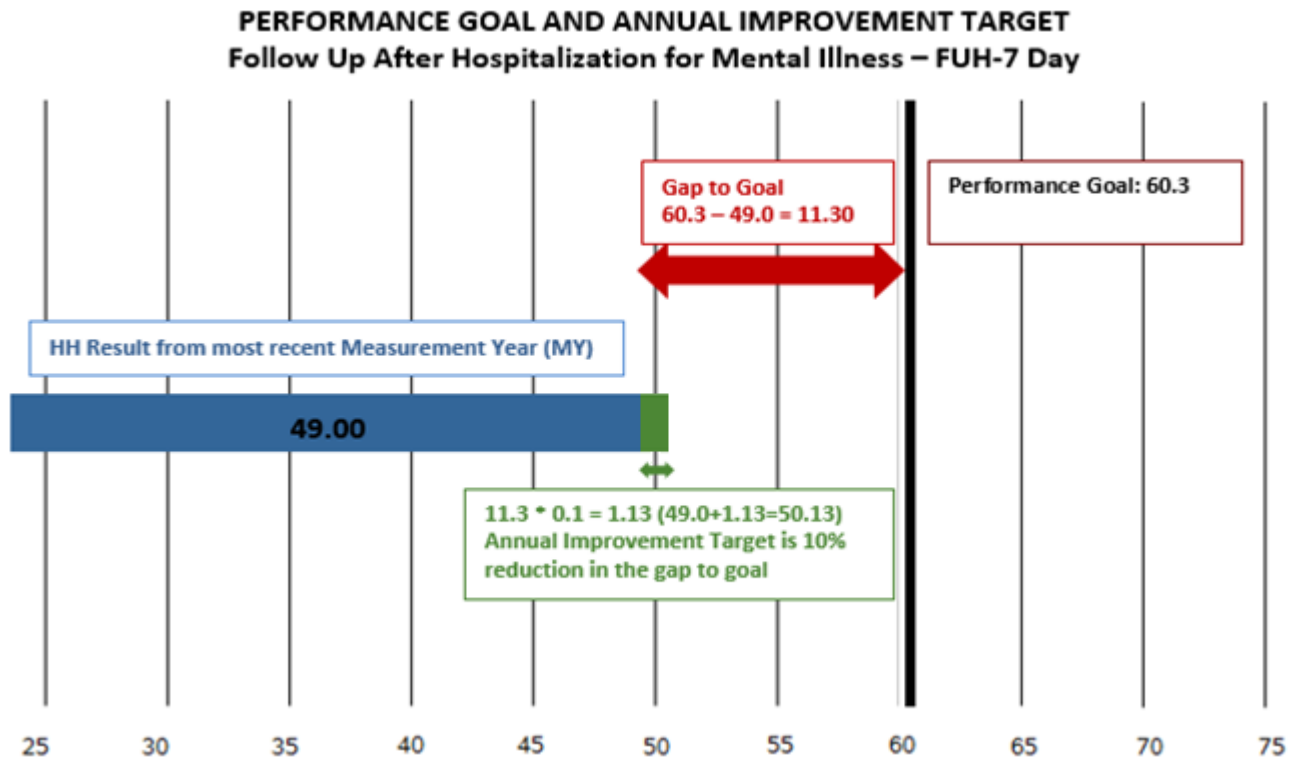
Annual improvement targets for a Health Home will be established using the methodology of reducing the gap to the goal by 10%. The most current Health Home measurement year (MY) result will be used to determine the gap between the Health Home result and the measure's performance goal, 10% of that gap is then added to the most current Health Home result to set the annual improvement target for the current MY.

Each subsequent year will continue to be set with an improvement target using results from the most recent year. This will account for smaller gains and losses in subsequent years as performance improves toward the goal or measurement ceiling. If a Health Home result for a MY meets or exceeds the performance goal, then the annual improvement target for the next MY will equal the Health Home's most recent result.

- Health Home Specific PG and AIT can be viewed in the Health Commerce System (HCS) Secure Collaboration Health Home Performance page. For access, lead Health Homes must submit a request to the Health Home BML. A limited number of Health Home staff will be granted access. Go to: https://apps.health.ny.gov/pubdoh/health_care/medicaid/program/medicaid_health_homes/emailHealthHome.action, select "Performance Management" in the Subject dropdown field.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Figure 1. Performance Goal and Annual Improvement Target



As illustrated in Figure 1, the following example demonstrates the process for determining the annual improvement target (AIT):

Process Step: Determine AIT	Description	Example
Establish gap amount	Goal – MY3 ('16) HH result =	60.3 – 49.0 = 11.3
Calculate 10% of gap amount (increment)	Gap * .10 = increment for MY4	11.3 * .10 = 1.13
Set annual improvement target (AIT) by adding increment to HH result	Increment + MY3 HH's result = MY4 ('17) AIT	1.13 + 49.0 = 50.13

In this example, the annual improvement target for the Health Home would be 50.13, and the Health Home result would need to meet or exceed that value.

The HH result for the most recent MY is used to determine the next MY's annual improvement target:

Process Step: Determine next MY AIT	Description	Example
Establish gap amount	Goal – MY3 result = Gap	60.3 – 49.0 = 11.3
Calculate 10% of gap amount (increment) MY4	Gap * .10 = increment for MY4	11.3 * .10 = 1.13
Set annual improvement target (AIT) by adding increment to HH's result	Increment + MY3 result = AIT MY4	1.13 + 49.0 = 50.13
HH result for MY4 is used for MY5 gap amount	Goal – MY4 result = new gap for MY5	60.3 – 51.00 = 9.3
Calculate 10% of gap amount (increment) MY5	Gap * .10 = increment for MY5	9.3 * .10 = .93
Set annual improvement target (AIT) for MY5 by adding increment to HH's result	Increment + MY4 HH result = AIT MY5	.93 + 51.00 = 51.93

In this example, the MY4 annual improvement target was 50.13. The Health Home result (51.00) for MY4 met the AIT for MY4. MY4's result is then used to set MY5's AIT of 51.93.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

IV. Performance Report Card

The Health Home Serving Adult Performance Report Card consists of the following data:

- Enrollment
- HARP Conversion Rate
- Retention (at least six months)
- PPE (Potentially Preventable Events) Efficiency Cost PMPM
- PPE Cost Change PMPM (from prior year)
- PPE Measure Set Composite Score
- HH Measure Set Composite Score
- Structural Measures

Enrollment: Total Health Homes Serving Adults (HHSA) enrollment by Health Home using the Adult/Child indicator (Adults only), for the measurement year

HARP Conversion Rate: Number of enrolled HHSA HARP members divided by the number of HARP assigned or in outreach with a HHSA

Retention (at least six months): Among members who were enrolled in the calendar year being measured, with no enrollment segments in the prior 6 months to their enrollment month, who were retained for 6 or more continuous months

PPE Efficiency Cost (PMPM): Actual cost/Expected cost for Enrolled, non-dual (Medicaid and Medicare) Members with 12 months continuous enrollment within the measurement year for PPR and PPV. The Office of Quality and Patient Safety (OQPS) developed a composite score for PPE Efficiency Cost PMPM

PPE Cost Change PMPM (from prior year): Year-over-year comparison of PPE PMPM cost change for non-dual (Medicaid and Medicare) members with 12 months continuous enrollment within the measurement year of the report card and the previous calendar year

PPE Measure Set Composite Score: Composite score for Potentially Preventable Readmissions (PPR) and Potentially Preventable ED Visits (PPV). Composite score is developed by OQPS

HH Measure Set Composite Score: A composite score of the remaining Health Home Quality Measures. Composite score is developed by OQPS

Structural Measures: DOH defined and currently includes Redesignation Site Visit Score

A weight factor is applied to all elements to develop a Summary Score. Data is updated on a twelve-month rolling year. Each Health Home receives an individualized Performance Report Card on an annual basis.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

V. Defining the Eligible Population for Performance Measurement

Measure Eligible Population

The eligible population is comprised of all enrolled members attributed to the Health Home who qualify for the measure. Members are attributed to the most recently enrolled Health Home for performance measurement. In addition to the member's attribution to a Health Home, performance measures use specific criteria to determine eligibility for the measure.

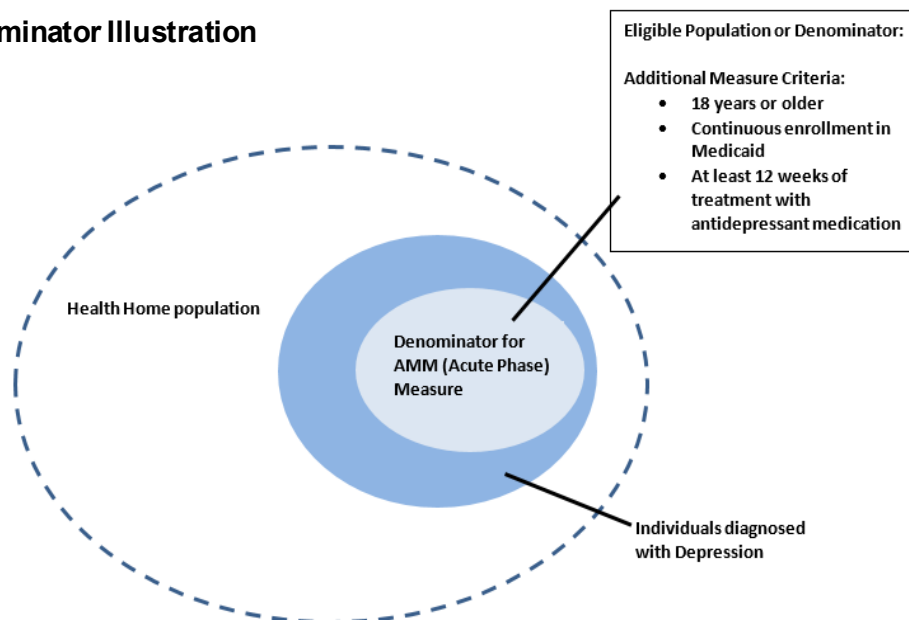
Measures are developed to capture the population for which a particular service is recommended; this is called the eligible population. To define the eligible population, measures often apply criteria such as age or diagnosis of a health condition to identify members in the eligible population. While some measures may apply to everyone in the Health Home (population-based), others may capture a smaller group within the Health Home that meet added measure-specific criteria such as diagnosis of a health condition (episode-based).

For example, Figure 2 below shows how the Health Home membership is narrowed to those with a diagnosis and then further to the measure's eligible population or denominator for an episode-based measure, *Antidepressant Medication Management*

IMPORTANT NOTES:

1. Performance Measures exclude outreach members.
2. Calculation of measure results are member-centric, evaluating each member for meeting criteria for the measure. The member is then attributed to the Health Home as of the measurement time frame, such as end of the measurement year. Member eligibility information is evaluated for the measurement window, such as 12 months irrespective of Health Home attribution.
3. Members who are dually eligible (Medicare and Medicaid) will NOT be included in Health Home measure results.

Figure 2. Denominator Illustration



HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

VI. Performance Reporting Schedule

The following provides the timeline for activities in the measurement year (Table 1):

DOH will release updated performance measure data to HHSA and HHSC via a Tableau dashboard on a quarterly basis. OQPS runs quarterly updates on the data for a rolling 12-month time period so that more up-to-date information can be delivered to HHs as part of their effort to effectively manage their network. These dashboard files will be made available to HHs via HCS.

Here is an example on how rolling years work:

CY2017 (or RY2017-01)																	
			RY2017-04														
						RY2017-07											
Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18

VII. Reporting Submission Process

In this document, there are two parties that are responsible for reporting requirements used in measures:

1. Health Home – data reported by the Health Home to the NYS DOH
2. NYSDOH-HH – NYS DOH data sources used to calculate measures

Table 2 – Reporting Responsibilities

Data required	Responsibility	Process
Outcome Measures	NYSDOH-HH	Measure data is collected from existing measures and reported out to HHs based on timeline (Table 1)
Process Measures	Health Home and NYSDOH-HH	HHs are required to submit SMART data quarterly. NYSDOH will report on process measures based on SMART data and report out to HHs based on timeline (Table 1)
Care Management and Reporting Tool (SMART)	Health Home	HHs are required to submit SMART data quarterly. SMART analysis is completed by OQPS and NYSDOH-HH
HARP Measures	Health Home	HHs are required to complete the HARP Report quarterly. The report template is available on the NYSDOH-HH website
Performance Report Card	NYSDOH-HH	Measure data is collected from claims and encounters. NYSDOH-HH distributes Report Card on timeline (Table 1)

NYSDOH-HH website:

https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/performance/index.htm

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

VIII. Technical Assistance

A. Resources

Several resources are available for collecting and reviewing data for measures required by the Health Home program:

1. Measure specifications are available from the Measure Stewards for each measure. A number of measures are from the National Committee for Quality Assurance (NCQA)'s HEDIS® Technical Specifications (Volume 2) which is available for purchase. National Quality Forum endorsed measures are available with some details on the National Quality Forum website (<http://www.qualityforum.org/>)
2. The NYS DOH's Office of Quality and Patient Safety staff can provide technical assistance for CMART specifications
3. Technical specifications for all NYS-specific/Process measures have been developed by OQPS:
https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/assessment_quality_measures/docs/hh_cmart_specs.pdf
4. Salient Performance Dashboards include data on Health Home performance

B. Performance Support/Technical Assistance

The NYSDOH-HH provides technical assistance to lead Health Homes with the goal of improving the skills and capabilities that are key drivers of performance in areas where the Health Homes most need improvement. The NYSDOH-HH and Health Home will work together to identify the root cause of low performance and develop a Performance Improvement Plan. DOH State Agency Partners are used as resources and are actively involved in the process, as appropriate.

The NYSDOH-HH will identify Health Homes that need technical assistance in low performance areas. Health Home can fall into four categories:

- High performer in current year and performance improved from prior year
- High performer in current year, but performance declined from prior year
- Low performer in current year but performance improved from prior year
- Low performer in current year and performance declined from prior year

Health Homes falling into the “Low performer in current year and performance declined from prior year” category will be prioritized for technical assistance. In addition, if performance on a statewide basis needs significant improvement, the NYSDOH-HH will categorize the measure into a measure subset for increased focus. Health Homes not falling within the “Low performer in current year but performance improved from prior year” category are eligible for performance support and can contact NYSDOH-HH to request assistance.

IX. Measure Calculation and Modifications

NYS DOH Measure Calculation Process

NYS DOH uses Medicaid claims and encounters as the basis for calculation of claims-based measures and identification of the eligible population for measures. Programs used to calculate measure results have been developed using the measure steward specifications.

HEALTH HOME

MEASURE SPECIFICATION AND REPORTING MANUAL

Measure Retirement and Specification Modifications

The clinical measures and specifications associated with the program will be held consistent to the extent possible. Many of the measures reported in the Health Home Program are currently reported in CMS Medicaid quality core sets and to the NCQA as well as health plan reporting to New York State. Situations may arise when the measure stewards retire or alter measure specifications to reflect changes in clinical care guidelines, treatment recommendations, or current health care practices. To align collection of data from all health care providers, the measure modifications may also be incorporated in Health Home specifications.

Guiding Principles

Should the measure steward retire or modify the specifications, NYSDOH-HH may accept and incorporate retirement or modifications to keep Health Home measures relevant and meaningful to providers working to improve the quality of care. To that end, the guiding principles for the incorporation in Health Home measures are as follows:

1. Clinically relevant and meaningful quality measures reflecting recommended care and current health care practices; and
2. Alignment and consistent use of measure specifications for Health Home and core sets used by other programs in NYS, such as QARR, DSRIP, or through VBP arrangements

Determining Use in the Health Home Program

These two guiding principles are the key criteria for determining whether the retirement or modification will be incorporated into the Health Home Program. If clinical relevance is the reason for the recommended action by the measure steward, the modification will be incorporated into the Health Home Program. Clinically relevant, meaningful information will better engage providers in improvement activities by providing credible data for use in those activities.

Measure alignment between the Health Home Program and other programs facilitates coordination and comparability of results at various levels of health care delivery.

Process for Adjusting Performance Goals, Annual Improvement Targets

When the decision is made to retire a measure or to implement a modification with a measure, the method of implementing the change, its impact on the PG and AIT will be dependent on three factors:

- Necessity of implementation (clinical relevance and alignment concern);
- Availability of a replacement measure for the retired measure; and
- Ability to compare results with modification to previous results or to re-calculate previous results with modification

Necessity of implementation – If the genesis for the retirement or modification is not due to clinical relevance and the measure is not used in other programs, the retirement or modification will not be implemented for the HHP.

Availability of replacement measure for retired measure – If there is a standardized measure with similar focus available for replacement for the retired measure, the new measure will be introduced at the beginning of the next measurement year.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Comparability to previous results– Retirement of a measure would not allow comparability to previous results. A measure result with the modification will be considered to not affect comparability if the change in the result with the modification is less than 10 percent change from the previous results without the modification, or no significant impact. Significant impact is determined if revised specifications alter the previous year's overall results by more than a 10 percent change. The method to determine percent change is to:

$$\text{Percent Change} = \left[\frac{\text{Previous Result} - \text{New Result}}{\text{Previous Result}} \right] * 100$$

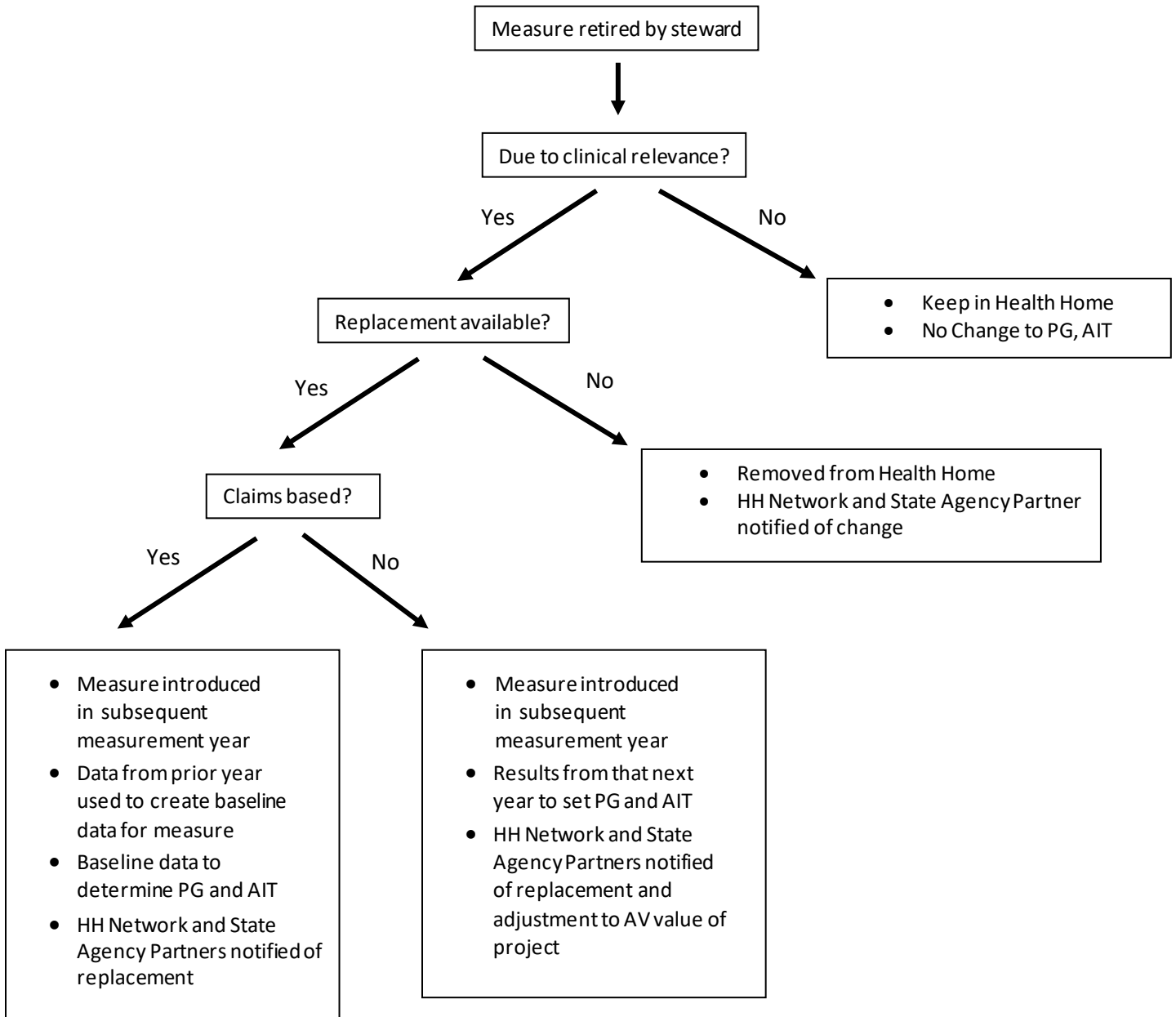
Adjusting Performance Goals, Annual Improvement Targets– If the previous year's result, compared to results with the changes implemented, is determined to have less than a 10 percent change, the performance goals and annual improvement targets will not be affected in any manner.

