

Social Services Committee

Tuesday, March 4, 2025

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SS/C/B/R	G/1	<p>RESOLUTION AUTHORIZING AN AGREEMENT WITH BRIGHTSIDE UP, INC. FOR DAY CARE REGISTRATIONS AND INSPECTIONS - DEPARTMENT OF SOCIAL SERVICES</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>
SS/C/B/R	G/2	<p>RESOLUTION AUTHORIZING AGREEMENTS WITH TOGETHER FOR YOUTH FOR NON-SECURE DETENTION AND ALTERNATIVES TO DETENTION SERVICES - DEPARTMENT OF SOCIAL SERVICES</p> <p>Motion Made By:                      Seconded By:                      Moved:</p> <p>Notes:</p>

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Social Services

Committee

Date March 11, 2025

Resolution No. G/1

## RESOLUTION AUTHORIZING AN AGREEMENT WITH BRIGHTSIDE UP, INC. FOR DAY CARE REGISTRATIONS AND INSPECTIONS - DEPARTMENT OF SOCIAL SERVICES

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

**WHEREAS**, The Department of Social Services ("Department") is mandated by New York State to provide registration and inspection of day care homes; and

**WHEREAS**, The Department received notification from the New York State Office of Children and Family Services ("OCFS") of its intention to renew the Memorandum of Understanding for the Day Care Registration and Inspection program with Brightside Up, Inc.; and

**WHEREAS**, The Department is desirous of entering into an agreement with Brightside Up, Inc., 91 Broadway, Menands, New York 12204, who will fulfill all duties necessary including the recruitment and training of all prospective family day care homes and school age childcare providers; and

**WHEREAS**, Brightside Up, Inc. fulfills the requirements of fingerprinting, criminal history record check, employment history documentation, personal and employment references, and New York State Central Register Child and Abuse screening; and

**WHEREAS**, OCFS maintained funding for the current calendar year at \$164,589.00; and

**WHEREAS**, The amount of this contract is one hundred percent (100%) reimbursable with Federal Child Care funding; and

**WHEREAS**, 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

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

<u>DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Registration Inspection of Day Care Homes 1/1/2025- 12/31/2025	& Brightside Inc. 91 Broadway Menands, New York 12204	Up, A.6010.04900	\$164,589.00

; 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 11, 2025**

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



# Office of Children and Family Services

KATHY HOCHUL  
Governor

DAMIA HARRIS-MADDEN, Ed.D., MBA, M.S.  
Commissioner

October 2, 2024

Commissioner  
Rensselaer County Department of Social Services  
127 Bloomingrove Drive  
Troy, New York 12180

Re: MOU 2301

MOU Period: January 1, 2025 to December 31, 2025

Dear Commissioner:

The New York State Office of Children and Family Services (OCFS), through the Division of Child Care Services (DCCS), is pleased to inform you of the OCFS intention to renew the Memorandum of Understanding (MOU) for your Local Department of Social Services (LDSS) Day Care Registration and Inspection program. This letter serves to provide you with the funding level for the above calendar year. The MOU documents will provide LDSS with the necessary information to complete the Day Care Registration and Inspection Project electronic application. The documents are included in the email attachments that accompany this funding letter.

The disbursement of funding for your registration contract is described below:

Maximum Funding Available: **\$164,589.00**

- **Please be advised that the signature of an authorized LDSS representative is not required at this point.** It will only be required once your agency receives the paper copies of the MOU from your program contract manager *after* DCCS review and approval of your electronic application.
- **No scanned or PDF formats will be accepted.**

The registration MOU electronic application includes the Appendix D (application pages), Staff Plan Form (**all registration staff must be identified by name and title**) and the Draft simplified budget(s). The Appendix C-1 of Standard Performance Levels and Payment Schedule is attached for your review. Note: **Performance standards have been amended for 2024**

DCCS has entered the 2025 dates into the Day Care Registration application and budget(s) pages for you from a copy of the *2024 Appendix D* and budget(s). A blank copy of the staff plan has been included **which should contain the current 2025 information**. You may save a copy of the completed documents for your files. **Please make all necessary amendments to these forms, which has the most current text, and return for processing.** **If changes occur after the submission of the Appendix D, please notify the DCCS contract unit immediately.**

**An e-mail address is being requested on the Appendix D for all contacts, including county administrative staff.** (You may use your county email if that is more convenient.)

**Please do not amend the budget templates; use those forms provided in the attachments and ensure any subcontractor uses the current template.**

The LDSS Districts that utilize a **subcontractor** to conduct the Day Care Registration and Inspection services will need to include in their electronic application an additional, completed subcontractor budget. **Please do not amend the budget templates.** The subcontractor's budget, if applicable, needs to be included in the LDSS budget in Section B4. **The LDSS (and subcontractor's) B section needs either a quarterly or monthly cost in the line item description, in addition to the description for annual expenses over \$500.** The OCFS and Total Cost field amounts need to be filled. **LDSS has a ceiling of 5% administration cost when there is a subcontractor.**

As a reminder, where applicable, the LDSS, as the contractor, is responsible for the day care registration and inspection project. Therefore, should LDSS utilize a subcontractor to perform the Registration services on their behalf, **LDSS is required to include in their subcontractor's agreement:**

1. Every standard performance level of the registration MOU found in Appendix C-1.
2. The same rules of confidentiality and professional conduct that are required of all registration staff in the LDSS and the DCCS Regional Offices. **It is essential that this language be included.**
3. DCCS requests the inclusion of the following statement: It is important to note that during the Day Care Registration and Inspection contract period, training will be conducted and attendance is required, as determined by the OCFS DCCS Regional Office.

