



		<b>Notes :</b>

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 10, 2025

Resolution No. G/6

## RESOLUTION AUTHORIZING AN AGREEMENT WITH HUDSON VALLEY COMMUNITY COLLEGE FOR EDUCATIONAL SERVICES - DEPARTMENT OF SOCIAL SERVICES

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

**WHEREAS**, Social Services Law Section 112 requires local social service districts to provide a suitable training program for its employees; and

**WHEREAS**, The Rensselaer County Department of Social Services ("Department") seeks Legislative authorization to enter into an agreement with Hudson Valley Community College ("HVCC") for the purpose of training and/or educational services for the Department's employees; and

**WHEREAS**, The Department and HVCC have worked collaboratively for thirty-five years through the Social Service Education Program to provide training, organizational support, and educational opportunities for Department employees; and

**WHEREAS**, The Department will utilize funds available within the 2025 Rensselaer County Adopted Budget via appropriation code A.6010.04900; and

**WHEREAS**, The total cost of the agreement being \$115,339.00, will be funded with HVCC contributing twenty-nine percent (29%) or \$33,448.00 and the Department providing the remaining seventy-one percent (71%) or \$81,891.00; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Training and Educational services July 1, 2025- June 30, 2026	Hudson Valley Community College 80 Vandenburg Avenue Troy, NY 12180	A.6010.04900	\$81,891.00

; now, therefore, be it

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: RESOLUTION AUTHORIZING AN AGREEMENT WITH HUDSON VALLEY COMMUNITY COLLEGE

Requested by: DEPARTMENT OF SOCIAL SERVICES

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

1) Projected cost of proposed legislation, if any: \$ 115,339 current year  
\$ similar ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Total contract \$113,791. HVCC contributes 29%, balance of 71% subject to normal funding streams

a) For federal funding: amount \$ ~32,756 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes  or No \_\_\_\_\_

b) For state funding: amount \$ 22,929 and length of time state funding is available ongoing. 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 \$ ~26,206 and ongoing \$ similar

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 Commissioner of Social Services is an authorized Social Service official charged with the responsibility, insofar as funds are available, to provide for suitable training of Social Services employees as authorized under New York State Social Services Law.

Department Head

Michael P. McMahan

**SOCIAL SERVICE EDUCATION PROGRAM**  
*A Joint Program of Hudson Valley Community College and  
The Rensselaer County Department of Social Services*

**PROPOSAL FOR THE PERIOD  
JULY 1, 2025 THROUGH JUNE 30, 2026**

For the past thirty-five years, the Social Service Education Program (SSEP) has provided academic opportunities, consultation, and training for the employees of the Rensselaer County Department of Social Services. As the Social Service Education Program begins its 36th year, this collaborative endeavor between Hudson Valley Community College (HVCC) and the Rensselaer County Department of Social Services (RCDSS) becomes ever more critical as social services agencies like RCDSS are directly impacted by economic and social issues, a more diverse clientele, and technological and regulatory changes.

For the period July 1, 2025, to June 30, 2026, the Social Service Education Program will again utilize the academic and advisement resources from within Hudson Valley Community College as well as the larger capital district community to address the educational, training, and organizational development needs of RCDSS and its employees. As one of the top-rated community colleges in the country, Hudson Valley Community College is well-positioned to assist the Rensselaer County Department of Social Services to respond to the changing demands placed on its workforce. The Social Service Education Program will continue to offer monetary, technical, and advisement support to RCDSS employees enrolled in college credit-bearing classes online and on campus.

The SSEP will continue to assist with employee training, program planning, and organizational assessment and planning as needed. RCDSS continues to see a need for training in the areas of self-care, mindfulness and working in a stressful work environment. The SSEP will work with RCDSS to provide training opportunities for employees in these areas as well as other identified areas of safety, de-escalation, neurobiology and trauma, and LGBT diversity training. The SSEP will provide RCDSS employees the opportunity to attend workshops and training offsite on topics relevant to their job responsibilities at RCDSS. Ongoing assessment, planning, and evaluation of SSEP activities will take place through meetings with the Commissioner, Staff Development Coordinator, Supervisors, and employees at RCDSS along with the SSEP Program Coordinator and Program Director from Hudson Valley Community College.