If there is more than a 10 percent change or significant impact to the previous year's result compared to results with the changed implemented, the performance goals and annual improvement targets will be re-established. If the data is available to re-calculate the previous year's results with the modification, such as with claims-based measures, the revised result can be created using previous year's claims. Non-claims based measures would need to have data collection before the baseline data would be available. The first year's results with the revised measure will be considered the baseline and will be used to set the performance goal and the annual improvement target for the next measurement year.

The decision process and any subsequent need for revising performance goals and annual improvement targets are described in two decision trees (Figures 3 and 4, below).

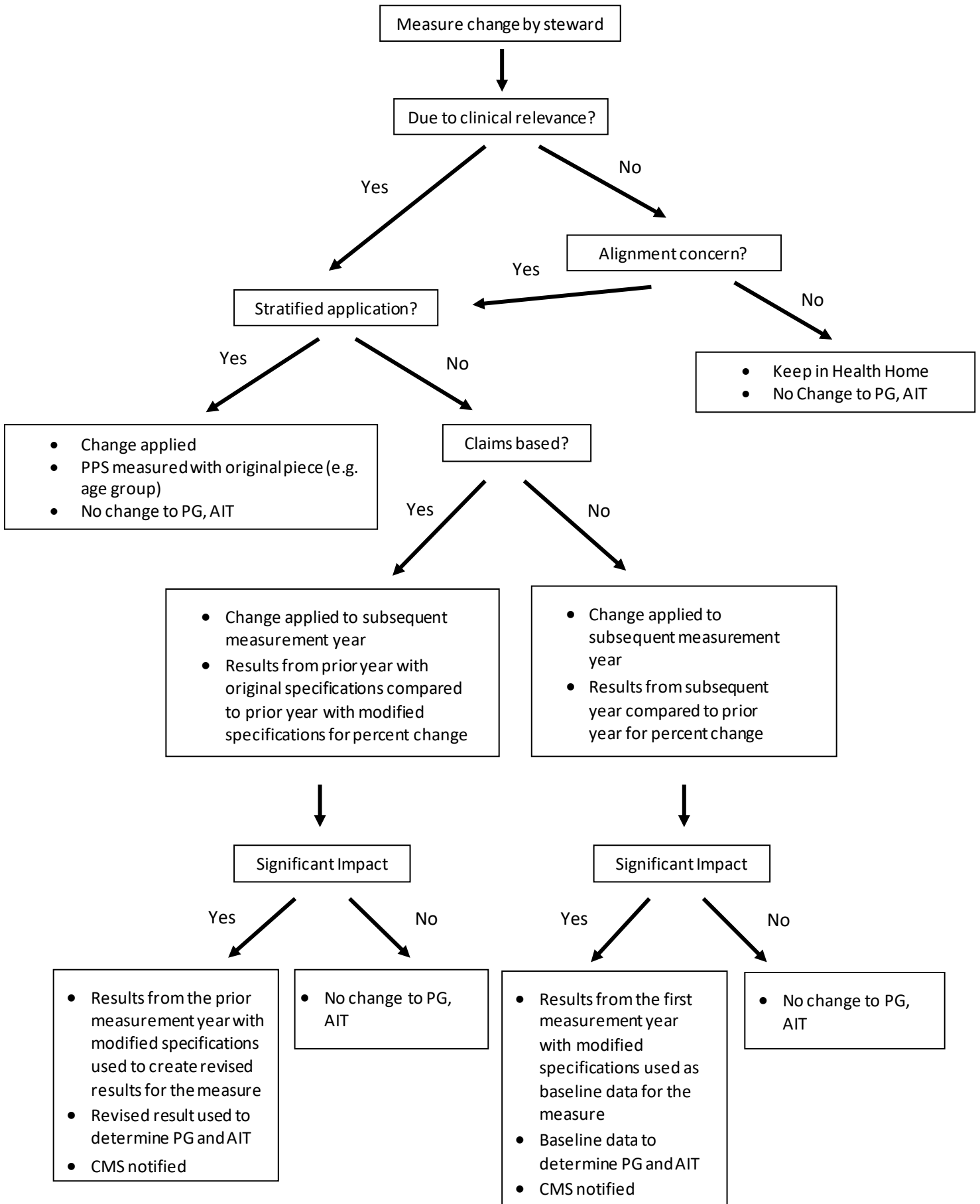
HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Figure 3. Measure Retired Decision Tree



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Figure 4. Measure Change Decision Tree



HEALTH HOME

MEASURE SPECIFICATION AND REPORTING MANUAL

Common Scenarios

To demonstrate the process, several examples are provided. The examples described in this section are not intended to be inclusive of every situation which may arise, but address scenarios most likely to occur. If a new scenario arises, the NYS DOH HH Program and State Agency Partners will collaborate on the appropriate process to address the new scenario.

Scenario 1 - Measure specifications retired for reasons other than clinical relevance AND no alignment concern because measure is not in use in other levels of health care delivery in New York State (NYS).

For example, the HIV-Comprehensive Care Measure was retired by NCQA but NYS has the ability to use existing data sources with no additional burden on the plans.

Process decision: the original measure will continue to be utilized and will be maintained to allow for consistent measurement.

Scenario 2 - Measure specifications altered for clinical relevance AND can be applied to the Health Home Program in a stratified fashion to allow consistent trending.

For example, if the upper age limit for a HH measure was changed from 64 to 75 years, the specification modification could be applied in a manner that the original measure specifications would be maintained for consistency in trending. The HH results for the measure could be stratified by age allowing consistent trending for the age group through age 64. The change in the age limit does not indicate an issue with relevance to the population through age 64.

Process decision: the measure specifications will be applied in a manner that allows for stratification of results so that the original specifications will be maintained to allow for consistent trending for evaluation of improvement. Stratified results would be provided; for example results for the 65 to 75 year age group separately from the results for the other age group.

Scenario 3 - Measure specifications altered for clinical relevance AND cannot be applied to the HH Program in a fashion to allow consistent trending. Common examples are modifications to coding, medications, other technical adjustments, or criteria related to recommended clinical care or treatment guidelines.

For example, measure specifications are modified to update new Current Procedural Terminology (CPT) and Healthcare Common Procedure Coding System (HCPCS) codes which reflect recently added services relevant to the measure and allow more complete collection of the information.

Process decision: the modifications will be incorporated into the finalized version of the measure specification manual for the measurement year to allow for continued meaningful results of recommended quality care.

Scenario 4 - Measures which are retired by the measure steward because of changes in recommended quality care.

For example, the *Cholesterol Management for Patients with Cardiovascular Conditions* has been retired by NCQA due to recommendation changes regarding the LDL-c control level.

Process decision: the retirement will be incorporated

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Glossary

A= Health Home Service Adults

C= Health Home Serving Children

IDD= Health Home Serving Individuals with Developmental or Intellectual Disabilities

A1. a. Quality Measures

Measure Name	Health Home Population	Measure Steward	NQF #	Numerator Description	Denominator Description
Preventive Care					
Adult BMI Assessment (ABA)	A/IDD	NCQA	N/A	Number of people* who had an outpatient visit and whose BMI was documented during the measurement year or the year prior to the measurement year	Number of people, ages 18-74 yrs
Chlamydia Screening (CHL)	A/C/IDD	NCQA	0033	Number of women who had at least one test for Chlamydia during the measurement year	Number of sexually active women, ages 16 to 24 yrs
Colorectal Cancer Screening (COL)	A/IDD	NCQA	0034	Number of people who had appropriate screening for colorectal cancer during the measurement year	Number of adults, ages 50 to 75 yrs
Annual Dental Visit (ADV)	C/IDD	NCQA	1388	Number of children* who had at least one dental visit within the measurement year	Number of children and adolescents, ages 2 to 20 yrs
Adolescent Well-Care Visits (AWC)	C/IDD	NCQA	N/A	Number of adolescents who had at least one comprehensive well-care visit with a primary care provider or OB/GYN practitioner during the measurement year	Number of adolescents, ages 12 to 21 yrs
Childhood Immunization Status (CIS)	C/IDD	NCQA	0038	Number of children who were fully immunized. The HEDIS specifications for fully immunized consists of the following vaccines: four DTap, three IPV, one MMR, three HiB, three HepB, one VZV, four PCV, one HepA, two or three RV and two flu vaccines	Number of children, age 2 yrs
Appropriate Testing for Children with Pharyngitis (CWP)	C/IDD	NCQA	0002	Number of children and who were given a group A streptococcus test	Number of children, ages 3 to 18 yrs, who were diagnosed with pharyngitis and prescribed an antibiotic

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Immunizations for Adolescents (IMA)	C/IDD	NCQA	1407	Number of children who had one dose of meningococcal conjugate, one Tdap vaccine and have completed the HPV vaccine series by their 13th birthday	Number of members, age 13 yrs
Lead Screening in Children (LSC)	C/IDD	NCQA	N/A	Number of children who had one or more blood tests for lead poisoning by their 2nd birthday	Number of children, age 2 yrs
Well-Child Visits in the First 15 Months of Life (W15)	C/IDD	NCQA	1392	Number of children who had five or more well-child visits with a primary care provider during their first 15 months of life	Number of children age 15 months
Well-Child Visits in the 3rd, 4th, 5th & 6th Year (W34)	C/IDD	NCQA	1516	Number of children who had one or more well-child visits with a primary care provider during the measurement year	Number of children, ages 3 to 6 yrs
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents (WCC)	C/IDD	NCQA	0024	Number of children* who had an outpatient visit with a PCP or OB/GYN during the measurement year and who had evidence of the following during the measurement year: BMI percentile documentation, Counseling for nutrition and Counseling for physical activity	Number of children, ages 3 to 17 yrs
Care for Chronic Conditions					
Controlling High Blood Pressure (CBP)	A/C/IDD	NCQA	0018	Number of people* whose blood pressure was adequately controlled as follows: below 140/90 if ages 18-59; below 140/90 for ages 60 to 85 with diabetes diagnosis; or below 150/90 ages 60 to 85 without a diagnosis of diabetes	Number of people, ages 18 to 85 yrs, who have hypertension
Comprehensive Diabetes Care: Hemoglobin A1c test (CDC-hA1c)	A/C/IDD	NCQA	0059	The percent of members with diabetes who received at least one Hemoglobin A1c (HbA1c) test within the year	Number of people ages 18 to 75 yrs with diabetes
HIV/AIDS Comprehensive Care: Engaged in Care (HIV_ENGD)	A/C/IDD	NYSDOH	N/A	Number of people who had two visits for primary care or HIV related care with at least one visit during each half of the past year	Number of people living with HIV/AIDS, ages 18 yrs and older
HIV/AIDS Comprehensive Care: Viral Load Monitoring (HIV_VIRAL)	A/C/IDD	NYSDOH	N/A	Number of people who had two viral load tests performed with at least one test during each half of the past year	Number of people living with HIV/AIDS, ages 18 yrs and older

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

HIV/AIDS Comprehensive Care: Syphilis Screening (HIV_SYPH)	A/C/IDD	NYSDOH	N/A	Number of people who were screened for syphilis in the past year	Number of people living with HIV/AIDS, ages 18 yrs and older
Viral Load Suppression (VLS)	A/C/IDD	NYSDOH	2082	Number of people* whose most recent viral load result was below 200 copies	Number of people living with HIV/AIDS, ages 2 yrs and older.
Medication Management for People with Asthma– 50% of Treatment Days Covered (MMA-50%)	A/C/IDD	NCQA	1799	Number of people who remained on an asthma controller medication during at least 50% of their treatment period	Number of people, ages 5 to 64 yrs, who have persistent asthma, and received at least one controller medication
Medication Management for People with Asthma– 75% of Treatment Days Covered (MMA-75%)	A/C/IDD	NCQA	1799	Number of people who remained on an asthma controller medication during at least 75% of their treatment period	Number of people, ages 5 to 64 yrs, who were identified as having persistent asthma, and who received at least one controller medication
Persistence of Beta-Blocker Treatment after a Heart Attack (PBH)	A/C/IDD	NCQA	0071	Number of people who received persistent beta-blocker treatment for six months after discharge	Number of people, ages 18 and older, who were hospitalized and discharged with a diagnosis of AMI
Appropriate Treatment for Children with Upper Respiratory Infection (URI)	C/IDD	NCQA	0069	Number of children* who were not dispensed an antibiotic prescription	Number of children, ages 3 months to 18 yrs, who were diagnosed with an upper respiratory infection (URI)
Mental Health					
Follow-up care for Children Prescribed ADHD Medications – Initiation Phase (ADD-Init)	C/IDD	NCQA	0108	Number of children who had one follow-up visit with a practitioner during the 30 day Initiation Phase	Number of children, ages 6 to 12 yrs, who were newly prescribed ADHD medication
Follow-up care for Children Prescribed ADHD Medications – Continuation Phase (ADD-Cont)	C/IDD	NCQA	0108	Number of children who, remained on the medication for at least 210 days and who, in addition to the visit in the Initiation Phase, had at least two follow-up visits within 270 days (9- months) from the end of the Initiation Phase	Number of children, ages 6 to 12 yrs, who were newly prescribed ADHD medication
Antidepressant Medication Management – Effective Acute Phase Treatment (AMM-Acute)	A/C/IDD	NCQA	0105	Number of people who remained on antidepressant medication for at least 84 days (12 weeks)	Number of people 18 and older who were diagnosed with major depression and treated with an antidepressant medication

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Antidepressant Medication Management – Effective Continuation Phase Treatment (AMM-Cont)	A/C/IDD	NCQA	1881	Number of people who remained on antidepressant medication for at least 180 days (6 months)	Number of people 18 and older who were diagnosed with depression and treated with an antidepressant medication
Multiple Concurrent Antipsychotic Use in Children and Adolescents (APC)	C/IDD	NCQA	N/A	Number of children and adolescents on two or more concurrent antipsychotic medications for at least 90 consecutive days	Number of children and adolescents 1 to 17 yrs of age who were on two or more concurrent antipsychotic medications
Metabolic Monitoring for Children and Adolescents on Antipsychotics (APM)	C/IDD	NCQA	N/A	Number of children who had metabolic testing	Number of children and adolescents 1 to 17 yrs of age who had two or more antipsychotic prescriptions
Use of First-Line Psychosocial Care for Children and Adolescent on Antipsychotics (APP)	C/IDD	NCQA	2801	Number of children who had documentation of psychosocial care as first-line treatment	Number of children and adolescents 1 to 17 yrs of age who had a new prescription for an antipsychotic medication
Adherence to mood Stabilizers for Individuals with Bipolar Disorder (BMS)	A/C/IDD	CMS	1880	Number of members that had a proportion of days covered (PDC) for mood stabilizer medication ≥ 0.8 during the measurement year	Number of members, ages 19 to 64 yrs with bipolar I disorder, or other bipolar disorder, who received a mood stabilizer medication
Follow-up after hospitalization for Mental Illness – within 7 days (FUH-7)	A/C/IDD	NCQA	0576	Number of discharges where the member had a follow-up visit with a mental health provider within 7 days after discharge	Number of discharges for members 6 and older who were hospitalized for treatment of selected mental illness diagnosis
Follow-up after hospitalization for Mental Illness – within 30 days (FUH-30)	A/C/IDD	NCQA	0576	Number of discharges where the member had a follow-up visit with a mental health provider within 30 days after discharge	Number of discharges for members 6 and older who were hospitalized for treatment of selected mental illness diagnosis
Follow Up After Emergency Department Visit for Mental Illness – 7 days (FUM)	A/C/IDD	NCQA	N/A	Number of follow-up visits with any practitioner, with a principal diagnosis of mental illness, ED within 7 days after the ED visit	Number of department (ED) visits for members 6 yrs of age and older with a principal diagnosis of mental illness

HEALTH HOME

MEASURE SPECIFICATION AND REPORTING MANUAL

Follow Up After Emergency Department Visit for Mental Illness - 30 days (FUM)	A/C/IDD	NCQA	N/A	Number of follow-up visits with any practitioner, with a principal diagnosis of mental illness, ED within 30 days after the ED visit	Number of department (ED) visits for members 6 yrs of age and older with a principal diagnosis of mental illness
Adherence to Antipsychotic Medications for People with Schizophrenia (SAA)	A/IDD	NCQA	1879	Number of members who remained on an antipsychotic medication for at least 80% of their treatment period	Number of members, ages 19 to 64 yrs, with schizophrenia who were dispensed antipsychotic medication
Substance Use Disorders					
Initiation of Alcohol and Other Drug Dependence Treatment (IET – Int)	A/C/IDD	NCQA	0004	Number of members who initiated treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter, or partial hospitalization, telehealth or Medication Assisted Treatment within 14 days of the diagnosis	Number of members age 13 and older with a new episode of alcohol or other drug (AOD) dependence
Engagement of Alcohol and Other Drug Dependence Treatment (IET-Eng)	A/C/IDD	NCQA	0004	Number of members who initiated treatment AND who had two or more additional AOD services or MAT within 34 days of the initial visit	Number of members age 13 and older with a new episode of alcohol or other drug (AOD) dependence
Follow Up After Emergency Department Visit for Alcohol and Other Drug Dependence - 7 days (FUA)	A/C/IDD	NCQA	2605	Number of follow-up visits with any practitioner, with a principal diagnosis of AOD within 7 days after the ED visit (8 total days)	Number of ED visits for members, 13 and older, with a principal diagnosis of alcohol or other drug (AOD) dependence
Follow Up After Emergency Department Visit for Alcohol and Other Drug Dependence - 30 days (FUA)	A/C/IDD	NCQA	2605	Number of follow-up visits with any practitioner, with a principal diagnosis of AOD within 30 days after the ED visit (31 total days)	Number of ED visits for members, 13 and older, with a principal diagnosis of alcohol or other drug (AOD) dependence
Utilization					
Admission to an Institution (AIF)	A/C	NCQA	9999	Number of admissions to an institution from the community that results in a medium-term (21-100 days) stay. Per 1,000 enrollee months	Number of people ages 18 and older
Ambulatory Care - Emergency Department (AMB-ED)	A/C/IDD	NCQA	N/A	Number of ambulatory care ED visits Per 1000 member months	Cumulative number of months of Medicaid enrollment (member months) by the current eligible population