**It is required to provide to the DCCS Regional Office Manager a signed copy of the subcontractor agreement.**

It is the legal responsibility of the contractor, LDSS, to provide supervision and oversight for the Day Care Registration and Inspection Project. DCCS requires for each renewal year, LDSS identify a designee/liaison for the Day Care Registration and Inspection Project. It is a requirement that the LDSS staff person is employed at a professional level. Therefore, it is necessary to provide the DCCS Regional Office with the name of the current LDSS registration staff person responsible for the monitoring of the registration activities as reflected on the Appendix D.

**The Appendix C-1 performance standards include the requirement that the contractor maintain identified staffing levels that are necessary to conduct the registration activities** and that there be specific, designated staff conducting the registration activities. Therefore, **all registration staff must be identified by name and title**, as well as their percent of time scheduled for the registration project. Abbreviated names and titles are accepted due to format limitations. **We developed a means of electronic transfer of personnel budget information to the Staffing Plan form to better assist in this process.** The Staffing Plan form matches the size of the personnel columns in the budget for easy electronic copying of staff names and percentage on the project between these two documents. **We added "Paste" buttons for your convenience. Save a copy for your records. You will use this form during the year to report staff changes.**

**It is a project requirement that the registration staffing plan is submitted as part of the application. The Regional Office Manager will review and approve your registration personnel. Staff resumes must be submitted to the DCCS Regional Office Manager for review and approval.**

The staffing levels are also reviewed for approval and updated quarterly on the Summary of Quarterly Registration Review Report by the DCCS Regional Office. It is a quarterly requirement, that after the end of the quarter, any change in registration personnel be reported to the DCCS Regional Office. **However, significant registration staff changes should be reported as they occur, anytime during the year, to the Regional Office on this Staffing Plan form.** If any staffing requirements are not satisfactorily met, there will be a reduction of the quarterly performance payment as described in the Registration MOU Appendix C-1.

The performance-based claiming process provides equal quarterly payments (**1/4 of the total funding, including cents**) for the registration and inspection services upon verification of the standard performance levels being met. After the quarter ends, the appropriate DCCS Regional Office Manager will complete a Summary of Quarterly Registration Review Report. The electronically signed quarterly registration report will be sent to LDSS attention. The DCCS Regional Office report will specify that full quarterly payment will be allocated.

If a performance standard is not met, a payment reduction percentage must be applied as established in the Appendix C-1. A copy of the DRAFT Summary of Quarterly Registration Review Report and Overdue Program Report will be provided to the LDSS contractor and, where applicable, the subcontractor. LDSS will have the opportunity to explain how they were not able to meet the standard due to extraordinary or unforeseen circumstances as stated in the Appendix C-1. After receiving such explanation, the DCCS Regional Office report will specify if the reduction is waived and a full quarterly payment will be allocated, or no waiver issued, and payment reduced.

Upon receiving the completed Summary of Quarterly Registration Review Report electronically, **LDSS submits an ink signed voucher/claim** to the appropriate DCCS Regional Office Manager for the exact amount (including cents) that is in the report. You may create a claim template with standard information for your convenience. However, the claim will need to be printed and ink signed for this Office to process. Please use the Office of the State Comptroller claiming form AC3253-S (2012).

The amount on the claim needs to reflect the **exact amount (including cents)** shown on the quarterly report or Appendix C-1 (if there is no penalty). **There is no rounding to the nearest dollar. Place data inside of the Vendor Box.** This ink signed voucher/claim for payment will be scanned by the DCCS Regional Office Manager to the Registration Contract Manager at DCCS Central Office for the processing of the quarterly payment.

Your contribution in this process cannot be overstated. All efforts to submit your completed registration package **electronically** by **November 1, 2024** or earlier will be greatly appreciated. It is essential to take into consideration that the MOU processing time frame may need a two-month minimum from the time that the MOU and budget are reviewed and approved by DCCS, and LDSS returns by mail the authorized signed documents. The sooner your registration renewal package is returned to the DCCS Program Contract Manager and Regional Office Manager, the sooner the review and approval process can begin.

Please complete all documents in the electronic application and submit the Appendix D, staff plan and budget documents electronically and simultaneously to:

- Brenna Johnston, DCCS Registration Contract Manager at [Brenna.Johnston@ocfs.ny.gov](mailto:Brenna.Johnston@ocfs.ny.gov),
- your DCCS Regional Manager,
- **AND** Sarah Erickson, DCCS Supervisor of Early Childhood Program Development Unit at [Sarah.Erickson@ocfs.ny.gov](mailto:Sarah.Erickson@ocfs.ny.gov)

We will be anticipating an electronic copy of your completed registration renewal. **Please remember: no scanned or PDF documents will be accepted.** Return the forms attached in this email with current information.