## **Summary of the accomplishments of the Social Service Education Program for the period July 1, 2024 through June 30, 2025.**

### **EDUCATION**

For the past thirty-five years, the Social Service Education Program has provided RCDSS employees the opportunity to take college credit courses through Hudson Valley Community College. In the 2024-2025 academic year, students took part in our in-person and online courses. Students were able to choose the courses that they specifically needed and to meet their degree requirements. The SSEP contract purchased the textbooks for the RCDSS employees who enrolled in HVCC classes. Additionally, the Program Coordinator assists with the course registration and enrollment process. The Rensselaer County Department of Social Services provides tuition waivers for the employees who take these courses. A wide variety of courses are now available to all DSS employees. Many workers have opted to continue their studies in Business, as they are account clerks and wish to advance. We are continuing to encourage employees to enroll in our new micro-credential for individuals interested in being eligible for their CASAC-T. The Chemical Dependency Micro-credential allows students to take the core classes needed to take the CASAC-T exam. This was the third year that we were able to accept students into this credential, we are hoping to have more individuals for the next contract year.

### **TRAINING**

- ***Off-Site Training and Conferences***

The SSEP contract provides RCDSS employees the opportunity to attend off-site conferences, training, workshops, and seminars. During this past contract year, through the financial support of the SSEP, RCDSS employees attended the New York State Public Welfare Association Winter and Summer Conferences, The New York State Fraud Investigators Annual Training and the Albany Medical Center Joining Forces: Addressing Child Abuse at All Levels of Care Conference.

- ***Employee Trainings***

In collaboration with the Staff Development Coordinator at DSS, the Program Coordinator oversaw trainings at DSS that included Stress Management Workshops; and Mindfulness Workshops.

- ***Consultant Training***

Gary Kelly provided training to RCDSS Casework staff in the areas of Field Safety and Child Abuse Investigations, and Forensic Interviewing.

# BUDGET

TITLE  
Rens Cty DSS Social Services Education Program

PROJECT CODE TERM

## OBJECT OF EXPENSE

### A. PERSONAL SERVICES

1. Personnel	\$29,538	
2. Fringe Benefits	\$11,136	
<b>A3 - Total Personal Services</b>		<b>A3 \$40,674</b>

### B. NON-PERSONAL SERVICES

4. Equipment Purchase	\$20,000	
5. Equipment Rental	\$0	
6. Consumable Costs	\$7,500	
7. Staff Travel	\$0	
8. Subcontractor/Consultant Cost	\$14,600	
9. Other	\$4,500	
10. Trainee Stipends	TOTAL:	
11. Trainee Tuition and Fees	TOTAL:	
12. Trainee Travel and Per Diem	TOTAL:	
13. *Total Indirect Cost (Enter Amount from below)	\$28,065	
<b>B14 -Total Non-Personal Costs</b>		<b>B14 \$74,665</b>

**C. TOTAL COST (A3 + B14) C1 \$115,339**

**D. 1. AMOUNT TO BE REIMBURSED (C1 x RATE) RATE D1 \$81,891**  
71.00%

\* INDIRECT COST CALCULATION-RATE% x BASE (Attach copy of Federally approved rate agreement)

Indirect cost (Federally approved) Rate = 69%  
\$29,538 (Salary)+ \$11,136 (Fringe\*) x 69% = \$28,065

### REMARKS

Budget modifications under \$5,000 may be mutually approved by the Staff Development Coordinator of RCDSS and the SSEP Project Director and Comptroller of HVCC. Budget modifications above \$5,000 must be approved by the County Executive or his designee and the President of HVCC or his designee.

NAME	TITLE	BASE SALARY*	% STAFF TIME	TOTAL SALARY CHARGED
Maryanne Pepe	Program Director	\$11,928	100.00%	\$11,928
	250 hours @ 47.71			\$0
				\$0
Ann Ruecker	Program Coordinator			\$0
	7/1/25-8/31/25 \$31.83/hr - 6 hr/wk	\$1,719	100.00%	\$1,719
	9/1/25-6/30/26 \$32.47/hr - 6 hr/wk	\$8,377	100.00%	\$8,377
				\$0
Program Assistant	Program Assistant			\$0
	7/1/25-8/31/25 - \$35.54 - 4hr/wk	\$1,279	100.00%	\$1,279
	9/1/25-6/30/26 - \$36.25 - 4hr/wk	\$6,235	100.00%	\$6,235
Fringe Benefits for Pepe, Ruecker and Doyle @ 37.7%		\$11,136		\$11,136
				\$0
				\$0
				\$0
				\$0
<b>TOTAL ALL PERSONNEL SALARIES</b>				\$29,538
<b>TOTAL FRINGE BENEFITS</b>				\$11,136
<b>A3. TOTAL PERSONAL SERVICES COSTS</b>				\$40,674
<b>EXPLANATION OF FRINGE BENEFIT CALCULATIONS</b>				
Fringe benefits for Pepe, Ruecker, and Program Assistant @ 37.7%				
M. Pepe - \$11,928 x 37.7% = \$4,496.86				
A. Ruecker - \$1,719 + \$8,377 = \$10,096 x 37.7% = \$3,806.19				
Program Assistant - \$1,279 + \$6,235 = \$7514 x 37.7% = \$2832.78				
<b>*SPECIAL SALARY NOTES.</b>				