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Inpatient Utilization (IPU)	A/C/IDD	NCQA	N/A	Number of acute visits for inpatient care and services for maternity, medicine, and surgery Per 1000 member months	Cumulative number of months of Medicaid enrollment (member months) by the current eligible population
Mental Health Utilization (MPT)	A/C/IDD	NCQA	N/A	Number of inpatient, intensive outpatient/partial hospitalization and outpatient or ED visits for mental health services Per 1000 member months	Cumulative number of months of Medicaid enrollment (member months) by the current eligible population
Nursing Facility Utilization (NFU)	A/C/IDD	NYSDOH	N/A	Number of admissions that result in a short-term stay (less than 101 days) during the measurement year Per 1,000 Health Home member enrollment months	Cumulative number of months of Health Home enrollment by the current eligible Health Home population, ages 18 yrs and older
Primary Care Utilization (PCP)	A/C/IDD	NYSDOH	N/A	Number of primary care visits to a primary care provider Per 1000 member months	Cumulative number of months of Medicaid enrollment (member months) by the current eligible population
Plan All-Cause Readmission (PCR)	A/C/IDD	NCQA	1768	Number of acute inpatient stays during the measurement year that were followed by an acute readmission for any diagnosis within 30 days	Number of acute inpatient stays, for Health Home members age 18 and older
Chronic Condition Hospital Admission Composite -Prevention Quality Indicator (PQI-92)	A/C/IDD	AHRQ	N/A	Number of hospital admissions for chronic conditions for members age 18 and older Per 100,000 enrollees (Includes admissions for one of the following conditions: diabetes with short-term complications,	Prevention Quality Indicators (PQI) composite of chronic conditions per 100,000 population, ages 18 years and older

Avoidable Utilization

Potentially Preventable Emergency Room Visits (PPV)	A/C/IDD	3M	NA	Number of potentially preventable ED visits for ambulatory sensitive conditions per 100 enrollees	Cumulative number of Medicaid enrolled eligible population
Potentially Preventable Readmissions (PPR)	A/C/IDD	3M	N/A	Number of potentially preventable readmissions chains Per 100,000 enrollees	Cumulative number of Medicaid enrolled eligible population

*Denotes a measure derived utilizing a hybrid method of both administrative and medical record data for Medicaid Managed Care (MMC) members only.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

A1 b. Process Measures

Measure Name	Health Home Population	Measure Steward	NQF #	Numerator Description	Denominator Description
Members without outreach/enrollment	C	NYSDOH	N/A	Number of children in assignment without outreach/enrollment segment by CMA by HH	Number of HHSC members in assignment
Outreach Interventions Completed	A	NYSDOH	N/A	Number of completed outreach interventions, excluding letter mode interventions	Number of attempted or completed outreach interventions, excluding letter mode
Enrolled Interventions Completed	A	NYSDOH	N/A	Number of completed enrolled interventions, excluding letter mode interventions	Number of attempted or completed enrolled interventions, excluding letter mode interventions
Members with One or More Interventions	A	NYSDOH	N/A	Number of enrolled members with at least one completed intervention during the measurement period	Number of enrolled members billed for at least one month during the measurement period
Length of Enrollment for Cohort of Members	A	NYSDOH	N/A	Average number of months of continuous enrollment up to the end of the measurement period, in the Health Home the member is last enrolled in period	
Intervention within Two Days of Inpatient Discharge	A/C	NYSDOH	N/A	Number of inpatient discharges with a completed intervention within 2 days before or after discharge during the measurement period	Number of inpatient discharges during the measurement period
Intervention within Two Days of ED Discharge	A/C	NYSDOH	N/A	Number of ED visits with a completed intervention within 2 days following the ED visit during the measurement period	Number of ED visits during the measurement period
Time from HH referral to O/E	C	NYSDOH	N/A	Average time from HH referral to outreach/enrollment segment for all children's Health Home members (from MCO, Health Home, CMA)	Number of HHSC members

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

A1 c. HARP Measures

Measure Name	Health Home Population	Measure Steward	NQF #	Numerator Description	Denominator Description
HARP/HH enrolled	A	NYSDOH	N/A	Number of HARP enrolled members	Number of HH enrolled members
% of NYS Eligibility Assessments Completed	A	NYSDOH	N/A	Number of members who completed the eligibility assessment.	Number of HARP enrolled members minus HARP members who declined assessment
% of LOSD Submitted to MCO	A	NYSDOH	N/A	Number of LOSD requests submitted to the MCO	Total number of eligibility assessments completed minus number of members who declined HCBS and number of members who are deemed not eligible for HCBS
% of POC Submitted to MCO	A	NYSDOH	N/A	Number of HCBS POC submitted to the MCO	Number of LOSD requests submitted to the MCO

A1 d. CCO/HH Specific Measures

Measure Name	Health Home Population	Measure Steward	NQF #	Numerator Description	Denominator Description
Implementation of CQL Personal Outcome Measures (POMs)	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members with Life Plans with a minimum of two POM measures	Total number of HH members with Life Plans
Implementation of Personal Safeguards	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members with Life Plans that reflect personal safeguards	Total number of HH members with Life Plans
Transitioning to a More Integrated Setting*	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members who have moved to a more integrated setting from a 24-hour certified setting	Total number of HH members in a 24-hour certified setting

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

Employment	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members who are competitively employed	Total number of HH members who indicate a desire to pursue employment in their Life Plan AND Total number of HH members with Life Plans
Self-direction	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members enrolled in self-direction	Total number of HH members who indicate a desire to self-direct in their Life Plan AND Total number of HH members with Life Plans
Bladder and Bowel Continence	IDD	NYSOPWDD/ NYSDOH	N/A	Number of HH members with a Life Plan in place that includes reporting of support or device needs, bowel/incontinence tracking protocol and/or management protocol	Total number of HH members with an identified bladder/bowel health risk
Falls	IDD	NYSOPWDD/ NYSDOH	N/A	Number of CCO members with a Life Plan that includes supervision, contact guarding, adaptive equipment, environmental modifications or other directed support	Total number of HH members with an identified risk of falls
Choking	IDD	NYSOPWDD/ NYSDOH	N/A	Number of CCO members with a Life Plans with safeguard(s) including modified consistency of foods and/or liquids, avoidance of high risk foods, requires supervision, formal training/dining plan required	Total number of HH members with an identified risk of choking
Monitoring Placements into Institutional Settings	IDD	NYSOPWDD/ NYSDOH	N/A	TBD	TBD

*** Integrated Setting:** A movement to a “more integrated setting” takes place when a CCO/HH member is discharged from a supervised-model certified residence, which provides constant direct supervision and oversight whenever residents are present, to either: (a) a supportive-model certified residence, (b) a family care home, (c) uncertified housing (e.g. a private apartment, with or without a roommate or live-in caregiver), or (d) returns to a family living arrangement.

HEALTH HOME MEASURE SPECIFICATION AND REPORTING MANUAL

[A.2 Glossary for Measure Components](#)

The terminology below is included in components for measures described in the tables or in this manual.

Administrative Method: Transaction data or other administrative data are used to identify the eligible population and numerator. The reported rate is based on all members who meet the eligible population criteria (after optional exclusions, if applicable) and who are found through administrative data to have received the service required for the numerator.

Annual Improvement Target (AIT): The result the Health Home needs to meet or exceed for the measurement year. The annual improvement target is established using the HH's result from the previous measurement year. For example, the result for Measurement Year (MY) 1 is used to set the annual improvement target for MY 2 (see Section III).

Denominator: The members of the eligible population who meet the measure's additional criteria (e.g. all adult patients with diabetes) and are included in the result calculation. Note: many measures include specific denominator inclusion and exclusion criteria.

Health Home Serving Adult (A)/Health Home Serving Children (C): The A/C indicator identifies whether a measure applies to Health Home Serving Adults (A), Health Home Serving Children (C) or both (A/C)

Hybrid Method: Organizations look for numerator compliance in both administrative and medical record data. The denominator consists of a systematic sample of members drawn from the measure's eligible population. Organizations review administrative data to determine if members in the systematic sample received the service, and review medical record data for members who do not meet the numerator criteria through administrative data. The reported rate is based on members in the sample who received the service required for the numerator.

Measure Eligible Population: Measures are developed to capture the population which is recommended for a particular service, called the eligible population. To define the eligible population, measures often have criteria such as age or diagnosis of a health condition to be included in the eligible population.

Measure Reporting Responsibility: The collection process for each measure will be identified as calculated by the NYSDOH-HH, or will be the responsibility of the Health Home to collect or report.

Measure ID: The HEDIS or NYSDOH-HH Program developed identification number.

Measure Name: The measure name or description is a brief statement of the measure. This will be used in the specifications, reporting templates and Health Home reports containing results of the measures.

NQF Number: If the measure has a measure number from the National Quality Forum, whether currently endorsed or not, the number is included to facilitate access to more detailed specifications. Measures without an NQF number are listed as NA or Not Applicable.

Numerator: Description of criteria to determine compliance for the particular measure (e.g. all patients with an HbA1c test). Note: many measures include specific numerator inclusion and exclusion criteria.

Performance Goal (PG): The majority of measures have a performance goal established to represent the best performance expected in NYS. The goals are used in calculating the gap to goal for the annual improvement targets. This methodology used for establishing performance goals is described in [Section III](#).

Steward: Specifies the organization that maintains or administers the measure (e.g. National Committee for Quality Assurance (NCQA)). The measure steward should be referred to for detailed specifications. This manual provides high-level requirements for collection of the measures.

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution amending the 2022 and 2023 Rensselaer County Adopted Budgets – Public Defender, Conflict Defender, Public Administrator and County Attorney

Requested by: Public Defender, Conflict Defender, Public Administrator and County Attorney

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$970,833.00 current year
\$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding is from the New York State Office of Indigent Legal Services
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____ . Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$970,833.00 and length of time state funding is available through June 30, 2023 and December 31, 2023. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0.00 and ongoing \$ _____
 - e) Other (please explain):
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): Funding is through June 30, 2023 and December 31, 2023.
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This request is to amend the 2022 and 2023 budgets to roll forward unexpended Distribution #7, Distribution #10, Counsel at First Appearance – Distribution #3, Upstate Quality Improvement and Caseload Reduction – Distribution #1, Upstate Quality Improvement and Caseload Reduction – Distribution #2 and Upstate Quality Improvement and Caseload Reduction – Distribution #3 2022 monies into 2023, so the remaining funds can be expended.

Department Head

John Turi, Sandra McCarthy, Henry Bauer and CJ Kempf

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/2

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 RENSSELAER
COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff has been awarded a grant from the New York State Division of Criminal Justice Services in the amount of \$100,000; and

WHEREAS, This grant award will provide funding for the purchase of Body Worn Cameras for the Rensselaer County Office of the Sheriff; and

WHEREAS, All purchases made under this grant will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff			
A.3110.33895 DCJS	\$ 0.00	\$100,000.00	\$100,000.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff			
A.3110.02400 Other Equipment	\$15,708.00	\$100,000.00	\$115,708.00

; and, be it further

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above grant agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

MEMORANDUM

TO: Marc R. St.Germain
FROM: Commissioner Rossana Rosado, Division of Criminal Justice Services
DATE: February 3, 2023
SUBJECT: Body Worn Camera (BWC) Funding Approval Notice

Please be advised that your agency's request to DCJS for Body Worn Camera (BWC) funding has been approved for the amount of \$100,000.00. Payments have been, or will be made, directly to your agency. An executed DCJS local grant contract for this payment will not be necessary.

This is a one-time payment for the purchase of BWCs and software related to BWCs, as your agency submitted to DCJS in the Application for Funding. At this time, DCJS does not have funding to support the continued maintenance of such equipment.

As noted in the BWC Application for Funding, DCJS worked with the NYS Office of General Services (OGS) regarding a state contract for the purchase of BWC equipment. We have been advised that OGS does have a state contract in place available for authorized entities to use for procurement. The link to that contract is <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802ContractorPage.pdf>. If the available equipment meets your agency's needs, we encourage you to purchase through the OGS centralized contract before pursuing other procurement methods.

If your department is not currently an authorized entity/user for OGS contracts, there is additional information on the OGS website on how to register. Please visit the OGS website at <https://ogs.ny.gov/procurement/ogs-centralized-contracts> for more information.

Please be advised that funds used for the purchase of BWCs may be subject to an audit. During an audit, award recipients may be asked to provide documentation supporting equipment purchases, such as invoices and proof of payment. Award recipients are also expected to control the assignment and disposition of BWCs using a suitable equipment inventory tracking method.

As a reminder, all funded agencies must maintain a BWC policy that meets or exceeds the provisions set forth in the Municipal Police Training Council's (MPTC) Body-Worn Camera Model Policy published by the NYS Division of Criminal Justice Services. (See *MPTC “[Body-Worn Camera Model Policy](#),” issued September 2015.*)

DCJS is pleased to be able to provide your agency with funding to support BWCs, which can help improve police officer interactions with the public and serve as an integrated part of your agency's problem-solving and community-engagement strategy. We look forward to working with you in our shared efforts to keep New Yorkers and visitors to our state safe, and ensure a criminal justice system that works for all.

If you have any questions about this award, please contact DCJS at BWCquestions@dcjs.ny.gov and please include “BWC Payment” in Subject Line of the email. Thank you for your partnership.

Cc: Daniel Carroll

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Acceptance of NYS Division of Criminal Justice Services Grant

Requested by: Sheriff's Department

Sponsor(s): Capt. Derek Pyle

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$100,000.00 current year.
\$ unknown - ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Division of Criminal Justice Services Grant
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$100,000.00 and length of time state funding is available through N/A. Is it available for ongoing expenses? Yes __ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0.00 and ongoing \$ unknown.
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): One time
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a one-time payment.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/4

RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution No. G/394/20 authorized the Rensselaer County Sheriff's Office to receive a grant totaling \$30,000.00 from the New York State Office of Homeland Security for the State Law Enforcement Terrorism Prevention Program for the period from September 1, 2020 through August 31, 2023; and

WHEREAS, During fiscal year 2022, the Office of the Sheriff did not expend all of the funds received; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts which need to be rolled forward to 2023; and

WHEREAS, All purchases made under this grant will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

RESOLVED, That any positions, programs, expenditures, agreements and/or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff - Homeland Security A.3644.33061.WMDS.2020.33061 Homeland Security			
	\$30,000.00	(\$16,850.00)	\$13,150.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff - Homeland Security A.3644.02401.WMDS.2020.02401 Other Equipment			
	\$22,000.00	(\$12,190.00)	\$9,810.00
A.3644.04301.WMDS.2020.04301 Telephone			
	\$ 8,000.00	(\$ 4,660.00)	\$3,340.00
Total General Fund Appropriations:		(\$16,850.00)	\$13,150.00

; and, be it further

RESOLVED, That 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff - Homeland Security A.3644.33061.WMDS.2020.33061 Homeland Security	\$0.00	\$16,850.00	\$16,850.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff - Homeland Security A.3644.02401.WMDS.2020.02401 Other Equipment	\$0.00	\$12,190.00	\$12,190.00
A.3644.04301.WMDS.2020.04301 Telephone	\$0.00	\$ 4,660.00	\$ 4,660.00
Total General Fund Appropriations:		\$16,850.00	\$16,850.00

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Rollover of NYS Division of Homeland Security Grant T972802 funds

Requested by: Sheriff's Department

Sponsor(s): Capt. Derek Pyle

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$16,850.00 current year
\$0.00 - ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Office of Homeland Security Grant
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$16,850.00 and length of time state funding is available through 8/31/23. Is it available for ongoing expenses? Yes ___ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0.00 and ongoing \$0.00
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): One time
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by grant revenue.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/8

RESOLUTION AUTHORIZING A CONTRACT FOR FIRE ALARM TESTS AND INSPECTIONS - OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff is required to meet NFPA-72 requirements for standard safety within the workplace which includes proper fire alarm tests and inspections; and

WHEREAS, The Office of the Sheriff has budgeted the necessary funds, in appropriation code A.3152.04420; and

WHEREAS, The purchase of a maintenance agreement of the fire alarm system will be through N.Y.S. contract number PT68816 through Johnson Controls Fire Protection LP, 1399 Vischer Ferry Road, Clifton Park, NY 12065; and

WHEREAS, Johnson Controls Fire Protection is the original installer of fire alarm equipment in the Public Safety Building, has made repairs and performed inspections over the years, and is the preferred vendor for this contract; and

WHEREAS, The agreement with Johnson Controls Fire Protection shall not exceed \$111,750.00 for the 5-year period of March 1, 2023 through February 29, 2028 with the coverage dates and payment schedule as follows:

COVERAGE DATES	PAYMENT AMOUNT
3/1/23-2/29/24	\$22,350.00
3/1/24-2/28/25	\$22,350.00
3/1/25-2/29/26	\$22,350.00
3/1/26-2/28/27	\$22,350.00
3/1/27-2/29/28	\$22,350.00

; and

WHEREAS, The purchase of the maintenance agreement is being made in accordance with the policies and procedures set forth in the Rensselaer county Purchasing Guideline; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced agreement subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



Johnson Controls Fire Protection LP

1399 Vischer Ferry Road

Albany, NY

(802) 318.0745

heather.leigh.clark@jci.com

Service Agreement Renewal

Single or Multi - Site Renewal: Single	Salesperson:	Ship To Address: Rensselaer County Jail 4000 Main Street Troy, NY 12180-5972
Contract Number: 26670108	Heather Clark	Bill To Address: Rensselaer County Jail 4000 Main Street Troy, NY 12180-5972

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 3/1/2023 - 2/29/2028

Scope of Service: See Contract Details on Page 2 & 3

Total Annual Amount: \$ 22,350.00

Renewal Requirements: Customer Requires New Service Agreement

Billing Frequency: Annual

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Rensselaer County

JOHNSON CONTROLS FIRE PROTECTION LP

By: X

By: X
Heather L Clark
Customer Care Rep

Name: _____

Name: Heather L Clark

Date: _____

Date: 2/9/2023

Title: _____

Title: Customer Care Rep

Email: _____

Email: heather.leigh.clark@jci.com

PO #: _____

License #: _____



FIRE ALARM

Previous Plan (Fire Alarm)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Silver or Basic	<ul style="list-style-type: none"> · Test & Inspection · PDF Inspection Reporting · No Labor Discount 	Essential	<ul style="list-style-type: none"> · Test & Inspection · Xaap Electronic Inspection reporting · 10% Labor Discount · Customer Portal
Gold Labor or Precision	<ul style="list-style-type: none"> · Test & Inspection · Labor Coverage · No Parts Discounts · No Labor Discount for services not covered · PDF Inspection Reporting 	Enhanced	<ul style="list-style-type: none"> · Test & Inspection · Labor Coverage & Panel Parts Coverage · 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse & Vandalism) · Xaap Electronic Inspection Reporting · Battery Replacement Option (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.) · Remote Service Support · Smoke Detector Cleaning (at the time of inspections) · Sensitivity Testing (non - addressable panels) Additional Cost
Platinum or Comprehensive	<ul style="list-style-type: none"> · Test and Inspection · System Labor Coverage · System Parts Coverage · Peripheral Part Replacement Coverage · EIR/PDF Inspection Reporting · No Discounts for services not covered under contract 	Expert	<ul style="list-style-type: none"> · Test & Inspection · System Labor Coverage · System Parts Coverage · Peripheral Part Replacement Coverage · Xaap Electronic Inspection Reporting · 20% Discount for services not covered under contract · Battery Replacement Coverage (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.) · Remote Service Support · Smoke Detector Cleaning (at the time of inspection) · Customer Portal



THIS AMENDMENT TO SCOPE OF WORK (the "Amendment"), entered into this 1st day of March, 2023, by and between JOHNSON CONTROLS FIRE PROTECTION LP ("Company"), and Rensselaer County ("Customer") to amend, change, and modify the contract between Company and Customer dated March 1, 2023 (the "Agreement").