Please contact me with any questions or for technical assistance with the forms. If I am not available, you may contact Sarah Erickson via email or at (518) 473-0792.

Thank you for your continued partnership and your commitment to the children and families in New York State. We will contact you as soon as possible with an approved MOU for signature.

Sincerely,

*Brenna Johnston*

Brenna Johnston  
Program Contract Manager  
Division of Child Care Services  
518-473-3676 [Brenna.Johnston@ocfs.ny.gov](mailto:Brenna.Johnston@ocfs.ny.gov)

cc: DCCS Regional Office Manager

## **PROJECT SUMMARY**

**On the page below, please describe in (200 words or less) the objectives of the project, and what services will be provided. This summary may be used by the Office of Children and Family Services in various public announcements.**

### **A. Processing Registration Applications**

1. Brightside Up Inc. (Formerly known as The Capital District Child Care Coordinating Council, CDCCCC or the Child Care Council) will conduct FDC Information Sessions in locations convenient to bus lines and in lower income neighborhoods. For those individuals or agencies interested in opening school-age programs, technical assistance about the process will be provided on a one-to-one basis. These sessions are offered by Brightside Up, Inc. to potential providers desiring general technical assistance to determine the viability of starting a FDC or SACC business. This Information Session is not a requirement by the NYSOCFS.
2. Registration/Orientation sessions have been conducted at the below sites and Brightside Up, Inc. anticipates using those sites for Information Sessions when needed:
  - Margaret Krauss Ctr. 2213 Burdett Avenue, Troy
  - East Greenbush Library, Community Way, East Greenbush
  - Rural Rensselaer County Council for Human Dev. Church Street, Hoosick Falls
  - Brightside Up, 91 Broadway in Menands which is accessible by public transportation
  - Other sites as identified by current need
3. Upon a request for a family day care application from a prospective provider, staff at Brightside Up, Inc. will forward that request to the NYS OCFS, which will send out the application. For those individuals who need help in completing the application packet, technical assistance in response to specific questions will be given over the telephone. Applicants are also welcome to visit the Brightside Up, Inc. office and receive technical assistance from one of ten staff members who work on family day care registration in the Capital Region as well as the four staff members who are involved in family day care development. On a limited basis, a staff member may arrange to visit the home of a potential provider to provide technical assistance. Brightside Up, Inc. has two staff who are fluent in Spanish who can provide assistance. Potential applicants are also encouraged to call the agency on the number (800) 521-KIDS if they do not have telephone access. The agency also has four Notary Publics on staff who can verify a signature for the required notarization on the application. Brightside Up, Inc. has developed a packet of materials which consists of the health and safety grant application, information for ordering forms to be used in the family day care business, and technical assistance tip sheets (including taxes, insurance, process time line, and start-up expenses) in starting the business. These materials are provided for every participant at an Information Session.

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

4. Applications will be reviewed to insure that information has been filled out completely. If documentation is not complete, the Registrar will call the applicant or send a letter if the applicant cannot be reached by telephone. The State Central Registry clearance form will be mailed to the Registry. To check references, letters will be mailed to those individuals listed. If a letter is returned as undeliverable, calls will be made to the references. Brightside Up also assists applicants, household members, and staff to initiate a Criminal History Background Check. Brightside Up provides technical assistance with the live scan fingerprinting process by helping individuals make appointments, find print locations and/or navigate the website.
5. Form letters are mailed out to providers within five days of receipt of their initial or renewal applications to notify them of their application status.
6. A computerized data base has been developed to monitor expiration dates of providers' registrations. Providers will be notified with a form letter and registration renewal packet mailed out 120 days prior to the expiration of their registrations.
7. Applications will be evaluated according to the provider's documentation of meeting criteria such as:  
Health requirement verifying that the provider has received a physical examination by a medical practitioner and a documented TB test, and that the providers' children and other residents of the home do not have health conditions which could endanger the children in the family day care  
Safety requirement verifying an inspection of a gas space heater, wood burning stove, fireplace, or well/spring water (if the family day care home does not have municipal water)  
References attesting to the provider's ability to provide child care  
State Central Registry of Child Abuse and Maltreatment clearing the name of the applicant and other residents of the home who are eighteen years of age or over  
Criminal History Record Check by the Division of Criminal Justice Services of applicants, household members, and staff, Environmental hazards statement  
Health care and evacuation plan  
A recommendation of approval or disapproval of a registration application will then be made to the Albany Regional Office of the Division of Child Care Services

## **B. Conducting Investigations and Tracking Complaints**

1. The Registrars will conduct an initial inspection at the site of each potential registered FDC home and SACC site. At least 50% of the existing sites will be inspected annually. Inspections will be carried out according to guidelines established by the NYS Office of Children and Family Services for Registered Family Day Care Home

and School-Age Program Inspections. At each of these unannounced inspection visits (Initial, Renewal and 50% inspection visits are announced), a full compliance study will be made according to the established guidelines. As part of the compliance assessment, minor violations will be noted and technical assistance provided for correcting violations. Violations of a more serious nature will be referred to the Albany Regional Office of the Division of Child Care Services for enforcement. A safety assessment will be conducted upon receipt of a criminal record to aid in the determination of potential enforcement action.