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 10, 2025**

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



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Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 10, 2025

Resolution No. G/8

## RESOLUTION AUTHORIZING AGREEMENTS WITH START CHILDREN'S CENTER, INC. FOR PREVENTATIVE SERVICES - 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 is mandated by the New York State Office of Children and Family Services to provide preventive services; and

**WHEREAS**, The Federal Administration for Children and Families approved New York State's Family First Prevention Services Act Prevention Plan which includes keeping children with kin and in family-based settings, the least restrictive environment for their needs and allows for the investment in more preventative, evidence-based programs; and

**WHEREAS**, New York State raised the minimum age of juvenile delinquency jurisdiction from seven to twelve years of age and require that young people receive support services and help from differential response programs to prevent future interactions with the justice system; and

**WHEREAS**, Resolutions G/266/23 and G/299/24 authorized agreements with START Children's Center, Inc. to provide these services to the various school districts in Rensselaer County; and

**WHEREAS**, Based on the success of this program, the Department seeks Legislative authorization to continue its agreement with START Children's Center, Inc. ("START") for the period of July 1, 2025 through June 30, 2026; and

**WHEREAS**, The total cost of the program is \$70,000.00 per school cluster with the Department being responsible for sixty-two percent (62%) or \$43,400.00 for each and the three school clusters sharing the remaining thirty-eight percent (38%) of the cost equally; and

**WHEREAS**, The start and end dates of the agreements, 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</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Family Intervention Specialist Rensselaer City/ East Greenbush 7/1/25-6/30/26	START Children's Center, Inc. 127 Bloomingrove Drive 2 <sup>nd</sup> Floor North Troy, NY 12180	A.6070.04747	\$43,400.00
Family Intervention Specialist Hoosick Falls/ Hoosic Valley 7/1/25-6/30/26	START Children's Center, Inc. 127 Bloomingrove Drive 2 <sup>nd</sup> Floor North Troy, NY 12180	A.6070.04747	\$43,400.00
Family Intervention Specialist Brunswick- Brittonkill/ Averill Park 7/1/25-6/30/26	START Children's Center, Inc. 127 Bloomingrove Drive 2 <sup>nd</sup> Floor North Troy, NY 12180	A.6070.04747	\$43,400.00

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 10, 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

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: RESOLUTION AUTHORIZING AGREEMENTS WITH START CHILDREN'S CENTER, INC.

Requested by: Department of Social Services

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

1) Projected cost of proposed legislation, if any: \$ 130,200 current year  
\$ similar 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 \$ N/A 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 \$ 130,200 and ongoing \$ similar

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.): ongoing

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

OCFS mandates local social services districts offer preventive services contracts. Under Family First, the Department is required to avoid placement or provide the least restrictive placement relative to the child's needs. START is present in the schools and therefore better able to identify the needs of the child/family and set up appropriate services.

Department Head

Michael P. McMahon

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “**County**”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2<sup>nd</sup> Floor North, Troy, New York, hereinafter referred to as “**Vendor**.”

## **ARTICLE 1. SCOPE OF WORK**

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “**Services**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

## **ARTICLE 2. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 at 12:01 a.m. and shall terminate on June 30, 2026 at 11:59 p.m.

## **ARTICLE 3. COMPENSATION**

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the **COUNTY’S** reasons for objecting to all or any portion of the invoice submitted by Vendor.

**A not to exceed cost of \$43,400.00** has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the

performance of the **SERVICES** giving rise to such excess or additional costs.

## **ARTICLE 4. EXECUTORY CLAUSE**

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the **COUNTY** to enter into this Agreement and the **COUNTY** relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the **COUNTY’S** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 6. CONFLICT OF INTEREST**

**VENDOR** represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the

proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

### **ARTICLE 7. FAIR PRACTICES**

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

### **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate

as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

### **ARTICLE 10. BOOKS AND RECORDS**

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

**ARTICLE 11. RETENTION OF RECORDS**

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS**

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant’s Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant’s certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker’s Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker’s Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor’s liability under this Agreement.