WITNESSETH:

The Scope of Work of the Agreement is hereby amended as follows:

This addendum is to change all of the contracts service plan from what Johnsons Controls used to call "Platinum" service to "Expert".

Any equipment and/or services provided pursuant to this Amendment to Scope of Work shall be provided pursuant to the terms and conditions of the Agreement between the parties. The Agreement, as modified herein, constitutes entire agreement between the parties, which can be modified only by a written agreement signed by both parties

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

JOHNSON CONTROLS FIRE PROTECTION LP

("Company")

Rensselaer County

("Customer")

By: Heather L Clark

By: _____

Print Name: Heather L Clark

Print Name: _____

Title: Customer Care Rep

Title: _____



**Additional Service Agreement Notes*

SPECIAL PROVISIONS

PRICING IS PER NYS CONTRACT:

Group #: 77201

Award #: 23150

JCI Contract #: PT68816

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.






32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Intelligent Facility & Security Systems and Solutions (Statewide)	
Award Document  {Revised / Updated}	Contract Period: August 27, 2019 – August 26, 2024
Contract Updates 	Group: 77201 Award: 23150 (Replaces Award: 20191)
Contractor Information 	Use of Contracts: All State Agencies and Non-State Agencies
Contract Modification Documents	Contact Person: Jennifer Stafford Telephone : (518) 473-7145 Email: OGS.sm.SST_security@ogs.ny.gov
Project Checklist	Contract Issued: August 27, 2019 Contract Updated: February 03, 2023
How To Use 	
Historical Details 	
Solicitation Files	
Customer Service	
Description:	
<p>This Award is to provide Intelligent Facility & Security Systems and Solutions throughout the State. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. This contract has two (2) Lots: Lot 1 for Equipment Only, and Lot 2 for Systems & Solutions (Equipment, Installation, Integration, and Maintenance). To obtain Equipment and Services under This Award, Authorized Users should review the "How-to-Use" guide that is part of this Award.</p> <p>This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.</p> <p style="text-align: center;">Install Free Adobe Acrobat Reader for PDF Documents The above PDF files are available in text by calling Customer Services at (518) 474-6717.</p>	



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 77201 – Intelligent Facility & Security Systems and Solutions (Statewide) Classification Code(s): 32, 43, 46, 92
Award Number	: 23150 (Replaces Award 20191)
Contract Period	: August 27, 2019 – August 26, 2024
Bid Opening Date	: June 6, 2019
Date of Issue	: August 27, 2019 (Revised November 15, 2022)
Specification Reference	: As Incorporated In The Solicitation and Contract Award Letters
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies, Authorized Users, Vendors, and all Others	
Name	: Jennifer Stafford
Title	: Contract Management Specialist
Phone	: 518-473-7145
E-mail	: OGS.sm.SST_security@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This Award is to provide Intelligent Facility & Security Systems and Solutions throughout the State. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. This contract has two (2) Lots: Lot 1 for Equipment Only, and Lot 2 for Systems & Solutions (Equipment, Installation, Integration, and Maintenance). To obtain Equipment and Services under This Award, Authorized Users should review the "How-to-Use" guide that is part of This Award.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.

PR # 23150

(continued)

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68808 SBE	2	1-9	I.K. Systems, Inc. 7625 Main St Fishers Victor, NY 14564	161326770	1100004373
PT68809	2	1-9	Idemia Identity & Security USA LLC 296 Concord Rd, Suite 300 Billerica, MA 01821	043320515	1100200065
PT68810 SBE	1	1, 2, 3	Idesco Corporation 37 W 26th St, 10th Floor New York, NY 10010	130867868	1000006068
PT68811 SBE	2	1, 2, 3	Intelli-Tec Security Services, LLC 150 Eileen Way Syosset, NY 11791	113580229	1100004360
PT68812	2	1-9	Intervid, Inc. 5111 Pegasus Court, Suite C Frederick, MD 21704	521368578	1000044914
PT68813 SBE	2	1-9	Intralogic Solutions, Inc. 511 Ocean Ave Massapequa, NY 11758	201681666	1000041514
PT68814 WBE SBE	2	1, 2, 3, 4	ITG Larson, Inc. 155 Lafayette Ave White Plains, NY 10603	113395980	1100126890
PT68815 MBE SBE	2	1, 2, 3	J Fire Protection, Inc. d/b/a Star Fire Protection Co 224-50 Braddock Ave Queens Village, NY 11428	201831870	1100082145
PT68816	2	1-9	Johnson Controls Fire Protection LP 1399 Vischer Ferry Crescent Rd Clifton Park, NY 12065	582608861	1000032326
PT68817	2	1-9	Johnson Controls, Inc. 5757 North Green Bay Ave Milwaukee, WI 53201-0591	390380010	1000040717
PT68818	2	1-9	Johnson Controls Security Solutions, LLC 16 Jupiter Lane, Suite 5 Albany, NY 12205	581814102	1000018330
PT68819	2	1-9	Kelley Bros, LLC 317 E Brighton Avenue Syracuse, NY 13205	150511382	1000007335
PT68820 SBE	1	1-9	Kintronics, Inc. 500 Executive Blvd, #202 Ossining, NY 10562	132913208	1000019534
PT68824	2	1-9	Life Safety Engineered Systems, Inc. 60 Sonwil Dr Buffalo, NY 14225	161461069	1000003669
PT68825	2	1-9	Linstar, Inc. 430 Lawrence Bell Drive Buffalo, NY 14221	161559780	1000008366





Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: November 15, 2022

Group 77201 – INTELLIGENT FACILITY AND SECURITY SYSTEMS & SOLUTIONS (Statewide)		
Award Number:	<u>23150</u>	Contract Period <i>August 27, 2019 – August 26, 2024</i>

Product Line and Systems Matrix

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PT68805 SB	GREATER NIAGARA MECHANICAL INC 7311 WARD RD NORTH TONAWANDA, NY 14120	Federal ID: 208558602 NYS Vendor ID: 1000030241	<u>Contact Information</u> <u>Pricing Information</u>
PT68806 SB WB	HELLO ALERT 577 BROOK AVENUE DEER PARK, NY 11729	Federal ID: 200368439 NYS Vendor ID: 1000041894	<u>Contact Information</u> <u>Pricing Information</u>
PT68807	HONEYWELL INTERNATIONAL INC dba HONEYWELL BUILDING SOLUTIONS 14 COLUMBIA CIRCLE DRIVE SUITE 101 ALBANY, NY 12203	Federal ID: 222640650 NYS Vendor ID: 1000030448	<u>Contact Information</u> <u>Pricing Information</u>
PT68809	IDEMIA IDENTITY & SECURITY USA LLC 296 CONCORD ROAD SUITE 300 BILLERICA, MA 01821	Federal ID: 043320515 NYS Vendor ID: 1100200065	<u>Contact Information</u> <u>Pricing Information</u>
PT68810 SB	IDESCO CORPORATION 37 WEST 26 STREET 10TH FL NEW YORK, NY 10010	Federal ID: 130867868 NYS Vendor ID: 1000006068	<u>Contact Information</u> <u>Pricing Information</u> <u>Lot 1 Authorized Dealers</u>
PT68808 SB	I.K. SYSTEMS INC 7625 MAIN ST FISHERS VICTOR, NY 14564	Federal ID: 161326770 NYS Vendor ID: 1100004373	<u>Contact Information</u> <u>Pricing Information</u>
PT68812	INTERVID INC 5340 SPECTRUM DRIVE SUITE I FREDERICK, MD 21703	Federal ID: 521368578 NYS Vendor ID: 1000044914	<u>Contact Information</u> <u>Pricing Information</u>
PT68811	INTELLI-TEC SECURITY SERVICES LLC 150 EILEEN WAY UNIT 2 SYOSSET, NY 11791	Federal ID: 113580229 NYS Vendor ID: 1100004360	<u>Contact Information</u> <u>Pricing Information</u>
PT68813	INTRALOGIC SOLUTIONS LLC 511 OCEAN AVE MASSAPEQUA, NY 11758	Federal ID: 201681666 NYS Vendor ID: 1000041514	<u>Contact Information</u> <u>Pricing Information</u>
PT68814 SB WB	ITG LARSON INC 155 LAFAYETTE AVE WHITE PLAINS, NY 10603	Federal ID: 113395980 NYS Vendor ID: 1100126890	<u>Contact Information</u> <u>Pricing Information</u>
PT68815 SB MB	J FIRE PROTECTION INC dba STAR FIRE PROTECTION CO 224-50 BRADDOCK AVE QUEENS VILLAGE, NY 11428	Federal ID: 201831870 NYS Vendor ID: 1100082145	<u>Contact Information</u> <u>Pricing Information</u>
PT68816	JOHNSON CONTROLS FIRE PROTECTION LP 1399 VISCHER FERRY CRESCENT RD CLIFTON PARK, NY 12065	Federal ID: 582608861 NYS Vendor ID: 1000032326	<u>Contact Information</u> <u>Pricing Information</u>
PT68817	JOHNSON CONTROLS INC 5757 NORTH GREEN BAY AVENUE P O BOX 591 MILWAUKEE, WI 53201	Federal ID: 390380010 NYS Vendor ID: 1000040717	<u>Contact Information</u> <u>Pricing Information</u>
PT68818	JOHNSON CONTROLS SECURITY SOLUTIONS LLC 16 JUPITER LANE SUITE 5 ALBANY, NY 12205	Federal ID: 581814102 NYS Vendor ID: 1000018330	<u>Contact Information</u> <u>Pricing Information</u>





Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

INVOICE NO.
23352209

INVOICE DATE
02-01-23

CUSTOMER PO



District # 101
1399 Vischer Ferry Rd
CLIFTON PARK, NY 12065-6325
518-952-6040

CONTRACT #
26670108

MODIFIER
R01-SEP-2022

PAYMENT TERMS
NET 30

Bill To: 101-01918564

Rensselaer County Jail
4000 Main St
TROY, NY 12180-5972

Ship To: 101-01918564

Rensselaer County Jail
4000 Main St
TROY NY 12180-5972

Requestors Name: McLean, Clifford

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Rensselaer County Jail-4000 Main St-01918564	01-MAR-23	29-FEB-28

INVOICE NOTES:

This is your annual invoice for the Service Agreement on the Fire Alarm system located at 4000 Main Street in Troy, NY 12180.

Total Contract Amount	-	\$111,750.00	Amount Of Current Invoice	-	\$22,350.00
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$22,350.00
			Payment Received	-	\$0.00
Total Amount Due					\$22,350.00



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
\$22,350.00

BILL TO: Rensselaer County Jail
101-01918564

INVOICE NUMBER: 23352209

SHIP TO: Rensselaer County Jail
101-01918564

INVOICE DATE: 02-01-23

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine, IL 60055-0320

6002235000223352209



District # 101
 1399 Vischer Ferry Rd
 CLIFTON PARK, NY
 12065-6325

Johnson Controls Fire Protection LP

INVOICE NO.
 23352209



DATE OF INVOICE
 02-01-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)	01-MAR-23	29-FEB-24	4000 Main St, , TROY, NY	SYSTEM-FA-SIMPLEX 4100U	1	SIMPLEX 4100U SYSTEM	\$22,350.00
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	2	Annunciator	
				FA-SMOKE DET ADDR	528	Smoke Sensor Addressable	
				FA-HEAT DETECTOR	91	Heat Detector Restorable	
				FA-DUCT SENSOR	99	Duct Sensor Addressable	
				FA-PULL	31	Pull Station	
				FA-NOTIFICATION APPL	379	Audio-Visual Notification Conventional	
				FA-IAM/ZAM	45	Monitor IAM/ZAM/Relay	
				FA-TRUEINSIGHT REMOTE SVC	1	TrueInsight Remote Service (Do NOT Use)	

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Service Contract – Fire Alarm Tests and Inspections

Requested by: Cliff McLean

Sponsor(s): Sheriff's Department

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$22,350.00 current year
\$22,350.00 expenses per year

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

 - d) Tax levy impact for current year \$22,350.00 and ongoing

 - e) Other (please explain) \$ _____

- 3) Is this expense or program mandated? Yes No _____

- 4) Length of expense or project (one time only, ongoing, etc.): Ongoing

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Service contract required to ensure NFPA-72 compliance for standard safety within the jail.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/10

RESOLUTION AUTHORIZING AN AGREEMENT FOR THE 911 PHONE SYSTEM SUPPORT - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Bureau of Public Safety has entered into an agreement with Central Square formerly Tritech; and

WHEREAS, The Rensselaer County Bureau of Public Safety seeks legislative authorization to renew a maintenance agreement for the 911 phone system support; and

WHEREAS, The contract description, vendor, source of funding of the same, the total amount to be expended over the life of the of the same, which shall not exceed budgeted appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
911 Phone System Maintenance 4/26/2023- 4/25/2024	Central Square 100 Business Center Dr Lake Mary, FL 32746	A.3020.04420	\$89,706.73

; and

WHEREAS, All purchases will be made in accordance with the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer;

; now, therefore be it

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above-referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

Renewal Order #: Q-121297
Start Date: April 26, 2023
End Date: April 25, 2024
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems**Renewal Order prepared for:**
Paul Glasser, Deputy Director
Rensselaer County Bureau of Public Safety (BPS)
4000 Main Street
Troy, NY 12180
(518) 266-3320

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Inform 911 Analytics	1	0.00 USD
2.	Inform 911 Clock	1	0.00 USD
3.	Inform 911 Fax ALI	1	0.00 USD
4.	Inform 911 Listener	1	0.00 USD
5.	Inform 911 Paging	1	0.00 USD
6.	Inform 911 Position	2	2,385.37 USD
7.	911 Hardware	1	61,440.11 USD
8.	Backroom Hardware	1	0.00 USD
9.	Workstation Hardware	1	0.00 USD
10.	Inform 911 Software	1	25,881.25 USD

Renewal Order Total: 89,706.73 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/11

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR THE NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2023
RENSSELAER COUNTY ADOPTED BUDGET- BUREAU OF PUBLIC SAFETY**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County has been awarded a federal grant in the amount of \$180,000, and required a non-federal matching share of \$20,000 for Multi-Jurisdictional Hazard Mitigation plan update; and

WHEREAS, This Grant will provide funding to the Bureau of Public Safety to complete the 2024 Multi-Jurisdictional hazard plan update; and

WHEREAS, The plan includes all 22 municipalities within the County and consists of participation of agencies, stakeholders and the public, to complete risk identification and assessment, mitigation strategy, plan adoption and maintenance; and

WHEREAS, The grant is for a period of three years from November 30, 2022 through February 28, 2025 ; now, therefore be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and is hereby is amended as follows:

2023 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3640.43800.HMGP.2023.43880 Other Public Safety Grants	\$0.00	\$200,000	\$200,000

2023 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3640.04900.HMGP.2023.04900 Professional Services	\$0.00	\$200,000	\$200,000

; and, be it further

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above-referenced grant agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



FEMA

November 30, 2022

Ms. Rayana Gonzales
Alternate Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, New York 12242

Attn: Marlene D. White, Chief of Mitigation

RE: FEMA-4480-DR-NY
Hazard Mitigation Grant Program (HMGP)
HMGP Project #4480-0008
Rensselaer County
Multi-Jurisdictional Hazard Mitigation Plan Update - Project Approval Letter

Dear Ms. Gonzales:

The Federal Emergency Management Agency (FEMA) has completed review of the New York State Division of Homeland Security and Emergency Services (DHSES) for funding of the Hazard Mitigation Program (HMGP) project number 4480-0008 for the Rensselaer County Multi-Jurisdictional Hazard Mitigation Plan. DHSES as the grant recipient (hereinafter known as the Recipient) will administer this sub-grant award to the Rensselaer County (hereinafter known as the Sub-Recipient).

Funding has been made available in an amount not to exceed total project costs of \$200,000 with a federal share of \$180,000 and the required non-Federal matching share of \$20,000. In addition, Sub-Recipient management costs were also requested and will be made available for an amount not to exceed a total cost of \$10,000. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 44 CFR Part 207. Approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached Conditions of Approval [COA]).

The Period of Performance (POP) deadline of February 1, 2026, has been established for this grant program. DHSES will administer this sub-grant within the grant program POP. This POP provides ample time for the Sub-Recipient to complete all activities identified within the approved scope of work, and to address any potential delays that may arise due to permitting requirements, weather conditions or other unforeseen circumstances. It also includes sufficient time for DHSES to conclude its administrative contract requirements after the project is completed.

The approved Scope of Work (SOW) outlined in the application includes Rensselaer County's Multi-Jurisdictional Hazard Mitigation Plan 2024 Update. The plan includes all 22 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard

identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

Any change to the approved Scope of Work as identified within the application must be submitted to FEMA Region 2 for consideration and approval prior to implementation. This includes any potential extension of the Sub-Recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA Region 2's approval may jeopardize funding for the sub-grant project as a whole. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-Recipients are aware of requirements imposed upon them by Federal Statute and regulations.

Please be advised that the Local Mitigation Planning Policy Guide FP 206-21-0002 (Guide, Policy) was released on April 19, 2022, and is effective on April 19, 2023. The Guide is FEMA's official policy and interpretation of the applicable statutes and mitigation planning regulations at 44 Code of Federal Regulations (CFR) Part 201. The policy applies to state and local governments that update and implement state and local mitigation plans as well as FEMA officials who review and approve those plans. This updated policy will become effective on April 19, 2023. The transition period before policy changes take effect for mitigation plan approvals provides time for state and local governments to review and incorporate the changes needed for an approved hazard mitigation plan. Plans that are not approved by the effective date will have to meet the requirements established in the updated policies. The guide and frequently ask questions are available on the following links: [Local Mitigation Planning Policy Guide \(fema.gov\)](https://www.fema.gov/local-mitigation-planning-policy-guide) and, [FAQs: Updates to State and Local Mitigation Planning Policy Guides \(fema.gov\)](https://www.fema.gov/faq-local-mitigation-planning-policy-guides).

FEMA urges your office to meet with the Sub-Recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-Recipient in the implementation of this project.

Should you have any questions or require additional information, please contact Sharon Edwards, Hazard Mitigation Assistance Branch Chief at (212) 680-3633 or by email at Sharon.Edwards@fema.dhs.gov.

Sincerely,

Michael F. Moriarty
Mitigation Division Director
FEMA Region 2

Enclosure: Conditions of Approval (COA)

CONDITIONS OF APPROVAL
HMGP Project: 4480-0008
Rensselaer County
Multijurisdictional Hazard Mitigation Plan Update

FEMA Region 2 approval is contingent upon fulfillment of all the following conditions:

1. Approved Scope of Work

The approved Scope of Work (SOW) outlined in the application includes Rensselaer County's Multi-Jurisdictional Hazard Mitigation Plan 2024 Update. The plan includes all 22 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

2. Scope of Work Changes

In accordance with 2 CFR Section 200.308, pass-through entities must obtain FEMA's prior approval whenever there is a proposed scope of work (SOW) change. Requests for changes to the SOW after award are permissible if they are consistent with the intent of the program. Requests must be made in writing and demonstrate the need for the scope change. The request also should include a revised scope, schedule, and budget. Any SOW changes are subject to all programmatic requirements, including EHP review requirements. All approvals will be at FEMA's discretion.

3. Other Regulatory Requirements

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.