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

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

While a complaint is being investigated, no public referrals (NPR) will be made to the family day care providers' home or school-age program according to guidelines established for complaint procedures by the Office of Children and Family Services. When a complaint is resolved, the NPR status will be removed and referrals made to the program.

A letter will be hand-delivered to an unregistered provider (who exceeds the legal number of children) informing the caregiver of the option to become registered, the benefits of becoming registered, start-up funding availability, etc. If the provider desires to remain unregistered, information will be given about operating a child care business for only two children on an informal basis which is legally exempt from regulation. If the provider desires to remain unregistered and refuses to take the corrective action of reducing the number of children in care, the matter will be turned over to the Albany Regional Office for enforcement.

3. Upon receipt of the renewal application, if there are unresolved regulatory violations, complaints, or the provider has failed to meet mandated training requirements, an unannounced site visit may be made. If through technical assistance, a plan for corrective action cannot be developed, the matter will be referred to the Albany Regional Office for enforcement.

4. A computerized data base will be maintained for each provider to track inspection reports, compliance documentation, or corrective actions. In addition to this database, information will be retained on paper in files for individual providers.

When Brightside Up, Inc. receives a complaint regarding regulatory violations or child abuse/neglect, the person will be given the appropriate number to call at the Albany Regional Office as required by state policy. If a complaint involves a non-regulatory matter and is of a personal nature such as payment of fees, the Registrar and other Child Care Council staff working in this program area will offer technical assistance concerning contracts between providers and parents, program policies, etc.

5. Brightside Up, Inc. will conduct the required number of Mid-Point Requirements for Family Day Care and School Age Child Care programs and complete all required documentation review and appropriate notices and mandatory inspections within the required timeframes. The Quarterly Standard Performance Level for Mid-Point Requirements for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point Requirements is not met each quarter, 2% of the quarterly contract amount will be withheld. These inspections will be documented accordingly.

### **C. Provider Grievances**

The Registrar will inform providers that Brightside Up, Inc. has a grievance procedure which providers may use to present grievances about the operation of the Family Day Care Registration Services program and the right of the provider to appeal. Brightside Up, Inc will inform providers and the Local County Department of Social Services of this right.

According to Family Day Care licensing regulations 417.18 and School-Age Child Care licensing regulations 414.18 (Enforcement of Regulations and Hearings), a family day care provider or school-age program has the right to a hearing to determine if the provider/program has failed to comply with applicable law and regulation. After the hearing, determinations are made to reject, revoke, terminate, suspend, limit registration, or impose civil penalties.

### **D. Outreach to Lower Income Neighborhoods**

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

Cornell Cooperative Extension of Rensselaer County  
Capital District Educational Opportunity Center  
Residents groups within the Troy Housing Authority  
Neighborhood Associations in Troy and Rensselaer

**E. Documentation**

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

**F. Compliance**

Brightside Up, Inc. will comply with all current and subsequent rules, regulations, and laws pertaining to the provision of the registration program services.

**G. Staffing**

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

**H. Cooperation and Participation**

Brightside Up, Inc. will cooperate and participate in any endeavors incident to the delivery of the registration program services, including but not limited to testimony for fair hearings, grievance hearings and notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings and any other matters of procedures.

**Other Relevant Information**

Brightside Up, Inc. has been successfully providing Registrar Services for Albany County for several years. As part of the four-county (Albany, Rensselaer, Saratoga, and Schenectady) network, Brightside Up is able to provide full services including registration, training, CACFP, and Health and Safety grants to existing and potential family day care providers and school-age child care sites.

**Agency: Rensselaer County Department of Social Services**

**Period: January 1, 2024 – December 31, 2024**

**APPENDIX B  
Budget Summary Form**

✦ The purpose of this form is to document the preliminary budget for the proposed program.

<b>Expense Category</b>	<b>Requested OCFS Funds*</b>	<b>Total Cost</b>
<b>A. Personal Services</b>		
1. Personnel	\$0	\$0
2. Fringe Benefits	\$0	\$0
3. Total (Lines 1 + 2)	\$0	\$0
<b>B. Non-Personal Services</b>		
4. Contractual/Consultant	\$164,589	\$164,589
5. Staff Travel/Per Diem	\$0	\$0
6. Equipment	\$0	\$0
7. Supplies	\$0	\$0
8. Other Expenses	\$0	\$0
9. Total (Total Lines 4 to 8)	\$164,589	\$164,589
<b>C. Project Total (Lines 3 + 9)</b>	<b>\$164,589</b>	<b>\$164,589</b>

✦

Due to Excel rounding the budget amounts (cents are calculated but not indicated in the budget lines), the totals may appear incorrect. This is resultant from individual totals rounding in a manner that they do not offset each other evenly thereby causing the totals to appear incorrect - albeit, if the cents were included in each line, the totals would sum correctly. OCFS will accept [rounded] budget line totals within a five dollar (\$5.00) range.

Agency: Brightside Up, Inc

Period: January 1, 2024 - December 31, 2024

**APPENDIX B  
Budget Summary Form**

✦ The purpose of this form is to document the preliminary budget for the proposed program.