Worker’s Compensation	Statutory
Employer’s liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR’s compliance with these requirements Each certificate shall name the County as the certificate holder as follows:

Rensselaer County  
 Attn.: County Attorney  
 County Government Center  
 99 Troy Road  
 East Greenbush, New York 12061

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

Type of Coverage                      Limit of Coverage

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. TERMINATION**

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 17. GENERAL RELEASE**

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

## **ARTICLE 18. SET-OFF RIGHTS**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

## **ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

## **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

## **ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES**

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 22. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

## **ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

## **ARTICLE 22. MEDICAID 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 (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF RENSSELAER, NEW YORK**

**START CHILDREN'S CENTER, INC.**

By: \_\_\_\_\_  
**Steven F. McLaughlin**  
County Executive

By: \_\_\_\_\_  
**Kevin Maloney**  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
SCOPE OF SERVICES

**Family Intervention Specialist**

A Program Partnership between the START Children’s Center, Rensselaer County Department of Social Services, Brunswick-Brittonkill Central School District and Averill Park Central School District.

Under the START Children’s Center School Partnership Services, prevention programming will be provided through a collaboration between the START Children’s Center, Inc., Rensselaer County DSS, Brunswick-Brittonkill Central School District and Averill Park Central School District. A full-time Family Intervention Specialist position, an employee of the Center, will be available which will be shared equally between the Brunswick-Brittonkill Central School District and Averill Park Central School District. The cost will be shared between the two school districts and the Rensselaer County Department of Social Services. The goals of the program will be to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth’s school engagement. The program will also work to enhance relationships between the child welfare system and the schools. Circumstances that often lead to a family’s involvement in the child welfare system as well as circumstances that often lead to youth school disengagement will be targeted by this program. Appropriate interventions will be formulated. At times these circumstances involve truancy, lack of follow through with needed services, food instability, housing instability and various others. If a family’s basic needs aren’t met there is a reduced likelihood that a youth will attend and engage in school and an increased likelihood of child welfare system involvement. The program will work to form relationships with families, youth and school staff members. The position under this program will work in conjunction with school personnel and tie in community providers as appropriate and as needed. Increased communication provides for a team approach and pools available resources. The position will be available for crisis support as time allows and will be involved in proactive planning to avoid crisis situations with families as well. For example, if a family is without food the program can provide immediate provisions, but then the program becomes actively involved in helping the family connect with appropriate community resources to help avoid the food shortage from happening again. Reducing child welfare system involvement and increasing school engagement requires a multifaceted approach. This position provides for another resource to address these needs and helps to reduce school personnel time in this area to allow school personnel to focus efforts on other pressing needs.

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,400.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “**County**”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2<sup>nd</sup> Floor North, Troy, New York, hereinafter referred to as “**Vendor**.”

## **ARTICLE 1. SCOPE OF WORK**

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “**Services**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

## **ARTICLE 2. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 at 12:01 a.m. and shall terminate on June 30, 2026 at 11:59 p.m.

## **ARTICLE 3. COMPENSATION**

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the **COUNTY’S** reasons for objecting to all or any portion of the invoice submitted by Vendor.

**A not to exceed cost of \$43,400.00** has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the

performance of the **SERVICES** giving rise to such excess or additional costs.

## **ARTICLE 4. EXECUTORY CLAUSE**

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the **COUNTY** to enter into this Agreement and the **COUNTY** relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the **COUNTY’S** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 6. CONFLICT OF INTEREST**

**VENDOR** represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the

proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

### **ARTICLE 7. FAIR PRACTICES**

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

### **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate

as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

### **ARTICLE 10. BOOKS AND RECORDS**

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

**ARTICLE 11. RETENTION OF RECORDS**

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS**

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant’s Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant’s certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker’s Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker’s Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor’s liability under this Agreement.

Worker’s Compensation	Statutory
Employer’s liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR’s compliance with these requirements Each certificate shall name the County as the certificate holder as follows:

Rensselaer County  
 Attn.: County Attorney  
 County Government Center  
 99 Troy Road  
 East Greenbush, New York 12061

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

Type of Coverage                      Limit of Coverage

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. TERMINATION**

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 17. GENERAL RELEASE**

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

## **ARTICLE 18. SET-OFF RIGHTS**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

## **ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

## **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

## **ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES**

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 22. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

## **ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

## **ARTICLE 22. MEDICAID 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 (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF RENSSELAER, NEW YORK**

**START CHILDREN'S CENTER, INC.**

By: \_\_\_\_\_  
**Steven F. McLaughlin**  
County Executive

By: \_\_\_\_\_  
**Kevin Maloney**  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
SCOPE OF SERVICES

**Family Intervention Specialist**

A Program Partnership between the START Children’s Center, Rensselaer County Department of Social Services, Hoosick Falls Central School District and Hoosic Valley Central School District.