4. Budget Changes

Recipients and Sub-Recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

5. Project Completion Schedule

The sub-grant project must be completed under the project schedule provided by the *Sub-Recipient* within the project application, as finalized prior to project approval. The project completion date for this sub-grant award is February 1, 2026. Changes to this schedule would be considered a SOW change and therefore must be pre-approved by FEMA and the grant Recipient. Please note, the sub-

CONDITIONS OF APPROVAL
HMGP Project: 4480-0008
Rensselaer County
Multijurisdictional Hazard Mitigation Plan Update

grant project schedule is unique and separate from the grant Period of Performance (POP). The grant POP is the period during which the Recipient (DHSES) is expected to administer all HMGP activities under the declared disaster.

6. Period of Performance Extensions

In order for the Sub-Recipient to be considered for a period of performance extension, DHSES must submit a formal written request to the Regional Administrator no later than sixty (60) days prior to the expiration of the period of performance and must include a justification for the extension. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project within the requested extended period of performance. Other information required with this request includes: a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered into by Sub-Recipient with vendors; percentage of work completed, and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

7. Reporting Requirements

Recipients and Sub-Recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due 30 days of the end of the first federal quarter following the initial grant award. FEMA may waive the initial reports. The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur.

8. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-Recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.

CONDITIONS OF APPROVAL
HMGP Project: 4480-0008
Rensselaer County
Multijurisdictional Hazard Mitigation Plan Update

- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the Sub-Recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

9. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

10. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work.
- The approved work was completed, and the mitigation measure follows the provisions of the FEMA-STATE Agreement.
- Each sub-grant has been completed in compliance with the approved SOW.
- Actual expenditures have been documented and are consistent with the SF-424A or SF-424C.
- All program income has been deducted from total project costs as specified in 2 CFR Part 200.80.
- All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project. (If applicable)
- For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted to FEMA. (If applicable)
- The activity is consistent with 44 CFR Part 201 and 206.
- The Sub-Recipient can claim management costs incurred up to whichever of the following occurs first:
 - 180 days after work is completed for the non-management cost HMGP project for the declaration. OR

CONDITIONS OF APPROVAL

HMGP Project: 4480-0008

Rensselaer County

Multijurisdictional Hazard Mitigation Plan Update

- 180 days after the latest performance period for the non-management cost HMGP project.
OR

- The recipient management cost award has been closed out.

When one of the conditions is triggered, the timeframe for the Sub-Recipient to submit their management cost claim begins.

Sub-Recipients must submit final reporting to the pass-through entity no later than 90 days after the end of the Period of Performance. To ensure that this requirement is met, the Recipient will ask the Sub-Recipient to submit final payment request within sufficient time after project completion to allow time to close the project. The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR Sections 200.343 and 200.344.



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

Attachment F1

December 22, 2022

Steven F. McLaughlin
County Executive
Rensselaer County
99 Troy Road
East Greenbush, NY 12061

RE: Hazard Mitigation Grant Program (HMGP) 4480-0008
Rensselaer County Multi-hazard Multijurisdictional Hazard Mitigation Plan Update
Sub-grant Activity Completion Timeframe (ACT)

Dear Steven F. McLaughlin:

The New York State Division of Homeland Security and Emergency Services (NYSDHSES) is pleased to inform you that the Federal Emergency Management Agency (FEMA) has approved the Rensselaer County Multi-hazard Multijurisdictional Hazard Mitigation Plan Update. Attached is a copy of the FEMA approval letter dated November 30, 2022 for your review.

Listed below are start and end dates for Rensselaer County to complete the approved activities as previously set forth in FEMA's Approval Letter:

Project Start Date: 11/30/2022
Project Completion Date: 2/28/2025

All other Terms and Conditions of FEMA's original approval remain unchanged.

Should you have any questions, please call your Hazard Mitigation Planning Manager, Beth O'Reilly at (518) 292-1153.

Sincerely,

Kevin Clapp

Digitally signed by Kevin
Clapp
Date: 2023.01.05
10:30:40 -05'00'

Kevin Clapp
Supervisor – Hazard Mitigation Planning

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Resolution authorizing acceptance of a grant for the Hazard Mitigation plan update

Requested by: Jay Wilson

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any:) current year
\$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ : and length of time state funding is available until _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No
- 4) Length of expense or project (one time only, ongoing, etc.):
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The request is to authorize acceptance of Hazard Mitigation Plan Update grant. Local Match is in kind services.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/13

RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution No. G/470/22 authorized the acceptance of a one-year grant award in the amount of \$111,014.00 from the New York State Division of Criminal Justice Services ("DCJS") for the period of October 1, 2022 through September 30, 2023; and

WHEREAS, There are unexpended monies for the District Attorney's Office; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts, which need to be budgeted within 2023; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2022 GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
DA-DCJS-Parole Reentry-SA	A.1165.33902	RTF.2022.33902	\$22,263	(\$1,819)	\$20,444

2022 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
Travel	A.1165.04010	RTF.2022.04010	\$150	(\$109)	\$41
Contractual Agency	A.1165.04800	RTF.2022.04800	\$1,710	(\$1,710)	\$0
		TOTAL:	\$1,860	(\$1,819)	\$41

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2023 GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	CURRENT	CHANGE	REVISED
DA-DCJS-Parole Reentry-SA	A.1165.33902	RTF.2022.33902	\$0	\$90,570	\$90,570

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	CURRENT	CHANGE	REVISED
DISTRICT ATTORNEY					
Personnel Services					
<i>Re-entry Coordinator</i>	A.1165.01007	RTF.2022.01007	\$0	\$46,970	\$46,970
Travel	A.1165.04010	RTF.2022.04010	\$0	\$1,159	\$1,159
Telephone	A.1165.04300	RTF.2022.04300	\$0	\$282	\$282
Office Supplies	A.1165.04550	RTF.2022.04550	\$0	\$5,553	\$5,553
Program expenditures	A.1165.04700	RTF.2022.04700	\$0	\$3,200	\$3,200
Contractual Agency	A.1165.04800	RTF.2022.04800	\$0	\$18,840	\$18,840
State Retirement	A.1165.08001	RTF.2022.08001	\$0	\$4,932	\$4,932
Vision	A.1165.08002	RTF.2022.08002	\$0	\$27	\$27
Social Security	A.1165.08003	RTF.2022.08003	\$0	\$3,448	\$3,448
Medical Insurance	A.1165.08006	RTF.2022.08006	\$0	\$6,007	\$6,007
Dental	A.1165.08007	RTF.2022.08007	\$0	\$152	\$152
		TOTAL:	\$0	\$90,570	\$90,570

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date December 13, 2022

Resolution No. G/470/22

**RESOLUTION AUTHORIZING ACCEPTANCE OF AN AWARD FROM THE NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2022 RENSSELAER
COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County District Attorney's Office was awarded a one-year grant renewal from the New York State Division of Criminal Justice Services in the amount of \$111,014.00 for the period of October 1, 2022 through September 30, 2023; and

WHEREAS, The grant award will provide for a just under 25% funding (\$22,263.00) in 2022, with the remaining balance \$88,751.00, of the grant to be budgeted within the 2023 Rensselaer County Adopted Budget for the salary, fringe benefits and various contractual appropriations for a Re-Entry Coordinator whose primary focus will be to help with the reintegration process of parolees returning to Rensselaer County; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DA - DCJS - Parole Reentry-SA			
A.1165.33902 RTF.2022.33902	\$ 0.00	\$22,263.00	\$22,263.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
District Attorney - Parole Re-entry			
A.1165.01007 RTF.2022.01007			
Reentry Coordinator	\$ 0.00	\$15,657.00	\$15,657.00

GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
District Attorney - Parole Re-entry (Continued)			
A.1165.04010 RTF.2022.04010 Travel	\$ 0.00	\$ 150.00	\$ 150.00
A.1165.04300 RTF.2022.04300 Telephone	\$ 0.00	\$ 94.00	\$ 94.00
A.1165.04800 RTF.2022.04800 Contractual Agency	\$ 0.00	\$ 1,710.00	\$ 1,710.00
A.1165.08001 RTF.2022.08001 State Retirement	\$ 0.00	\$ 1,644.00	\$ 1,644.00
A.1165.08002 RTF.2022.08002 Vision	\$ 0.00	\$ 9.00	\$ 9.00
A.1165.08003 RTF.2022.08003 Social Security	\$ 0.00	\$ 1,148.00	\$ 1,148.00
A.1165.08006 RTF.2022.08006 Medical Insurance	\$ 0.00	\$ 1,802.00	\$ 1,802.00
A.1165.08007 RTF.2022.08007 Dental	\$ 0.00	\$ <u>49.00</u>	\$ 49.00

Total General Fund Appropriations: \$22,263.00

; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced grant agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

December 13, 2022

Clerk of the Legislature

Sent to County Executive 12/14/22

Received from County Executive 01/19/23

Jessica R. Chan
Clerk of the Legislature



Executive Action

Approved Date 12/14/22

Disapproved
Veto Message Attached and Returned to Clerk

[Signature]
County Executive



[Back](#)

[Menu](#) [Forms Menu](#) [Status Changes](#) [Management Tools](#) [Progress Reports and Related Documents](#)

Document Information: [DCJ01-RE-2019-00012\(4\)](#)

Parent Information: [DCJ01-RE-2019-00012](#)

[Details](#)

EXPENDITURE SUMMARY

Instructions:

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$62,627.00	\$0	0%	0%	\$0	\$62,627.00
b) Fringe	\$19,218.00	\$0	0%	0%	\$0	\$19,218.00
Subtotal	\$81,845.00	\$0	0%		\$0	\$81,845.00
2. Non Personal Services						
a) Contractual	\$18,840.00	\$0	0%	0%	\$0	\$18,840.00
b) Travel	\$1,200.00	\$0	0%	0%	\$0	\$1,200.00
c) Equipment	\$0	\$0	0%	0%	\$0	\$0
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$5,553.00	\$0	0%	0%	\$0	\$5,553.00
f) Other	\$3,576.00	\$0	0%	0%	\$0	\$3,576.00
Subtotal	\$29,169.00	\$0	0%		\$0	\$29,169.00
Total	\$111,014.00	\$0	0%	0%	\$0	\$111,014.00
PERIOD TOTAL	\$111,014.00					

4054191

[Top of the Page](#)

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LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: x P Resolution: _____

Title of Legislation: RESOLUTION AMENDING THE 2022 AND 2023 RENNELAER COUNTY ADOPTED BUDGETS – DISTRICT ATTORNEY

Requested by: Mary Pat Donnelly

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$0.00 for current year _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Division of Criminal Justice Services
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$0.00 and length of time state funding is available October 1, 2023 – September 30, 2023. Is it available for ongoing expenses? Yes X or No _____ (has to be renewed)
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$0.00 (Contractual agencies are 100% funded through the Re-entry grant).
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No x
- 4) Length of expense or project (one time only, ongoing, etc.): Parole Reentry program funded through September 30, 2023

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____

Mary Pat Donnelly
Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/14

RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County District Attorney's Office was awarded a \$992,456.46 three-year grant award from the New York State Office of Victim Services for the period of October 1, 2022 through September 30, 2025 and

WHEREAS, Resolution G/369/22 authorized the following amount for the first year, October 1, 2022 through September 30, 2023: \$330,818.82, (25 percent) or \$77,254.00.00 was placed in the 2022 Budget and 75 percent (\$253,564.82 was budgeted in 2023); and

WHEREAS, During the fiscal year 2022, the Office of the District Attorney did not expend all of the funds received; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts which need to be rolled over forward to 2023: and

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2022 GENERAL FUND REVENUE

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY					
DCJS-Crime Victims Board	A.1168.30311	OVS.D3Y1.30311	\$77,254	(\$9,634)	\$67,620

2022 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY					
Personnel Services					
Victim Liaison (8562)	A.1168.01007	OVS.D3Y1.01007	\$11,789	(\$310)	\$11,479
Furniture	A.1168.02100	OVS.D3Y1.02100	\$3,250	(\$3,250)	\$0
Telephone	A.1168.04300	OVS.D3Y1.04300	\$718	(\$208)	\$510
Program Expenditures	A.1168.04700	OVS.D3Y1.04700	\$5,000	(\$2,873)	\$2,127
State Retirement	A.1168.08001	OVS.D3Y1.08001	\$7,303	(\$974)	\$6,329
Vision	A.1168.08002	OVS.D3Y1.08002	\$37	(\$8)	\$29
Social Security	A.1168.08003	OVS.D3Y1.08003	\$4,139	(\$161)	\$3,978
Medical Insurance	A.1168.08006	OVS.D3Y1.08006	\$5,405	(\$1,802)	\$3,603
Dental	A.1168.08007	OVS.D3Y1.08007	\$144	(\$48)	\$96
		TOTAL:	\$37,785	(\$9,634)	\$28,151

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2023 GENERAL FUND REVENUE

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY					
DCJS-Crime Victims Board	A.1168.30311	OVS.D3Y1.30311	\$253,565	\$9,634	\$263,199

2023 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY					
Personnel Services					
Victim Liaison (8562)	A.1168.01007	OVS.D3Y1.01007	\$35,369	\$310	\$35,679
Furniture	A.1168.02100	OVS.D3Y1.02100	\$3,063	\$3,250	\$6,313
Telephone	A.1168.04300	OVS.D3Y1.04300	\$2,282	\$207	\$2,489
Program Expenditures	A.1168.04700	OVS.D3Y1.04700	\$29,500	\$2,873	\$32,373
State Retirement	A.1168.08001	OVS.D3Y1.08001	\$13,407	\$993	\$14,400

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Vision	A.1168.08002	OVS.D3Y1.08002	\$102	\$8	\$110
Social Security	A.1168.08003	OVS.D3Y1.08003	\$10,260	\$595	\$10,855
Medical Insurance	A.1168.08006	OVS.D3Y1.08006	\$17,075	\$1,362	\$18,437
Dental	A.1168.08007	OVS.D3Y1.08007	\$397	\$36	\$433
TOTAL:			\$111,455	\$9,634	\$121,089

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

	FT 2023	LFT 2023	PT 2023	ACTUAL 2021	BUDGET AS MODIFIED 2022	DEPARTMENT REQUEST 2023	BUDGET OFFICER RECOMMEND 2023	ADOPTED BUDGET 2023
A.1168.OVS.D3Y1 - DA Victims Assistance Program								
Expenses								
1 - Personnel Services								
On Call Stipend					250.00	0.00	750.00	750.00
Town Court Victim Liaison	1				11,789.00	0.00	35,369.00	35,369.00
Victim Assistant Program Director	1				21,180.00	0.00	63,538.00	63,538.00
Victim Assistant Program Assistant	1				9,234.00	0.00	27,703.00	27,703.00
Victim Liaison	1				11,789.00	0.00	35,369.00	35,369.00
1 - Personnel Services Total	4			0.00	54,242.00	0.00	162,729.00	162,729.00
2 - Equipment								
A.1168.02100 - Furniture				0.00	3,250.00	0.00	3,063.00	3,063.00
A.1168.02400 - Other Equipment				0.00	0.00	0.00	1,750.00	1,750.00
2 - Equipment Total				0.00	3,250.00	0.00	4,813.00	4,813.00
4 - Contractual								
A.1168.04010 - Travel				0.00	0.00	0.00	10,000.00	10,000.00
A.1168.04300 - Telephone				0.00	718.00	0.00	2,282.00	2,282.00
A.1168.04550 - Office Supplies				0.00	0.00	0.00	3,000.00	3,000.00
A.1168.04700 - Program Expenditures				0.00	5,000.00	0.00	29,500.00	29,500.00
4 - Contractual Total				0.00	5,718.00	0.00	44,782.00	44,782.00
8 - Employee Benefits								
A.1168.08001 - State Retirement				0.00	7,303.00	0.00	13,407.00	13,407.00
A.1168.08002 - Vision				0.00	37.00	0.00	102.00	102.00
A.1168.08003 - Social Security				0.00	4,149.00	0.00	10,260.00	10,260.00
A.1168.08006 - Medical Insurance				0.00	5,404.00	0.00	17,075.00	17,075.00
A.1168.08007 - Dental				0.00	144.00	0.00	397.00	397.00
8 - Employee Benefits Total				0.00	17,037.00	0.00	41,241.00	41,241.00
Expenses Total				0.00	80,247.00	0.00	253,565.00	253,565.00
Revenue								
A.1168.30311 - DCJS - Crime Victims Board				0.00	(77,254.00)	0.00	(253,565.00)	(253,565.00)
Revenue Total				0.00	(77,254.00)	0.00	(253,565.00)	(253,565.00)
A.1168. OVS.D3Y1 - DA Victims Assistance Program				0.00	2,993.00	0.00	0.00	0.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 13, 2022

Resolution No. G/369/22

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE OFFICE
OF VICTIM SERVICES AND AMENDING THE 2022 RENSSELAER COUNTY ADOPTED BUDGET
- DISTRICT ATTORNEY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The New York State Office of Victim Services has awarded a \$992,456.46 three-year grant to the Rensselaer County District Attorney's Office for the period of October 1, 2022 through September 30, 2025; and

WHEREAS, The annual award amount has been allocated for the respective years as follows:

October 1, 2022 through September 30, 2023:

\$330,818.82 (approximately 25% of the grant monies to be placed in the 2022 budget and remaining funds to be budgeted in the 2023 budget); and

October 1, 2023 through September 30, 2024:

\$330,818.82 (25% of the grant monies to be placed in the 2023 budget and 75% to be placed in the 2024 budget); and

October 1, 2024 through September 30, 2025:

\$330,818.82 (25% of the grant monies to be placed in the 2024 budget and 75% to be placed in the 2025 budget); and

WHEREAS, The grant award provides for the salary and partial fringe benefits and various appropriations for the Victim Assistance Program Director, three Victim Liaison staff, and one Victim Assistance Program Assistant; and

WHEREAS, The primary focus of this grant will be to continue to provide services to victims of crime in Rensselaer County; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DCJS - Crime Victims Board			
A.1168.30311 OVS.D3Y1.30311	\$ 0.00	\$77,254.00	\$ 77,254.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
District Attorney			
A.1165.08001 State Retirement	\$218,161.00	\$(1,284.00)	\$216,877.00
A.1165.08002 Vision	\$ 1,202.00	\$ (5.00)	\$ 1,197.00
A.1165.08003 Social Security	\$132,510.00	\$ (729.00)	\$131,781.00
A.1165.08006 Medical Insurance	\$391,473.00	\$ (950.00)	\$390,523.00
A.1165.08007 Dental	\$ 4,408.00	\$ (25.00)	\$ 4,383.00
DA - Victim Assistance Program			
A.1168.01007 OVS.D3Y1.01007			
On-call Stipend (5650)	\$ 0.00	\$ 250.00	\$ 250.00
A.1168.01007 OVS.D3Y1.01007 Town			
Court Victim Liaison (8095)	\$ 0.00	\$11,789.00	\$ 11,789.00
A.1168.01007 OVS.D3Y1.01007 Victim Assistant			
Program Director (8547)	\$ 0.00	\$21,180.00	\$ 21,180.00
A.1168.01007 OVS.D3Y1.01007 Victim Assistance			
Program Assistant (8548)	\$ 0.00	\$ 9,234.00	\$ 9,234.00
A.1168.01007 OVS.D3Y1.01007			
Victim Liaison (8562)	\$ 0.00	\$11,789.00	\$ 11,789.00
A.1168.02100 OVS.D3Y1.02100			
Furniture	\$ 0.00	\$ 3,250.00	\$ 3,250.00
A.1168.04300 OVS.D3Y1.04300			
Telephone	\$ 0.00	\$ 718.00	\$ 718.00
A.1168.04700 OVS.D3Y1.04700			
Program Expenditures	\$ 0.00	\$ 5,000.00	\$ 5,000.00
A.1168.08001 OVS.D3Y1.08001			
State Retirement	\$ 0.00	\$ 7,303.00	\$ 7,303.00
A.1168.08002 OVS.D3Y1.08002			
Vision	\$ 0.00	\$ 37.00	\$ 37.00
A.1168.08003 OVS.D3Y1.08003			
Social Security	\$ 0.00	\$ 4,149.00	\$ 4,149.00
A.1168.08006 OVS.D3Y1.08006			
Medical Insurance	\$ 0.00	\$ 5,404.00	\$ 5,404.00

GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1168.08007 OVS.D3Y1.08007 Dental	\$ 0.00	\$ <u>144.00</u>	\$ 144.00
Total General Fund Appropriations:		\$77,254.00	

; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign for the above-referenced grant award, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes: 19
Nays: 0
Abstain: 0
September 13, 2022

Clerk of the Legislature

Sent to County Executive 9/14/22

Received from County Executive 9/14/22

Justica L. Chan
Clerk of the Legislature



Executive Action

Approved Date 9/14/22

Disapproved _____
Veto Message Attached and Returned to Clerk

[Signature]
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: **RESOLUTION AMENDING THE 2022 AND 2023
RENSELAER COUNTY ADOPTED BUDGET– DISTRICT ATTORNEY**

Requested by District Attorney

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 0 current year
\$ 0 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Office of Victim Services

a) For federal funding: amount \$ 0.00 and length of time federal funding is available October 1, 2021– September 30, 2022. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 0 and ongoing \$ _____

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Office of Victim Services funded through September 30, 2023.