Expense Category	Requested OCFS Funds*	Total Cost
<b>A. Personal Services</b>		
1. Personnel	\$119,520	\$119,520
2. Fringe Benefits	\$23,605	\$23,605
3. Total (Lines 1 + 2)	\$143,125	\$143,125
<b>B. Non-Personal Services</b>		
4. Contractual/Consultant	\$13,450	\$13,450
5. Staff Travel/Per Diem	\$3,489	\$3,489
6. Equipment	\$0	\$0
7. Supplies	\$3,150	\$3,150
8. Other Expenses	\$1,375	\$1,375
9. Total (Total Lines 4 to 8)	\$21,464	\$21,464
<b>C. Project Total (Lines 3 + 9)</b>	<b>\$164,589</b>	<b>\$164,589</b>

✦ Itemize below the source of the Local Share support. The total below must match the Project Total amount above in the Local Share column.

**Appendix C-1**  
**Standard Performance Levels**  
**Payment Schedule**

CONTRACTOR Name: **Rensselaer County Department of Social Services**

CONTRACT Period: **01/01/25 to 12/31/25**

**\$41,147.25**, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of **\$164,589.00**, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

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

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

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

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

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

#### Quarterly Standard Performance Level –Complaint Investigations

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

#### Quarterly Standard Performance Level – Annual Inspections

The Contractor will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

#### Quarterly Standard Performance Level – Quarterly Inspections

The Contractor will conduct a monitoring inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for Quarterly inspections for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 95% of the Standard Performance Level for Quarterly Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld. Quarterly Inspections may be conducted in conjunction with onsite midpoint inspections. A Quarterly inspection is not required during the quarter that annual inspection for the program is completed.

#### Quarterly Standard Performance Level – Mid-Point Requirements

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

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

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

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Contractor will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

**Quarterly Standard Performance Level– Approved Staffing Plan**

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

**DESIGNATED PAYMENT OFFICE**

**Program Office:** Division of Child Care Services

**Program Area:** Contract Unit

**Address:** 52 Washington Street

South Building, Room 309

Rensselaer, New York 12144

APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES  
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
2. TYPE OF APPLICATION: NEW  CONTINUATION  AMENDMENT
3. AMOUNT OF FUNDS REQUESTED: \$164,589
  1. PROJECT PERIOD: 1/01/2025 to 12/31/2025
5. ORGANIZATIONAL NAME & ADDRESS:  
Rensselaer County Department of Social Services  
127 Bloomingrove Drive  
Troy, New York 12180 Tel #: (518) 833-6000
6. CONTACT NAME: Michael P. McMahon  
TITLE: Commissioner  
PHONE: (518) 833-6003  
E-MAIL ADDRESS: [michael.mcmahon2@dfa.state.ny.us](mailto:michael.mcmahon2@dfa.state.ny.us)
7. INDIVIDUAL(S) AUTHORIZED TO SIGN FOR APPLICANT:  
PRIMARY NAME: Michael P. McMahon PHONE# (518)833-6005  
PRIMARY TITLE: Commissioner
8. NAME OF PROJECT DIRECTOR: Timothy Bazyk  
TITLE: Supervisor  
PHONE: (518) 833-6190  
LOCATION ADDRESS: 127 Bloomingrove Drive Troy, New York 12180  
E-MAIL ADDRESS: [Timothy.Bazyk@dfa.state.ny.us](mailto:Timothy.Bazyk@dfa.state.ny.us)
9. INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:  
NAME: Janis Randall  
TITLE: Accounting Supervisor  
PHONE: (518) 833-6108  
LOCATION ADDRESS: 127 Bloomingrove Drive, Troy, New York 12180  
E-MAIL ADDRESS: [Janis.Randall@dfa.state.ny.us](mailto:Janis.Randall@dfa.state.ny.us)
- A. MUNICIPALITY NUMBER : 380100000
- B. CHARITABLE REGISTRATION NUMBER: Exempt
- C. DUNS# 080469091

**10. Agreement:**

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) The grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8) The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

---

Signature of Official Authorized to Sign for Applicant

Date

---

Name and Title (typed)

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law:\_\_\_\_\_ G Resolution:\_\_\_\_\_ P Resolution:\_\_\_\_\_

Title of Legislation:\_\_\_\_\_

Requested by:\_\_\_\_\_

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 \_\_\_\_\_. 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 \$\_\_\_\_\_ 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.):\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Head

\_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date March 11, 2025

Resolution No. G/2

**RESOLUTION AUTHORIZING AGREEMENTS WITH TOGETHER FOR YOUTH FOR NON-SECURE  
DETENTION AND ALTERNATIVES TO DETENTION SERVICES -  
DEPARTMENT OF SOCIAL SERVICES**

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

**WHEREAS**, Rensselaer County is mandated to provide and assure the availability of non-secure detention facilities as well as alternatives to detention; and

**WHEREAS**, The Department of Social Services ("Department") seeks to continue to contract with Together for Youth, formerly known as Berkshire Farm Center and Services for Youth for non-secure detention services as well as an intensive prevention program which includes providing immediate assessment of youth and family functioning, crisis intervention, respite service and in-home service to the youth and family; and

**WHEREAS**, Together for Youth staff goes to Family Court and advocates for the child to remain in their home with services or electronic monitoring; and