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head

Mary Pat Donnelly

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/15

RESOLUTION AUTHORIZING A CONTRACT ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET- PUBLIC DEFENDER, CONFLICT DEFENDER, AND PUBLIC ADMINISTRATOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County has been awarded a \$743,172.24 grant from the New York State Office of Indigent Legal Services, for the period commencing January 1, 2023 through December 31, 2025, to assist in improving the quality of indigent legal services provided pursuant to Article 18-B of the County Law of the State of New York; and

WHEREAS, The grant award will provide for funds to improve the quality of representation in Child Welfare Proceedings by creating early intervention services to avoid child placements; and

WHEREAS, This grant will create 2 half-time positions for case managers: one for the Public Defender and one for the Conflict Defender and designate funds for hourly case managers for 18-B counsel, as needed; and

WHEREAS, This grant will create a stipend for attorneys to be on call, on a rotating basis for early intervention in Child Welfare Proceedings; and

WHEREAS, There will be additional funds for hourly legal services from 18-B Counsel through the County Attorney's office, if necessary; and

WHEREAS, This grant will also have funding for investigators, experts, interpreters and other professionals on an as need basis for all three offices; and

WHEREAS, This grant allows for additional licenses to the Case Management Software for the Public Defender and the Conflict Defender to enable on call attorneys to check remotely for conflicts of interest in early intervention cases after hours; and

WHEREAS, The grant will also have a small stipend for administrative staff in each office to administer the grant; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of the said funding; and, be it further

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2023 GENERAL FUND REVENUE

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Indigent Legal Services	A.1175.30250	UFD.2023.30250	\$0	\$247,560	\$247,560

2023 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER					
Personnel Services					
Case Manager (Part Time)	A.1170.01007	UFD.2023.PD 01007	\$0	\$35,000	\$35,000
Attorney Stipends (3)	A.1170.01007	UFD.2023.PD 01007	\$0	\$31,000	\$31,000
Support Staff Stipend	A.1170.01007	UFD.2023.PD 01007	\$0	\$5,000	\$5,000
Criminal Attorney Stipend	A.1170.01007	UFD.2023.PD 01007	\$0	\$5,000	\$5,000
Maintenance	A.1170.04420	UFD.2023.PD 04420	\$0	\$1,000	\$1,000
Training	A.1170.04560	UFD.2023.PD 04560	\$0	\$3,000	\$3,000
Professional Services	A.1170.04900	UFD.2023.PD 04900	\$0	\$5,000	\$5,000
Employee Benefits	A.1170.08008	UFD.2023.PD 08008	\$0	\$36,480	\$36,480
CONFLICT DEFENDER					
Personnel Services					
Case Manager (Part Time)	A.1174.01007	UFD.2023.CD 01007	\$0	\$35,000	\$35,000
Attorney Stipends (2)	A.1174.01007	UFD.2023.CD 01007	\$0	\$21,000	\$21,000
Support Staff Stipend	A.1174.01007	UFD.2023.CD 01007	\$0	\$5,000	\$5,000
Criminal Attorney Stipend	A.1174.01007	UFD.2023.CD 01007	\$0	\$5,000	\$5,000
Maintenance	A.1174.04420	UFD.2023.CD 04420	\$0	\$1,000	\$1,000

Training	A.1174.04560	UFD.2023.CD 04560	\$0	\$2,000	\$2,000
Professional Services	A.1174.04900	UFD.2023.CD 04900	\$0	\$5,000	\$5,000
Employee Benefits	A.1174.08008	UFD.2023.CD 08008	\$0	\$31,680	\$31,680

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
PUBLIC ADMINISTRATOR					
(18B)					
Personnel Services					
Support Staff Stipend	A.1175.01007	UFD.2023.PA 01007	\$0	\$5,000	\$5,000
Training	A.1175.04560	UFD.2023.PA 04560	\$0	\$3,000	\$3,000
Professional Services	A.1175.04900	UFD.2023.PA 04900	\$0	\$5,000	\$5,000
Special Counsel	A.1175.04907	UFD.2023.PA 04907	\$0	\$5,000	\$5,000
Employee Benefits	A.1175.08008	UFD.2023.PA 08008	\$0	\$2,400	\$2,400
TOTAL:			\$0	\$247,560	\$247,560

And it be further

RESOLVED, That the Rensselaer County Executive, or his designee is authorized to sign the above-referenced grant contract, subject to approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C2NDUFD38</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Rensselaer, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Office of the Rensselaer County Attorney Rensselaer County Court House 80 Second Street Troy, NY 12180</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Rensselaer County Bureau of Finance Ned Pattison County Government Center 1600 Seventh Avenue Troy, NY 12180</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 380100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C2NDUFD38

Page 1 of 2

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor 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 New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Carl J. Kempf, III
Rensselaer County Attorney
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, NY 12180
(518) 265-7268
ckempf@rensco.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 - December 31, 2025

COUNTY OF RENSSELAER

Total Contract Amount: \$743,172.24

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
PUBLIC DEFENDER OFFICE			
Personnel:			
(PT) Social Worker/Case Manager - Salary	\$35,000.00	\$35,700.00	\$36,414.00
(PT) Social Worker/Case Manager - Fringe	\$16,800.00	\$17,136.00	\$17,478.72
Attorney Stipends (Early Intervention)	\$31,000.00	\$31,000.00	\$31,000.00
Attorney Stipends (Early Intervention) - Fringe	\$14,880.00	\$14,880.00	\$14,880.00
Support Staff Stipend	\$5,000.00	\$5,100.00	\$5,202.00
Support Staff Stipend - Fringe	\$2,400.00	\$2,448.00	\$2,496.96
Criminal Attorney Support Stipend	\$5,000.00	\$5,100.00	\$5,202.00
Criminal Attorney Support Stipend - Fringe	\$2,400.00	\$2,448.00	\$2,496.96
Subtotal Personnel	\$112,480.00	\$113,812.00	\$115,170.64
Contracted/Consultant:			
Non-Attorney Professionals (experts, investigators, social workers, interpreters, etc.)	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Contracted/Consultant	\$5,000.00	\$5,000.00	\$5,000.00
OTPS:			
Training/CLEs/Convenings	\$3,000.00	\$3,000.00	\$3,000.00
Case Management System - upgrades/user licenses	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal OTPS	\$4,000.00	\$4,000.00	\$4,000.00
Public Defender Office - TOTAL	\$121,480.00	\$122,812.00	\$124,170.64
CONFLICT DEFENDER OFFICE			
Personnel:			
(PT) Social Worker/Case Manager - Salary	\$35,000.00	\$35,700.00	\$36,414.00
(PT) Social Worker/Case Manager - Fringe	\$16,800.00	\$17,136.00	\$17,478.72
Attorney Stipends (Early Intervention)	\$21,000.00	\$21,000.00	\$21,000.00
Attorney Stipends (Early Intervention) - Fringe	\$10,080.00	\$10,080.00	\$10,080.00
Support Staff Stipend	\$5,000.00	\$5,100.00	\$5,202.00
Support Staff Stipend - Fringe	\$2,400.00	\$2,448.00	\$2,496.96

Criminal Attorney Support Stipend	\$5,000.00	\$5,100.00	\$5,202.00
Criminal Attorney Support Stipend - Fringe	\$2,400.00	\$2,448.00	\$2,496.96
Subtotal Personnel	\$97,680.00	\$99,012.00	\$100,370.64
Contracted/Consultant:			
Non-Attorney Professionals (experts, investigators, social workers, interpreters, etc.)	\$5,000.00	\$3,000.00	\$3,000.00
Subtotal Contracted/Consultant	\$5,000.00	\$3,000.00	\$3,000.00
OTPS:			
Training/CLEs/Convenings	\$2,000.00	\$2,000.00	\$2,000.00
Case Management System - upgrades/user licenses	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal OTPS	\$3,000.00	\$3,000.00	\$3,000.00
Conflict Defender Office - TOTAL	\$105,680.00	\$105,012.00	\$106,370.64
ASSIGNED COUNSEL PROGRAM			
Personnel:			
Support Staff Stipend	\$5,000.00	\$5,100.00	\$5,202.00
Support Staff Stipend - Fringe	\$2,400.00	\$2,448.00	\$2,496.96
Subtotal Personnel	\$7,400.00	\$7,548.00	\$7,698.96
Contracted/Consultant:			
Non-Attorney Professionals (experts, investigators, social workers, interpreters, etc.)	\$5,000.00	\$3,000.00	\$3,000.00
Attorney Fees (Early Intervention/Criminal Attorney Consult)	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Contracted/Consultant	\$10,000.00	\$8,000.00	\$8,000.00
OTPS:			
Training/CLEs/Convenings	\$3,000.00	\$3,000.00	\$3,000.00
Subtotal OTPS	\$3,000.00	\$3,000.00	\$3,000.00
Assigned Counsel Program - TOTAL	\$20,400.00	\$18,548.00	\$18,698.96
TOTAL	\$247,560.00	\$246,372.00	\$249,240.24
THREE-YEAR TOTAL	\$743,172.24		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF RENSSELAER

Goal: Improve the quality of representation provided to parents in child welfare Family Court matters by making funding available to implement an early intervention, multi-disciplinary approach to representation via enhanced access to non-attorney professionals and attorney compensation for representing parents during the child welfare investigation stage.

RENSSELAER PUBLIC DEFENDER OFFICE

Task #1

Provide the salary and fringe benefits for a part-time Social Worker/Case Manager to provide an independent assessment of clients' social services needs in child welfare matters, and where appropriate, to connect clients to available community resources, thereby improving the quality of representation provided and reducing instances in which a client's child is removed from the home.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #2

Provide funding for Public Defender Office attorneys to be on-call to respond to questions from and, where appropriate provide representation to, parents who are facing a child welfare investigation. Attorneys will receive \$1,000 per week to be on-call.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #3

Provide funding for a \$5,000 annual stipend and associated fringe for Public Defender Office's administrative staff member for the increased work associated with this program, including establishing the on-call schedule and tracking calls; and a \$5,000 annual stipend and associated fringe for a Public Defender Office attorney with criminal defense expertise to advise on child welfare cases in which the client is potentially or actually facing criminal prosecution and where appropriate, provide pre-charge representation on the criminal matter.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #4

Provide funding for the Public Defender Office to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process servers. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Funding may also be used for transcripts, at up to \$5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.

Program Location:

- Office of the Public Defender, Rensselaer County

Task #5

Provide funding for operational and incidental expenses, including staff participation in trainings/CLEs/convenings (registration and travel expenses), and the costs of remote access upgrades and user licenses for the Public Defender Office's case management system.

Program Location:

- Office of the Public Defender, Rensselaer County

RENSSELAER CONFLICT DEFENDER OFFICE

Task #6

Provide the salary and fringe benefits for a part-time Social Worker/Case Manager to provide an independent assessment of clients' social services needs in child welfare matters, and where appropriate, to connect clients to available community resources, thereby improving the quality of representation provided and reducing instances in which a client's child is removed from the home.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #7

Provide funding for Conflict Defender Office attorneys to be on-call to respond to questions from and, where appropriate provide representation to, parents who are facing a child welfare investigation. Attorneys will receive \$1,000 per week to be on-call.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #8

Provide funding for a \$5,000 annual stipend and associated fringe for Conflict Defender Office's administrative staff member for the increased work associated with this program, including establishing the on-call schedule and tracking calls; and a \$5,000 annual stipend and associated fringe for a Conflict Defender Office attorney with criminal defense expertise to advise on child welfare cases in which the client is potentially or actually facing criminal prosecution and where appropriate, provide pre-charge representation on the criminal matter.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #9

Provide funding for the Conflict Defender Office to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process

servers. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Funding may also be used for transcripts, at up to \$5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #10

Provide funding for operational and incidental expenses, including staff participation in trainings/CLEs/convenings (registration and travel expenses), and the costs of remote access upgrades and user licenses for the Conflict Defender Office's case management system.

Program Location:

- Office of the Conflict Defender, Rensselaer County

RENSSELAER ASSIGNED COUNSEL PROGRAM

Task #11

Provide a \$5,000 stipend and associated fringe for an Assigned Counsel Program support staff member for the extra work associated with this program, including developing a schedule for the on-call program.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #12

Provide funding for Assigned Counsel Program panel attorneys to be paid for representing clients in child welfare investigation matters during the investigation itself and prior to a petition being filed in Family Court, and for panel attorneys with expertise in criminal cases to be paid to consult with the child welfare matter attorney on potential or actual criminal liability for the conduct at issue in the child welfare matter. Attorneys will be paid the statutory rate, which is currently \$75/hour.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #13

Provide funding for the Assigned Counsel Program panel attorneys to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as hair follicle testing), social workers, interpreters, investigators, and process servers. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Funding may also be used for transcripts, at up to \$5.25 per page. Costs include associated travel and mileage expenses, at the IRS rates.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Task #14

Provide funding for Assigned Counsel Program panel attorneys to participate in trainings/CLEs/convenings on the representation of parents in child welfare matters. Costs include program registration and travel expenses.

Program Location:

- Office of the Assigned Counsel Program, Rensselaer County

Performance Measures:

In consultation with ILS, identify key Performance Measures for the following:

- 1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
- 2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: January 1st – March 31st
- 2nd Quarter: April 1st – June 30th
- 3rd Quarter: July 1st – September 30th
- 4th Quarter: October 1st – December 31st

- Monthly Reimbursement**
Due Date: _____
- Biannual Reimbursement**
Due Date: _____
- Fee for Service Reimbursement**
Due Date: _____
- Rate Based Reimbursement**
Due Date: _____
- Fifth Quarter Reimbursement**
Due Date: _____
- Milestone/Performance Reimbursement**
Due Date: _____
- Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING A CONTRACT ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET-PUBLIC DEFENDER, CONFLICT DEFENDER, AND COUNTY ATTORNEY.

Requested by: Public Defender, Conflict Defender, and County Attorney

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 0

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State funding through ILS
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$743,172.24 and length of time state funding is available 1/1/2023-12/31/2025 Is it available for ongoing expenses? N/A
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$0 and ongoing \$ 0
 - e) Other (please explain):

- 3) Is this expense or program mandated? Yes _____ No X

- 4) Length of expense or project (one time only, ongoing, etc.): 3 Years

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a grant to create early intervention programs to avoid the placement of children in foster care, saving tax levy.

Sandra J. McCarthy, Conflict Defender

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/21

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) LAW ENFORCEMENT K-9 PATROL VEHICLE - OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Sheriff's Office seeks to purchase one (1), previously-owned, 2017 Chevrolet Tahoe SSV K-9 Unit 4x4 vehicle, which will enlarge the Sheriff's current fleet of vehicles, while saving the County a large amount of money, due to not purchasing a new vehicle; and

WHEREAS, This vehicle is being purchased as is, including all necessary equipment and lights for the K-9 patrol; and

WHEREAS, The Sheriff's Office would like to utilize Federal Asset Forfeiture Program funds within the 2023 Sheriff's Highway Patrol budget, appropriation account A.3110.02300.ShJud (Automobile); and

WHEREAS, The purchase of this vehicle will cost \$16,000.00, from Hamilton County, 2558 State Route 8, Lake Pleasant, New York 12108; and

WHEREAS, The County Fleet Manager has received and approved the Sheriff's Office purchase request, pursuant to the County Vehicle Usage and Drivers Policy; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee is authorized to sign for the above-referenced purchase.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

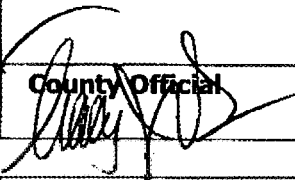
County Executive

Hamilton County DPW

PO Box 56
 2558 State Route 8
 Lake Pleasant, NY 12108
 518-548-7141
 518-548-4308

Issued To:
 Rensselaer County Sheriff Office
 4000 Main Street
 Troy, NY 12180

Price Quote

Authorization Resolution No. 421-22
Date: 12/22/2022
Quote by: TRACY ELDRIDGE
Ship via: FOB
 County Official

Description	Price
1 - Used 2017 Chevrolet Tahoe SSV K-9 Unit 4x4 As -is VIN #1GNSKFEC9HR190081	\$16,000.00
***If approved, check should be made out to: Hamilton County Treasurer PO Box 206 Lake Pleasant, NY	
Subtotal	\$ 16,000.00
Tax rate	Exempt
Sales tax	\$ -
Other	\$ -
Total	\$ 16,000.00

12/22/22

Signature/Title of acceptance

Date



To: Fleet Manager James Gordon

From: Captain Derek Pyle

Date: January 18, 2023

Re: Vehicle Purchase

Please be advised that a request and resolution will be submitted for the month of February to purchase a used 2017 Chevrolet Tahoe SSV K-9 Unit 4x4 as is to be used in the Highway Patrol Department.

The budget code A.3110.02300 will reflect a total vehicle purchase price of \$16,000.00. The vehicle will be used by the newly added K-9 officer.

Your approval of this request would be appreciated. Thank you for your consideration regarding this matter.

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Purchase of K-9 Vehicle for Highway Patrol – Sheriff’s Dept

Requested by: Sheriff’s Department

Sponsor(s): Capt. Derek Pyle

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$16,000.00 current year
Ongoing expenses for gas and maintenance

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

 - d) Tax levy impact for current year \$ 16,000.00 and ongoing gas and routine maintenance charges

 - e) Other (please explain) \$ _____

- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): Ongoing.

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Purchased required due to added K-9 officer position. Purchase of this used vehicle results in savings of thousands of dollars versus purchase of a new vehicle.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 14, 2023

Resolution No. G/26

**RESOLUTION AMENDING THE 2022 AND 2023 RENSSELAER COUNTY ADOPTED BUDGETS -
PUBLIC DEFENDER, CONFLICT DEFENDER, PUBLIC ADMINISTRATOR AND
COUNTY ATTORNEY**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received an award (Contract Number CSTWIDEHH37) of \$493,143.57 for year one of a five year grant award of \$7,397,153.61 from the New York State Office of Indigent Legal Services ("NYS OILS"), for the period commencing April 1, 2018 through March 31, 2023, to enact the Statewide Expansion of Hurrell-Harring pursuant to the 2017 amendment to County Law § 722-e and enactment of Executive Law § 832 (4), pursuant to the authority granted by Resolution No. G/312/19; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received an award (Contract Number CSTWIDEHH37) of \$986,287.15 for the second year of a five year grant award of \$7,397,153.61 from the NYS OILS, for the period commencing April 1, 2018 through March 31, 2023, to enact the Statewide Expansion of Hurrell-Harring pursuant to the 2017 amendment to County Law § 722-e and enactment of Executive Law § 832 (4), pursuant to the authority granted by Resolution No. G/50/21; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received an award (Contract Number CSTWIDEHH37) of \$1,479,430.72 for the third year of a five year grant award of \$7,397,153.61 from the NYS OILS, for the period commencing April 1, 2018 through March 31, 2023, to enact the Statewide Expansion of Hurrell-Harring pursuant to the 2017 amendment to County Law § 722-e and enactment of Executive Law § 832 (4), pursuant to the authority granted by Resolution No. G/375/22; and

WHEREAS, The Rensselaer County Public Defender, the Rensselaer County Conflict Defender, the Rensselaer County Public Administrator and the Rensselaer County Attorney received an award (Contract Number CSTWIDEHH37) of \$1,972,574.30 for the fourth year of a five year grant award of \$7,397,153.61 from the NYS OILS, for the period commencing April 1, 2018 through March 31, 2023, to enact the Statewide Expansion of Hurrell-Harring pursuant to the 2017 amendment to County Law § 722-e and enactment of Executive Law § 832 (4), pursuant to the authority granted by Resolution No. G/375/22; and

WHEREAS, There are unexpended monies for the Office of the Public Defender, Office of the Conflict Defender, Office of the Public Administrator and Office of the County Attorney; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts, which need to be budgeted within 2023; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2022 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Hurrell-Harring - Years 1 and 2			
A.1175.30250 HH.D1Y2.30250			
Indigent Legal Services	\$1,168,739.00	\$ (839,136.00)	\$329,603.00
Hurrell-Harring - Year 3			
A.1175.30250 HH.D1Y3.30250			
Indigent Legal Services	\$1,479,430.00	\$(1,406,469.00)	\$ 72,961.00
Hurrell-Harring - Year 4			
A.1175.30250 HH.D1Y4.30250			
Indigent Legal Services	\$1,972,574.00	<u>\$(1,972,574.00)</u>	\$ 0.00
Total 2022 General Fund Revenue:		\$ (4,218,179.00)	

2022 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring - Years 1 and 2			
A.1170.01007 HH.D1Y2.PD 01007 Assistant			
Public Defender	\$ 236,658.00	\$ (159,554.00)	\$ 77,104.00
A.1170.01007 HH.D1Y2.PD 01007			
Grants Data Manager	\$ 150,000.00	\$ (150,000.00)	\$ 0.00
A.1170.01007 HH.D1Y2.PD 01007			
Paralegal	\$ 16,494.00	\$ (2,288.00)	\$ 14,206.00
A.1170.01007 HH.D1Y2.PD 01007			
Social Worker	\$ 25,000.00	\$ (25,000.00)	\$ 0.00
A.1170.01007 HH.D1Y2.PD 01007			
HH CFA Stipend	\$ 58,400.00	\$ (50,400.00)	\$ 8,000.00
A.1170.01007 HH.D1Y2.PD 01007			
HH CR Stipend	\$ 107,875.00	\$ 0.00	\$107,875.00
A.1170.02100 HH.D1Y2.PD 02100			
Furniture	\$ 26,910.00	\$ (26,910.00)	\$ 0.00
A.1170.02400 HH.D1Y2.PD 02400			
Other Equipment	\$ 20,561.00	\$ (19,634.00)	\$ 927.00
A.1170.04010 HH.D1Y2.PD 04010			
Travel	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1170.04350 HH.D1Y2.PD 04350 Utilities -			
General/Misc	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1170.04420 HH.D1Y2.PD 04420			
Maintenance	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1170.04450 HH.D1Y2.PD 04450 Rental - Equipment/			
Maintenance/Facilities	\$ 650.00	\$ (650.00)	\$ 0.00
A.1170.04500 HH.D1Y2.PD 04500 Special			
Departmental Supplies	\$ 5,000.00	\$ (5,000.00)	\$ 0.00
A.1170.04540 HH.D1Y2.PD 04540			
Publications	\$ 5,566.00	\$ (1,607.00)	\$ 3,959.00
A.1170.04550 HH.D1Y2.PD 04550			
Office Supplies	\$ 1,734.00	\$ (1,734.00)	\$ 0.00
A.1170.04560 HH.D1Y2.PD 04560			
Training	\$ 13,850.00	\$ (13,850.00)	\$ 0.00
A.1170.04700 HH.D1Y2.PD 04700			
Program Expenditures	\$ 6,500.00	\$ (6,500.00)	\$ 0.00
A.1170.04900 HH.D1Y2.PD 04900			
Professional Services	\$ 12,000.00	\$ (12,000.00)	\$ 0.00
A.1170.04902 HH.D1Y2.PD 04902			
Expert Testimony	\$ 29,126.00	\$ (29,126.00)	\$ 0.00
A.1170.04930 HH.D1Y2.PD 04930			
Transcripts	\$ 2,500.00	\$ (2,500.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring - Years 1 and 2 (Continued)			
A.1170.04980 HH.D1Y2.PD 04980			
Computer Services	\$ 2,000.00	\$ (2,000.00)	\$ 0.00
A.1170.08008 HH.D1Y2.PD 08008			
Employee Benefits	\$ 254,609.00	\$ (211,181.00)	\$ 43,428.00
Conflict Defender - Hurrell-Harring - Years 1 and 2			
A.1174.01007 HH.D1Y2.CD 01007 Paralegal/ Grants Data Officer	\$ 11,283.00	\$ 0.00	\$ 11,283.00
A.1174.01007 HH.D1Y2.CD 01007 HH CFA Stipend	\$ 16,425.00	\$ 0.00	\$ 16,425.00
A.1174.02100 HH.D1Y2.CD 02100 Furniture	\$ 826.00	\$ (826.00)	\$ 0.00
A.1174.02400 HH.D1Y2.CD 02400 Other Equipment	\$ 8,400.00	\$ (8,400.00)	\$ 0.00
A.1174.04010 HH.D1Y2.CD 04010 Travel	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04350 HH.D1Y2.CD 04350 Utilities - General/Misc	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04420 HH.D1Y2.CD 04420 Maintenance	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04500 HH.D1Y2.CD 04500 Special Departmental Supplies	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04520 HH.D1Y2.CD 04520 Dues	\$ 1,400.00	\$ (1,300.00)	\$ 100.00
A.1174.04540 HH.D1Y2.CD 04540 Publications	\$ 2,127.00	\$ (1,729.00)	\$ 398.00
A.1174.04550 HH.D1Y2.CD 04550 Office Supplies	\$ 500.00	\$ (108.00)	\$ 392.00
A.1174.04560 HH.D1Y2.CD 04560 Training	\$ 750.00	\$ (750.00)	\$ 0.00
A.1174.04700 HH.D1Y2.CD 04700 Program Expenditures	\$ 750.00	\$ (750.00)	\$ 0.00
A.1174.04900 HH.D1Y2.CD 04900 Professional Services	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04901 HH.D1Y2.CD 04901 Litigation Expense	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04902 HH.D1Y2.CD 04902 Expert Testimony	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04904 HH.D1Y2.CD 04904 Trial Exhibits	\$ 500.00	\$ (500.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Conflict Defender - Hurrell-Harring - Years 1 and 2 (Continued)			
A.1174.04980 HH.D1Y2.CD 04980			
Computer Services	\$ 600.00	\$ (600.00)	\$ 0.00
A.1174.08008 HH.D1Y2.CD 08008			
Employee Benefits	\$ 28,570.00	\$ (7,087.00)	\$ 21,483.00
Public Administrator - Hurrell-Harring - Years 1 and 2			
A.1175.01007 HH.D1Y2.PA 01007 AC Administrator/ Data Officer	\$ 64,337.00	\$ (42,021.00)	\$ 22,316.00
A.1175.02400 HH.D1Y2.PA 02400			
Other Equipment	\$ 2,167.00	\$ (2,167.00)	\$ 0.00
A.1175.04540 HH.D1Y2.PA 04540			
Publications	\$ 529.00	\$ (529.00)	\$ 0.00
A.1175.04550 HH.D1Y2.PA 04550			
Office Supplies	\$ 500.00	\$ (500.00)	\$ 0.00
A.1175.04560 HH.D1Y2.PA 04560			
Training	\$ 4,200.00	\$ (4,200.00)	\$ 0.00
A.1175.04900 HH.D1Y2.PA 04900			
Professional Services	\$ 4,500.00	\$ (4,500.00)	\$ 0.00
A.1175.04902 HH.D1Y2.PA 04902			
Expert Testimony	\$ 3,500.00	\$ (3,500.00)	\$ 0.00
A.1175.08008 HH.D1Y2.PA 08008			
Employee Benefits	\$ 28,942.00	\$ (27,235.00)	\$ 1,707.00
Public Defender - Hurrell-Harring - Year 3			
A.1170.01007 HH.D1Y3.PD 01007 Assistant Public Defender	\$ 380,873.00	\$ (380,873.00)	\$ 0.00
A.1170.01007 HH.D1Y3.PD 01007			
Paralegal	\$ 42,500.00	\$ (42,500.00)	\$ 0.00
A.1170.01007 HH.D1Y3.PD 01007			
Social Worker	\$ 25,500.00	\$ (25,500.00)	\$ 0.00
A.1170.01007 HH.D1Y3.PD 01007			
HH CFA Stipend	\$ 45,400.00	\$ (45,400.00)	\$ 0.00
A.1170.01007 HH.D1Y3.PD 01007			
HH CR Stipend	\$ 122,200.00	\$ (97,875.00)	\$ 24,325.00
A.1170.02100 HH.D1Y3.PD 02100			
Furniture	\$ 10,000.00	\$ (10,000.00)	\$ 0.00
A.1170.02400 HH.D1Y3.PD 02400			
Other Equipment	\$ 113,000.00	\$ (112,005.00)	\$ 995.00
A.1170.04010 HH.D1Y3.PD 04010			
Travel	\$ 7,000.00	\$ (7,000.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring - Year 3 (Continued)			
A.1170.04420 HH.D1Y3.PD 04420			
Maintenance	\$ 35,000.00	\$ (35,000.00)	\$ 0.00
A.1170.04540 HH.D1Y3.PD 04540			
Publications	\$ 31,244.00	\$ (31,244.00)	\$ 0.00
A.1170.04550 HH.D1Y3.PD 04550			
Office Supplies	\$ 2,000.00	\$ (2,000.00)	\$ 0.00
A.1170.04560 HH.D1Y3.PD 04560			
Training	\$ 30,000.00	\$ (30,000.00)	\$ 0.00
A.1170.04700 HH.D1Y3.PD 04700			
Program Expenditures	\$ 7,000.00	\$ (7,000.00)	\$ 0.00
A.1170.04900 HH.D1Y3.PD 04900			
Professional Services	\$ 22,000.00	\$ (22,000.00)	\$ 0.00
A.1170.04902 HH.D1Y3.PD 04902			
Expert Testimony	\$ 23,000.00	\$ (23,000.00)	\$ 0.00
A.1170.08008 HH.D1Y3.PD 08008			
Employee Benefits	\$ 239,959.00	\$ (239,959.00)	\$ 0.00
Conflict Defender - Hurrell-Harring - Year 3			
A.1174.01007 HH.D1Y3.CD 01007 Assistant			
Conflict Defender	\$ 50,474.00	\$ (34,815.00)	\$ 15,659.00
A.1174.01007 HH.D1Y3.CD 01007 Paralegal/ Grants Data Officer	\$ 47,500.00	\$ (26,042.00)	\$ 21,458.00
A.1174.01007 HH.D1Y3.CD 01007			
HH CFA Stipend	\$ 27,000.00	\$ (16,910.00)	\$ 10,090.00
A.1174.02400 HH.D1Y3.CD 02400			
Other Equipment	\$ 35,000.00	\$ (35,000.00)	\$ 0.00
A.1174.04010 HH.D1Y3.CD 04010			
Travel	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04420 HH.D1Y3.CD 04420			
Maintenance	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1174.04520 HH.D1Y3.CD 04520			
Dues	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1174.04540 HH.D1Y3.CD 04540			
Publications	\$ 3,235.00	\$ (3,235.00)	\$ 0.00
A.1174.04550 HH.D1Y3.CD 04550			
Office Supplies	\$ 1,000.00	\$ (566.00)	\$ 434.00
A.1174.04560 HH.D1Y3.CD 04560			
Training	\$ 750.00	\$ (750.00)	\$ 0.00
A.1174.04700 HH.D1Y3.CD 04700			
Program Expenditures	\$ 1,250.00	\$ (1,250.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Conflict Defender - Hurrell-Harring - Year 3 (Continued)			
A.1174.04900 HH.D1Y3.CD 04900			
Professional Services	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04902 HH.D1Y3.CD 04902			
Expert Testimony	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04904 HH.D1Y3.CD 04904			
Trial Exhibits	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.08008 HH.D1Y3.CD 08008			
Employee Benefits	\$ 71,461.00	\$ (71,461.00)	\$ 0.00
Public Administrator - Hurrell-Harring - Year 3			
A.1175.01007 HH.D1Y3.PA 01007 AC Administrator/ Data Officer	\$ 33,299.00	\$ (33,299.00)	\$ 0.00
A.1175.02100 HH.D1Y3.PA 02100			
Furniture	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1175.02400 HH.D1Y3.PA 02400			
Other Equipment	\$ 7,000.00	\$ (7,000.00)	\$ 0.00
A.1175.04420 HH.D1Y3.PA 04420			
Maintenance	\$ 5,500.00	\$ (5,500.00)	\$ 0.00
A.1175.04540 HH.D1Y3.PA 04540			
Publications	\$ 2,300.00	\$ (2,300.00)	\$ 0.00
A.1175.04550 HH.D1Y3.PA 04550			
Office Supplies	\$ 500.00	\$ (500.00)	\$ 0.00
A.1175.04560 HH.D1Y3.PA 04560			
Training	\$ 12,500.00	\$ (12,500.00)	\$ 0.00
A.1175.04900 HH.D1Y3.PA 04900			
Professional Services	\$ 8,750.00	\$ (8,750.00)	\$ 0.00
A.1175.04902 HH.D1Y3.PA 04902			
Expert Testimony	\$ 8,750.00	\$ (8,750.00)	\$ 0.00
A.1175.08008 HH.D1Y3.PA 08008			
Employee Benefits	\$ 14,985.00	\$ (14,985.00)	\$ 0.00
Public Defender - Hurrell-Harring - Year 4			
A.1170.01007 HH.D1Y4.PD 01007 Assistant Public Defender	\$ 685,395.00	\$ (685,395.00)	\$ 0.00
A.1170.01007 HH.D1Y4.PD 01007			
Paralegal	\$ 43,563.00	\$ (43,563.00)	\$ 0.00
A.1170.01007 HH.D1Y4.PD 01007			
Secretary	\$ 42,500.00	\$ (42,500.00)	\$ 0.00
A.1170.01007 HH.D1Y4.PD 01007			
Social Worker	\$ 26,138.00	\$ (26,138.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring - Year 4 (Continued)			
A.1170.01007 HH.D1Y4.PD 01007			
HH CFA Stipend	\$ 45,400.00	\$ (45,400.00)	\$ 0.00
A.1170.01007 HH.D1Y4.PD 01007			
HH CR Stipend	\$ 122,200.00	\$ (122,200.00)	\$ 0.00
A.1170.02100 HH.D1Y4.PD 02100			
Furniture	\$ 20,000.00	\$ (20,000.00)	\$ 0.00
A.1170.02400 HH.D1Y4.PD 02400			
Other Equipment	\$ 100,000.00	\$ (100,000.00)	\$ 0.00
A.1170.04010 HH.D1Y4.PD 04010			
Travel	\$ 8,000.00	\$ (8,000.00)	\$ 0.00
A.1170.04420 HH.D1Y4.PD 04420			
Maintenance	\$ 40,000.00	\$ (40,000.00)	\$ 0.00
A.1170.04540 HH.D1Y4.PD 04540			
Publications	\$ 40,346.00	\$ (40,346.00)	\$ 0.00
A.1170.04550 HH.D1Y4.PD 04550			
Office Supplies	\$ 5,000.00	\$ (5,000.00)	\$ 0.00
A.1170.04560 HH.D1Y4.PD 04560			
Training	\$ 32,500.00	\$ (32,500.00)	\$ 0.00
A.1170.04700 HH.D1Y4.PD 04700			
Program Expenditures	\$ 7,500.00	\$ (7,500.00)	\$ 0.00
A.1170.04900 HH.D1Y4.PD 04900			
Professional Services	\$ 25,000.00	\$ (25,000.00)	\$ 0.00
A.1170.04902 HH.D1Y4.PD 04902			
Expert Testimony	\$ 25,000.00	\$ (25,000.00)	\$ 0.00
A.1170.08008 HH.D1Y4.PD 08008			
Employee Benefits	\$ 364,259.00	\$ (364,259.00)	\$ 0.00
Conflict Defender - Hurrell-Harring - Year 4			
A.1174.01007 HH.D1Y4.CD 01007 Assistant			
Conflict Defender	\$ 70,745.00	\$ (70,745.00)	\$ 0.00
A.1174.01007 HH.D1Y4.CD 01007 Paralegal/			
Grants Data Officer	\$ 48,688.00	\$ (48,688.00)	\$ 0.00
A.1174.01007 HH.D1Y4.CD 01007			
HH CFA Stipend	\$ 27,000.00	\$ (27,000.00)	\$ 0.00
A.1174.02400 HH.D1Y4.CD 02400			
Other Equipment	\$ 5,000.00	\$ (5,000.00)	\$ 0.00
A.1174.04010 HH.D1Y4.CD 04010			
Travel	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.04420 HH.D1Y4.CD 04420			
Maintenance	\$ 1,500.00	\$ (1,500.00)	\$ 0.00

2022 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Conflict Defender - Hurrell-Harring - Year 4 (Continued)			
A.1174.04520 HH.D1Y4.CD 04520			
Dues	\$ 1,500.00	\$ (1,500.00)	\$ 0.00
A.1174.04540 HH.D1Y4.CD 04540			
Publications	\$ 3,455.00	\$ (3,455.00)	\$ 0.00
A.1174.04550 HH.D1Y4.CD 04550			
Office Supplies	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1174.04560 HH.D1Y4.CD 04560			
Training	\$ 750.00	\$ (750.00)	\$ 0.00
A.1174.04700 HH.D1Y4.CD 04700			
Program Expenditures	\$ 1,250.00	\$ (1,250.00)	\$ 0.00
A.1174.04900 HH.D1Y4.CD 04900			
Professional Services	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04902 HH.D1Y4.CD 04902			
Expert Testimony	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.04904 HH.D1Y4.CD 04904			
Trial Exhibits	\$ 500.00	\$ (500.00)	\$ 0.00
A.1174.08008 HH.D1Y4.CD 08008			
Employee Benefits	\$ 73,095.00	\$ (73,095.00)	\$ 0.00
Public Administrator - Hurrell-Harring - Year 4			
A.1175.01007 HH.D1Y4.PA 01007 AC Administrator/ Data Officer	\$ 34,131.00	\$ (34,131.00)	\$ 0.00
A.1175.02400 HH.D1Y4.PA 02400			
Other Equipment	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1175.04420 HH.D1Y4.PA 04420			
Maintenance	\$ 5,500.00	\$ (5,500.00)	\$ 0.00
A.1175.04540 HH.D1Y4.PA 04540			
Publications	\$ 2,800.00	\$ (2,800.00)	\$ 0.00
A.1175.04550 HH.D1Y4.PA 04550			
Office Supplies	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1175.04560 HH.D1Y4.PA 04560			
Training	\$ 15,000.00	\$ (15,000.00)	\$ 0.00
A.1175.04900 HH.D1Y4.PA 04900			
Professional Services	\$ 12,500.00	\$ (12,500.00)	\$ 0.00
A.1175.04902 HH.D1Y4.PA 04902			
Expert Testimony	\$ 12,500.00	\$ (12,500.00)	\$ 0.00
A.1175.08008 HH.D1Y4.PA 08008			
Employee Benefits	\$ 15,359.00	\$ (15,359.00)	\$ 0.00
Total 2022 General Fund Appropriations: \$(4,218,179.00)			