**WHEREAS**, Together for Youth is the only service provider in the Capital Region that can provide both the non-secure detention services as well as the wrap-around services necessary to shorten the length of time in detention or prevent the remand to detention; and

**WHEREAS**, Effective January 1, 2025, Together for Youth will provide Rensselaer County with one reserved bed, at a per diem rate of \$574.41, and will accommodate an additional non-secure detention request only if the unreserved bed is available and remains available, at the same per diem rate of \$574.41; and

**WHEREAS**, If an unreserved bed becomes unavailable the County will need to remove the youth by 5:00 PM; and

**WHEREAS**, The 2025 Rensselaer County Adopted Budget provides funding for these agreements within budgetary codes A.6123.04700 and A.6070.04747; and

**WHEREAS**, The start and end dates of such agreements, the source of funding of the same, the total amount to be expended over the life of the same, and the name and address of the contracting parties are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT OF CONTRACT</u>
Non-Secure Detention 1/1/25-12/31/25	Together for Youth 13640 Route 22 Canaan, New York 12029	A.6123.04700	\$218,276.00
Stepping Stones Intensive Prevention Prog. 1/1/25-12/31/25	Together for Youth 13640 Route 22 Canaan, New York 12029	A.6070.04747	\$128,210.00

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**March 11, 2025**

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  
And  
Together for Youth  
[fna Berkshire Farm Center and Services for Youth]**

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 Together for Youth, fna Berkshire Farm Center and Services for Youth located at 13640 Route 22, Canaan, New York 12029 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 engaged in the business of hosting a "Stepping Stones" program; and

**WHEREAS**, the County seeks to offer the Stepping Stones program; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

1.1 Stepping Stones is in intensive prevention program that will reduce the County's need to place youth in detention or other out of home placements. Stepping Stones will have the following impact:

- Reduce admissions to detention thus reducing the County's detention costs.
- Reduce the number of detention care days thus reducing the County's detention costs.
- Reduce the number of PINS petitions being filed.
- Reduce the number of PINS being placed out of the home.

1.2 Stepping Stones has the following characteristics:

- A no reject policy - all pre-PINS, alleged PINS or adjudicated PINS will be accepted.
- Immediate response to referrals 24 hours a day.
- Immediate crisis intervention service with skilled professionals.
- Immediate assessments of youth and family functioning.
- An as needed respite service component.
- Intensified services for 30 to 60 days.
- One family specialist for every six identified youth and their families.

1.3 Vendor's staff will provide:

- A minimum of five contacts with youth/family per week (at least two will be face-to-face contacts).
- A minimum of three written status reports will be submitted to the county during the service period.
- At discharge a recommendation to the County of further needed community-based services (if required).

1.4 Vendor's staff will have the following:

- Master's Degree in Human Services.
- Strong crisis intervention skills .
- Ability to administer assessment tools.
- Excellent understanding of family dynamics.
- Flexible work schedule to provide services when needed.
- Passion to make a difference and persistence to do whatever it takes to keep youth and families together.

1.4 Vendor will provide all needed trainings for staff and provide administrative oversight 24 hours a day, 7 days a week and 52 weeks a year. Vendor will ensure that all components of Stepping Stones are offered in a professional and timely manner.

## **2. TERM OF CONTRACT**

This Agreement shall commence on **January 1, 2025** and shall terminate on **December 31, 2025**.

## **3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **\$128,210.00** 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 Rensselaer County Attorney, 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.

## **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.

**Rensselaer County  
And  
Together for Youth  
[fna Berkshire Farm Center and Services for Youth]**

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 Together for Youth fna Berkshire Farm Center and Services for Youth located at 13640 Route 22, Canaan, New York 12029, 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 has developed one (1) non-secure detention service program to conform to Section 218-a. B. of the New York State County Law (which mandates, in part, that each county "provide or assure the availability of conveniently accessible and adequate non-secure detention facilities,"); and

**WHEREAS**, the New York State Office of Children and Family Services and the state division for youth have certified said facilities; and

**WHEREAS**, the County wishes to place eligible and appropriate juveniles in these programs; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

1.1 Vendor reserves the right to reject at referral or intake any youth under the following conditions:

- When a referred youth has committed a serious act such as rape, murder, arson, assault with serious injury, or sexual assault.
  
- When a referred youth has a history of fire setting and does not have a recent fire setting risk assessment that states the youth is at low risk of future fire setting behaviors.
  
- When a referred youth is currently actively involved in detoxification from opiates.
  
- When a referred youth is diagnosed with a medical or mental health condition which prevents the youth from being safely supervised and cared for in a Non-Secure Detention setting.
  
- When a referred youth is, at the time of referral, currently shows signs of suicidal or homicidal ideation.

1.2 Vendor reserves the right to ask for the immediate removal of a youth currently in a Vendor's Non-Secure Detention program under the following conditions:

- When the youth's behavior, after the program has exhausted all approved de-escalation techniques, continues to be a danger to themselves or other youth in the household. Examples of this type of behavior are, but are not limited to; excessive AWOL attempts, physical or sexual assaults on other youth in the program, repeated destruction of facility or agency property, and being physically assaultive towards agency staff.
- When a youth's action exacerbates their medical or mental health conditions that prevent them from being safely cared. Some examples of these actions could be, but are not limited to; refusing to take prescribed medication, refusal to attend any scheduled evaluation or appointments, intentionally seeking to harm themselves through action or inaction with regards to their mental or physical health.

### 1.3 RESPONSIBILITIES OF THE VENDOR

1.3.1 The Vendor will operate the non-secure detention program in compliance with applicable Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.

1.3.2 The programs will provide youth care, shelter, food, clothing, education, health care, recreation, case management services, outcome feedback and family involvement to the extent possible.

1.3.3 The Vendor will provide non-secure detention services for juveniles: (1) awaiting Family Court adjudication or disposition, or (2) who are runaways awaiting transportation in accordance with the Interstate Compact.

1.3.4 The Vendor will schedule medical examinations for all detained juveniles within 72 hours of admission. The Vendor will pay for a complete physical examination. All other medical costs, including pharmaceutical and dental costs, will be the responsibility of the parents and/or the county.

1.3.5 The Vendor will establish for each youth an opportunity to participate in recreation and opportunities to worship. The Vendor will make every effort to establish and maintain communication between the juvenile and his/her parents or legal guardian.

1.3.6 The Vendor will assist in the process to ensure that educational services will be provided to each juvenile by the local school district within the guidelines of the State Education Department.

1.3.7 The Vendor will monitor the adjustment of each juvenile in detention. The Vendor will prepare a written court letter describing the behavior of each youth who have been in care for 72 hours or longer. The Vendor will establish and maintain a liaison with the County Probation Department, Family Court and the Department of Social Services that placed the juvenile.

1.3.8 The Vendor will maintain a 24-hour-a-day intake unit at all described non-secure detention programs.

1.3.9 The Vendor agrees to maintain books, records and supporting documents as required by Social Services Law and Part 180 of the Juvenile Detention Facilities Regulations. The Vendor will use accounting procedures and practices that properly reflect all direct and indirect costs of the services under the Agreement. The financial and statistical records shall be subject at reasonable times to inspection, review or audit authorized by the County and State governments.

1.3.10 The Vendor will maintain appropriate administrative records that include, but not limited to, daily census, visitor's log, inventory of juvenile property, receipts and expenditures, monthly statistics, medical records and behavior reports.

1.3.11 The Vendor will keep accurate records for each youth placed in detention. All information contained in the Vendor's files shall be confidential, pursuant to the applicable provisions of the Social Services Law and the Law of the Family Court of the State of New York.

1.3.12 The Vendor is only responsible for transporting youth to emergency medical appointments.

1.3.13 The Vendor will bill the County for the cost of maintaining juvenile(s) at these facilities.

#### 1.4 RESPONSIBILITIES OF THE COUNTY

1.4.1 The County agrees to utilize these programs for only those youth who are eligible and may be legally admitted to non-secure detention as prescribed by the Family Court Act and/or the Criminal Procedures Law, and the Regulations of the New York State Office of Children and Family Services.

1.4.2 The County will cooperate with the Vendor to plan the juvenile's timely release from detention.

1.4.3 The County will provide the documents requested by the Vendor within 48 hours of admission (i.e. court orders).

1.4.4 The County agrees to contract for one (1) reserved unit of service (bed) at a **per diem rate of \$574.72 per youth**. The County will pay the Vendor for the bill rendered within thirty days after approval of a voucher submitted by the Vendor. The County agrees to pay the **per diem unreserved rate of \$574.72** when utilizing more than the one (1) reserved contracted bed. If a reserved bed is needed when a Rensselaer County youth is utilizing an unreserved bed, that youth will need to be removed by 5 pm to accommodate the other reserved county.

## 2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2025** and shall terminate on **December 31, 2025**.

### **3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **\$218,276.00** 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 Rensselaer County Attorney, 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.

## **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.

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law:\_\_\_\_\_ G Resolution:\_\_\_\_\_ P Resolution:\_\_\_\_\_

Title of Legislation:\_\_\_\_\_

Requested by:\_\_\_\_\_

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

Department Head

\_\_\_\_\_

# together for youth

Building stronger families  
and communities.



7/19/24  
1/1/24

13640 State Route 22  
Canaan, NY 12029  
518.781.4567

[togetherforyouth.org](http://togetherforyouth.org)

**Brian Parchesky**  
President & CEO

June 24, 2024

Rensselaer County Dept. of Social Services  
Michael McMahon, Commissioner  
127 Bloomingrove Drive  
Troy, NY 12180



Dear Commissioner McMahon:

Enclosed is the proposed 2025 budgets for the Rensselaer Program. In providing this budget, we fully realize the current financial situation and have worked extremely hard to keep costs as low as possible while continuing to provide high quality services. As an agency, we have developed many different initiatives to offset rising costs, while allowing us to continue delivering the same high standard of service we've provided Rensselaer County for the past 13 years.

While we recognize Rensselaer County's need to keep the budget low and understand its importance, we are proposing the following attached budget figures. You will notice a small increase for our staff to address the increased cost of living. We have made some changes to our administrative allocations, insurance and fringe rates. We have seen a consistent increase in our cost to provide administrative support and insurance to programming and as a result we need to move our administrative allocation from 13% to 15% to maintain our high level of services and increase our insurance rate to 4.5%. On the positive side, we have been able to work closely with our insurance providers and are able to cut our fringe benefit costs this year. We are proposing moving our fringe allocation from 35% down to 30%. Finally, in the budgets you will notice a small increase in our mileage which is necessary to keep pace with rising costs.