; and, be it further

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2023 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Hurrell-Harring			
A.1175.30250 HH.D1Y5.30250			
Indigent Legal Services	\$ 0.00	\$4,218,179.00	\$4,218,179.00

2023 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring			
A.1170.01007 HH.D1Y5.PD 01007			
Assistant Public Defender	\$ 0.00	\$1,225,822.00	\$1,225,822.00
A.1170.01007 HH.D1Y5.PD 01007			
Grants Data Manager	\$ 0.00	\$ 150,000.00	\$ 150,000.00
A.1170.01007 HH.D1Y5.PD 01007			
Paralegal	\$ 0.00	\$ 88,351.00	\$ 88,351.00
A.1170.01007 HH.D1Y5.PD 01007			
Secretary	\$ 0.00	\$ 42,500.00	\$ 42,500.00
A.1170.01007 HH.D1Y5.PD 01007			
Social Worker	\$ 0.00	\$ 76,638.00	\$ 76,638.00
A.1170.01007 HH.D1Y5.PD 01007			
HH CFA Stipend	\$ 0.00	\$ 141,200.00	\$ 141,200.00
A.1170.01007 HH.D1Y5.PD 01007			
HH CR Stipend	\$ 0.00	\$ 220,075.00	\$ 220,075.00
A.1170.02100 HH.D1Y5.PD 02100			
Furniture	\$ 0.00	\$ 56,910.00	\$ 56,910.00
A.1170.02400 HH.D1Y5.PD 02400			
Other Equipment	\$ 0.00	\$ 231,639.00	\$ 231,639.00
A.1170.04010 HH.D1Y5.PD 04010			
Travel	\$ 0.00	\$ 16,000.00	\$ 16,000.00
A.1170.04350 HH.D1Y5.PD 04350			
Utilites - General/Misc	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1170.04420 HH.D1Y5.PD 04420			
Maintenance	\$ 0.00	\$ 77,500.00	\$ 77,500.00
A.1170.04450 HH.D1Y5.PD 04450 Rental - Equipment/			
Maintenance/Facilities	\$ 0.00	\$ 650.00	\$ 650.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender - Hurrell-Harring (Continued)			
A.1170.04500 HH.D1Y5.PD 04500 Special			
Departmental Supplies	\$ 0.00	\$ 5,000.00	\$ 5,000.00
A.1170.04540 HH.D1Y5.PD 04540			
Publications	\$ 0.00	\$ 73,197.00	\$ 73,197.00
A.1170.04550 HH.D1Y5.PD 04550			
Office Supplies	\$ 0.00	\$ 8,734.00	\$ 8,734.00
A.1170.04560 HH.D1Y5.PD 04560			
Training	\$ 0.00	\$ 76,350.00	\$ 76,350.00
A.1170.04700 HH.D1Y5.PD 04700			
Program Expenditures	\$ 0.00	\$ 21,000.00	\$ 21,000.00
A.1170.04900 HH.D1Y5.PD 04900			
Professional Services	\$ 0.00	\$ 59,000.00	\$ 59,000.00
A.1170.04902 HH.D1Y5.PD 04902			
Expert Testimony	\$ 0.00	\$ 77,126.00	\$ 77,126.00
A.1170.04930 HH.D1Y5.PD 04930			
Transcripts	\$ 0.00	\$ 2,500.00	\$ 2,500.00
A.1170.04980 HH.D1Y5.PD 04980			
Computer Services	\$ 0.00	\$ 2,000.00	\$ 2,000.00
A.1170.08008 HH.D1Y5.PD 08008			
Employee Benefits	\$ 0.00	\$ 815,399.00	\$ 815,399.00
Conflict Defender - Hurrell-Harring			
A.1174.01007 HH.D1Y5.CD 01007 Assistant			
Conflict Defender	\$ 0.00	\$ 105,560.00	\$ 105,560.00
A.1174.01007 HH.D1Y5.CD 01007 Paralegal/ Grants Data Officer	\$ 0.00	\$ 74,730.00	\$ 74,730.00
A.1174.01007 HH.D1Y5.CD 01007			
HH CFA Stipend	\$ 0.00	\$ 43,910.00	\$ 43,910.00
A.1174.02100 HH.D1Y5.CD 02100			
Furniture	\$ 0.00	\$ 826.00	\$ 826.00
A.1174.02400 HH.D1Y5.CD 02400			
Other Equipment	\$ 0.00	\$ 48,400.00	\$ 48,400.00
A.1174.04010 HH.D1Y5.CD 04010			
Travel	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1174.04350 HH.D1Y5.CD 04350			
Utilites - General/Misc	\$ 0.00	\$ 500.00	\$ 500.00
A.1174.04420 HH.D1Y5.CD 04420			
Maintenance	\$ 0.00	\$ 3,500.00	\$ 3,500.00
A.1174.04500 HH.D1Y5.CD 04500 Special			
Departmental Supplies	\$ 0.00	\$ 500.00	\$ 500.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Conflict Defender - Hurrell-Harring (Continued)			
A.1174.04520 HH.D1Y5.CD 04520			
Dues	\$ 0.00	\$ 4,300.00	\$ 4,300.00
A.1174.04540 HH.D1Y5.CD 04540			
Publications	\$ 0.00	\$ 8,419.00	\$ 8,419.00
A.1174.04550 HH.D1Y5.CD 04550			
Office Supplies	\$ 0.00	\$ 1,674.00	\$ 1,674.00
A.1174.04560 HH.D1Y5.CD 04560			
Training	\$ 0.00	\$ 2,250.00	\$ 2,250.00
A.1174.04700 HH.D1Y5.CD 04700			
Program Expenditures	\$ 0.00	\$ 3,250.00	\$ 3,250.00
A.1174.04900 HH.D1Y5.CD 04900			
Professional Services	\$ 0.00	\$ 7,500.00	\$ 7,500.00
A.1174.04901 HH.D1Y5.CD 04901			
Litigation Expense	\$ 0.00	\$ 500.00	\$ 500.00
A.1174.04902 HH.D1Y5.CD 04902			
Expert Testimony	\$ 0.00	\$ 7,500.00	\$ 7,500.00
A.1174.04904 HH.D1Y5.CD 04904			
Trial Exhibits	\$ 0.00	\$ 1,500.00	\$ 1,500.00
A.1174.04980 HH.D1Y5.CD 04980			
Computer Services	\$ 0.00	\$ 600.00	\$ 600.00
A.1174.08008 HH.D1Y5.CD 08008			
Employee Benefits	\$ 0.00	\$ 151,643.00	\$ 151,643.00
Public Administrator - Hurrell-Harring			
A.1175.01007 HH.D1Y5.PA 01007 AC Administrator/			
Data Officer	\$ 0.00	\$ 109,451.00	\$ 109,451.00
A.1175.02100 HH.D1Y5.PA 02100			
Furniture	\$ 0.00	\$ 2,500.00	\$ 2,500.00
A.1175.02400 HH.D1Y5.PA 02400			
Other Equipment	\$ 0.00	\$ 10,167.00	\$ 10,167.00
A.1175.04420 HH.D1Y5.PA 04420			
Maintenance	\$ 0.00	\$ 11,000.00	\$ 11,000.00
A.1175.04540 HH.D1Y5.PA 04540			
Publications	\$ 0.00	\$ 5,629.00	\$ 5,629.00
A.1175.04550 HH.D1Y5.PA 04550			
Office Supplies	\$ 0.00	\$ 2,000.00	\$ 2,000.00
A.1175.04560 HH.D1Y5.PA 04560			
Training	\$ 0.00	\$ 31,700.00	\$ 31,700.00
A.1175.04900 HH.D1Y5.PA 04900			
Professional Services	\$ 0.00	\$ 25,750.00	\$ 25,750.00

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Administrator - Hurrell-Harring (Continued)			
A.1175.04902 HH.D1Y5.PA 04902			
Expert Testimony	\$ 0.00	\$ 24,750.00	\$ 24,750.00
A.1175.08008 HH.D1Y5.PA 08008			
Employee Benefits	\$ 0.00	\$ <u>57,579.00</u>	\$ 57,579.00
Total 2023 General Fund Appropriations: \$4,218,179.00			

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature



Executive Action

Approved_____ Date_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution amending the 2022 and 2023 Rensselaer County Adopted Budgets – Public Defender, Conflict Defender, Public Administrator and County Attorney

Requested by: Public Defender, Conflict Defender, Public Administrator and County Attorney

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$4,218,179.00 current year
\$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding is from the New York State Office of Indigent Legal Services
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$4,218,179.00 and length of time state funding is available through March 31, 2023. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0.00 and ongoing \$ _____
 - e) Other (please explain):
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): Funding is through March 2023.
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This request is to amend the 2022 and 2023 budgets to roll forward unexpended Hurrell-Harring 2022 monies into 2023, so the funds can be expended.

Department Heads

John Turi, Sandra McCarthy, Henry Bauer and CJ Kempf

RENSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date March 14, 2023

Resolution No. G/43

RESOLUTION AUTHORIZING A CONTRACT TO PROVIDE EMPLOYEE WELLNESS SERVICES - OFFICE OF THE RENSELAER COUNTY SHERIFF

WHEREAS, This resolution is filed with the County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff has a paramount responsibility to the ensure resilience and survivability, through initiatives and efforts to improve the immediate and long-term safety and wellbeing, of our deputy sheriffs and corrections officers; and

WHEREAS, This is accomplished using a multifaceted approach that includes training, policies, developing and providing resources, and establishing partnerships that benefit deputy sheriffs and corrections officers; and

WHEREAS, A peer support and wellness program, specifically in a law enforcement and corrections setting, provides support that is qualitatively different than that provided by health insurance therapists or EAP counselors; and

WHEREAS, The Sheriff's Office wishes to contract with Christene Smart, a Licensed Clinical Mental Health Counselor, to develop, implement, and oversee comprehensive programs to promote and enhance a culture of well-being amongst all Rensselaer County Sheriff's Office employees; and

WHEREAS, The start and end dates of such contract, the source of funding for same, the name and address of the contracting party, and the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, are as follows:

CONTRACT DESCRIPTION	VENDOR/ADDRESS	APPROPRIATION CODE	AMOUNT OF CONTRACT
Employee Wellness Services 3/1/23 - 12/31/23	Christene Smart P.O. Box 81 Kinderhook, NY 12106	A.3110.04900	\$20,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, shall be and hereby is authorized to execute the above referenced contract subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

March 14, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Employee Wellness Services Contract

Requested by: Capt. Derek Pyle

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$20,000 current year
\$20,000 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 20,000 and ongoing \$20,000.
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4)
- 5) Length of expense or project (one time only, ongoing, etc.): On-going
- 6) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

To provide access to wellness services for deputy sheriffs and corrections officers.

Department Head

Scope of Services:

The Rensselaer County Sheriff's Office Employee Wellness Coordinator will develop, implement, and oversee comprehensive programs to promote and enhance a culture of well-being amongst all RCSO employees and family members.

The wellness coordinator will play a key role within the department as we work towards our strategic focus on people and relationships.

Primary job responsibilities:

- Championing a culture of comprehensive well-being (physical / mental / emotional / psychological).
- Develop and Implement Peer Support Program (PSP) in accordance with New York Law Enforcement Assistance Program (NYLEAP) Protocol.
- Formally recruit, establish, and oversee Peer Support Team (PST) and selected personnel to be trained as peer support counselors.
- Provide peer support training throughout the department at in-service training availabilities, in accordance with principles of Level 2 peer support.
- Develop and oversee Critical Incident Stress Management (CISM) program in accordance with A peer support and wellness program, specifically in a law enforcement and corrections setting, provides support that is qualitatively different than that provided by health insurance therapists or EAP counselors. In fact, research supports these wellness programs as building the most resilient and self-efficient officers possible. The nature of all these critical ongoing issues facing law enforcement and corrections are ever-changing. It is imperative to have an individual, programs, and department focused on meeting the needs of every RCSO employee.
- Administer Critical Incident Stress Debriefings (CISD) in accordance with International Critical Incident Stress Foundation (ICISF) standards.

- Assist individuals following critical incidents with Psychological First Aid (PSA) utilizing the SAFER-R method.
- Work with Command and Administration to enhance morale and welfare of all officers and employees.
- Strive to improve the retention rate of department employees.
- Provide confidential counseling for all department personnel.
- Provide confidential counseling for spouses and family members as requested.
- Work non-traditional hours and flex schedule as program needs dictate, including being on call 24/7/365.
- Obtain and document necessary training to maintain positional certifications.
- Network with clinicians and other service providers.
- Provide referrals for individuals requiring additional support beyond the scope of the wellness program.
- Prepare quarterly reports to the Sheriff, detailing objectives, progress, time spent, expenses, challenges and successes.

Term of Contract: March 1, 2023 – December 31, 2023

Payment for Services: \$20,000

Christene Smart, Licensed Clinical Mental Health Counselor

P.O. Box 81 Kinderhook, N.Y. 12106 (518) 697-9937

Core Qualifications:

Superior communication skills both verbal and written.

Adept in development and implementation of effective treatment plans and approaches.

Skillfully develop and maintain pertinent network relationships with various entities.

Experienced in group and individual therapeutic processing.

Specialize in keen assessment/evaluation of various mental health and substance abuse diagnoses.

Experienced in processing constructs as they relate to mental health and MICA diagnoses.

Experience:

Precision in provision of Professional Expert Witness testimony.

Key participant in inception of in-patient Traumatic Brain Injury program in collaboration with N.Y. State officials.

Proficient collaboration in development of 504 plans as well as executing required communication for reintegration via waiver programs.

Conducted analysis to address acute mental health and MICA issues leading to reintegration to outpatient level of care.

Effectively control the release of confidential information for clients.

Prepared Assisted Outpatient Treatment Plans (AOT's) for attorney approval.

Reviewed and provided comments on the adequacy of legal and clinical documents and executed necessary steps to cure any deficiencies.

Regularly engage patients in effective therapeutic processing resulting in improved mental status.

Christene Smart, LCMHC

PO Box 81 Kinderhook, NY, 12106-(518) 697-9937-Smartchristene@Gmail.com

Education:

Masters of Science, Rehabilitation Counseling December 2007

University at Albany 1400 Washington Avenue Albany, N.Y. 12222

Bachelor of Arts, Psychology, Cum Laude May 2006

University at Albany 1400 Washington Avenue Albany, N.Y. 12222

Associates of Science, Individual Studies May 2002

Columbia Greene community College 4400 Rte. 23 Hudson, N.Y. 12534

Work History:

Freedom First Psychological Services: Outpatient Mental Health Counselor 4 Avis Drive Ste 101 Latham, N.Y. (telehealth) 03/2020-Current

Owner/Sole Provider: Christene Smart, LCMHC 22 Chatham St. Kinderhook, N.Y. 12106 10/2016-03/2020

Karner Psychological Associates: Outpatient Mental Health Counselor 2280 Western Avenue Guilderland, N.Y. 12084 03/2014-09/2016

Psychiatric Social Worker: Columbia Memorial Hospital 71 Prospect Avenue Hudson, N.Y. 12534 09/2008-11/2013

Program Director: Timberlyn Heights Nursing and Rehabilitation Center 320 Maple Avenue Gt. Barrington, M.A. 01230 03/2008-07/2008

Graduate Student Intern: Veterans Industries 170 Ontario St. Albany, N.Y. 12202 01/2007-12/2007

Additional Information:

Received Mental Health Counselor Licensure January 2013. License # 005392.

Certified NY State Screener by history.

Christene Smart, LCMHC

PO Box 81 Kinderhook, NY, 12106-(518) 697-9937-Smartchristene@Gmail.com

**Resolution Needed
Certificates of Insurance
03-06-2023**

**Rensselaer County
and
Christene Smart, LMHC**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Christene Smart, P.O. Box 81, Kinderhook, New York 12106 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is a Licensed Mental Health Counselor and experienced Employee Wellness Coordinator; and

WHEREAS, the County seeks to have an Employee Wellness Corrdinator develop and implement comprehensive programs to promote and enhance a culture of well-being amongst all Rensselaer County Sheriff Department employees and family members. to; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

- The Rensselaer County Sheriff's Office Employee Wellness Coordinator will develop, implement, and oversee comprehensive programs to promote and enhance a culture of well-being amongst all RCSO employees and family members.
- The wellness coordinator will play a key role within the department as we work towards our strategic focus on people and relationships.

2. TERM OF CONTRACT

This Agreement shall commence on **March 1, 2023** and shall terminate on **December 31, 2023**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **\$20,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to

the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail. After termination, Vendor agrees to return any remaining retainer and the County to pay Vendor any outstanding sum due to services already provided.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

Schedule 1

Scope of Services:

The Rensselaer County Sheriff's Office Employee Wellness Coordinator will develop, implement, and oversee comprehensive programs to promote and enhance a culture of well-being amongst all RCSO employees and family members.

The wellness coordinator will play a key role within the department as we work towards our strategic focus on people and relationships.

Primary job responsibilities:

- Championing a culture of comprehensive well-being (physical / mental / emotional / psychological).
- Develop and Implement Peer Support Program (PSP) in accordance with New York Law Enforcement Assistance Program (NYLEAP) Protocol.
- Formally recruit, establish, and oversee Peer Support Team (PST) and selected personnel to be trained as peer support counselors.
- Provide peer support training throughout the department at in-service training availabilities, in accordance with principles of Level 2 peer support.
- Develop and oversee Critical Incident Stress Management (CISM) program in accordance with A peer support and wellness program, specifically in a law enforcement and corrections setting, provides support that is qualitatively different than that provided by health insurance therapists or EAP counselors. In fact, research supports these wellness programs as building the most resilient and self-efficient officers possible. The nature of all these critical ongoing issues facing law enforcement and corrections are ever-changing. It is imperative to have an individual, programs, and department focused on meeting the needs of every RCSO employee.
- Administer Critical Incident Stress Debriefings (CISD) in accordance with International Critical Incident Stress Foundation (ICISF) standards.
- Assist individuals following critical incidents with Psychological First Aid (PSA) utilizing the SAFER-R method.
- Work with Command and Administration to enhance morale and welfare of all officers and employees.
- Strive to improve the retention rate of department employees.
- Provide confidential counseling for all department personnel.

- Provide confidential counseling for spouses and family members as requested.
- Work non-traditional hours and flex schedule as program needs dictate, including being on call 24/7/365.
- Obtain and document necessary training to maintain positional certifications.
- Network with clinicians and other service providers.
- Provide referrals for individuals requiring additional support beyond the scope of the wellness program.
- Prepare quarterly reports to the Sheriff, detailing objectives, progress, time spent, expenses, challenges and successes.