In making this request, we believe this is the most cost-effective way to enhance the relationships, partnerships, and quality of services we provide. Also, as pointed out in our 2023 Annual Report, Together for Youth (Berkshire) was able to avert the out of home placement of 32 youth, resulting in an estimated cost savings of \$3,817,586 to Rensselaer County.

We truly appreciate and value our partnership with Rensselaer County. Thank you for allowing us to provide positive prevention programming in your county that helps keep children safe in their community. Please let us know if we need to make any modifications to this budget, or if you have any questions, feel free to contact me at 518-346-6201.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucas Jacobs".

Lucas Jacobs

Vice President of Detention and Prevention Services

#### Our Mission:

*To empower youth and families to live safely, independently, and productively in their communities.*



TOGETHER FOR YOUTH  
 RENSSELAER COUNTY  
 STEPPING STONES PROGRAM  
**2025 Proposed BUDGET**

Personnel

Director of Prevention		\$5,000
Coordinator		10,000
Family Specialist	1 FTE	54,500
Secretary		2,000
Total Salaries		<u>\$71,500</u>
Fringe	30%	21,450
Total Personnel		<u>\$92,950</u>

OTPS

Transportation		\$4,500
Family Incentives		515
Assessment Tool Fee		206
Program Supplies/Equip		1,850
Respite Care		2,060
Rent		1,494
Insurance	4.5%	4,828
Telephone		1,524
Postage		80
Advertising		610
Dues Licenses & Fees		750
Staff Development		750
Administrative Allocation	15%	\$16,093
Total OTPS		<u>\$ 35,260</u>

Total Operating Budget	<u><u>\$128,210</u></u>
------------------------	-------------------------

Respite daily rate =  
\$46.53



Building stronger families  
and communities.



13640 State Route 22  
Canaan, NY 12029  
518.781.4567

[togetherforyouth.org](http://togetherforyouth.org)

**Brian Parchesky**  
President & CEO

December 17, 2024

Michael McMahon Commissioner  
Rensselaer County Department of Social Services  
127 Bloomingrove Drive  
Troy, NY 12180

Dear Commissioner McMahon:

As we welcome in the 2025 New Year, we are pleased you have chosen to renew your Non-Secure Detention Reserved Usage Agreement with Together for Youth. Providing services to the youth in your county has been a pleasure over the past year.

We are excited to inform you that we are once again contracted for 12 beds. Therefore, the fee for your one (1) Reserved Non-Secure Detention bed in 2025 is now \$574.41 rather than the original planned amount of \$591.97. This cost savings is a result of working with our stakeholders vendors, and finance departments to find ways to keep our rates for you as low as possible.

The per diem bed rate will also reflect the rate of \$574.41. If a reserved bed is needed when a Rensselaer County youth is utilizing an unreserved bed, that youth will need to be removed by 5 pm to accommodate the other reserved county.

If you have any questions, please contact me at 518-346-6201.

Sincerely,

Lucas Jacobs  
Vice President of Detention and Prevention Services



**Our Mission:**

*To empower youth and families to live safely, independently, and productively in their communities.*



# Department of State

## Division of Corporations

### Entity Name History

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#### Entity Details ^

<b>ENTITY NAME:</b> TOGETHER FOR YOUTH	<b>DOS ID:</b> 116
<b>FOREIGN LEGAL NAME:</b>	<b>FICTITIOUS NAME:</b>
<b>ENTITY TYPE:</b> DOMESTIC NOT-FOR-PROFIT CORPORATION	<b>DURATION DATE/LATEST DATE OF DISSOLUTION:</b>
<b>SECTION OF LAW:</b> -	<b>ENTITY STATUS:</b> ACTIVE
<b>DATE OF INITIAL DOS FILING:</b> 01/01/1886	<b>REASON FOR STATUS:</b>
<b>EFFECTIVE DATE INITIAL FILING:</b>	<b>INACTIVE DATE:</b>
<b>FOREIGN FORMATION DATE:</b>	<b>STATEMENT STATUS:</b> NOT REQUIRED
<b>COUNTY:</b> COLUMBIA	<b>NEXT STATEMENT DUE DATE:</b>
<b>JURISDICTION:</b> NEW YORK, UNITED STATES	<b>NFP CATEGORY:</b> CHARITABLE

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Search

File Date	Document Type	Entity Name	File Number
01/01/1886	CERTIFICATE OF INCORPORATION	BURNHAM INDUSTRIAL FARM	CH332-LW1886
08/26/1896	CERTIFICATE OF AMENDMENT	BERKSHIRE INDUSTRIAL FARM	3W-66
01/01/1959	CERTIFICATE OF AMENDMENT	BERKSHIRE FARM FOR BOYS	CH35-LW1959
01/01/1974	CERTIFICATE OF AMENDMENT	BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH	CH132-LW1974
04/25/2024	CERTIFICATE OF AMENDMENT	TOGETHER FOR YOUTH	240426002469

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