Under the START Children’s Center School Partnership Services, prevention programming will be provided through a collaboration between the START Children’s Center, Inc., Rensselaer County DSS, Hoosick Falls Central School District and Hoosic Valley Central School District. A full-time Family Intervention Specialist position, an employee of the Center, will be available which will be shared equally between the Hoosick Falls Central School District and Hoosic Valley Central School District. The cost will be shared between the two school districts and the Rensselaer County Department of Social Services. The goals of the program will be to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth’s school engagement. The program will also work to enhance relationships between the child welfare system and the schools. Circumstances that often lead to a family’s involvement in the child welfare system as well as circumstances that often lead to youth school disengagement will be targeted by this program. Appropriate interventions will be formulated. At times these circumstances involve truancy, lack of follow through with needed services, food instability, housing instability and various others. If a family’s basic needs aren’t met there is a reduced likelihood that a youth will attend and engage in school and an increased likelihood of child welfare system involvement. The program will work to form relationships with families, youth and school staff members. The position under this program will work in conjunction with school personnel and tie in community providers as appropriate and as needed. Increased communication provides for a team approach and pools available resources. The position will be available for crisis support as time allows and will be involved in proactive planning to avoid crisis situations with families as well. For example, if a family is without food the program can provide immediate provisions, but then the program becomes actively involved in helping the family connect with appropriate community resources to help avoid the food shortage from happening again. Reducing child welfare system involvement and increasing school engagement requires a multifaceted approach. This position provides for another resource to address these needs and helps to reduce school personnel time in this area to allow school personnel to focus efforts on other pressing needs.

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,400.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “**County**”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2<sup>nd</sup> Floor North, Troy, New York, hereinafter referred to as “**Vendor**.”

## **ARTICLE 1. SCOPE OF WORK**

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “**Services**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

## **ARTICLE 2. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 at 12:01 a.m. and shall terminate on June 30, 2026 at 11:59 p.m.

## **ARTICLE 3. COMPENSATION**

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the **COUNTY’S** reasons for objecting to all or any portion of the invoice submitted by Vendor.

**A not to exceed cost of \$43,400.00** has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the

performance of the **SERVICES** giving rise to such excess or additional costs.

## **ARTICLE 4. EXECUTORY CLAUSE**

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the **COUNTY** to enter into this Agreement and the **COUNTY** relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the **COUNTY’S** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 6. CONFLICT OF INTEREST**

**VENDOR** represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the

proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

## **ARTICLE 7. FAIR PRACTICES**

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

## **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate

as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

## **ARTICLE 10. BOOKS AND RECORDS**

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

**ARTICLE 11. RETENTION OF RECORDS**

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS**

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant’s Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant’s certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker’s Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker’s Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor’s liability under this Agreement.

Worker’s Compensation	Statutory
Employer’s liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR’s compliance with these requirements Each certificate shall name the County as the certificate holder as follows:

Rensselaer County  
 Attn.: County Attorney  
 County Government Center  
 99 Troy Road  
 East Greenbush, New York 12061

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

Type of Coverage                      Limit of Coverage

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. TERMINATION**

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 17. GENERAL RELEASE**

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

## **ARTICLE 18. SET-OFF RIGHTS**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

## **ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

## **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

## **ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES**

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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## **ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

## **ARTICLE 22. MEDICAID 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 (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF RENSSELAER, NEW YORK**

**START CHILDREN'S CENTER, INC.**

By: \_\_\_\_\_  
**Steven F. McLaughlin**  
County Executive

By: \_\_\_\_\_  
**Kevin Maloney**  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
SCOPE OF SERVICES

**Family Intervention Specialist**

A Program Partnership between the START Children’s Center, Rensselaer County Department of Social Services, Rensselaer City School District and the East Greenbush Central School District

Under the START Children’s Center School Partnership Services, prevention programming will be provided through a collaboration between the START Children’s Center, Inc., Rensselaer County DSS, Rensselaer City School District and East Greenbush Central School District. A full-time Family Intervention Specialist position, an employee of the Center, will be available which will be shared equally between the Rensselaer City School District and the East Greenbush Central School District. The cost will be shared between the two school districts and the Rensselaer County Department of Social Services. The goals of the program will be to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth’s school engagement. The program will also work to enhance relationships between the child welfare system and the schools. Circumstances that often lead to a family’s involvement in the child welfare system as well as circumstances that often lead to youth school disengagement will be targeted by this program. Appropriate interventions will be formulated. At times these circumstances involve truancy, lack of follow through with needed services, food instability, housing instability and various others. If a family’s basic needs aren’t met there is a reduced likelihood that a youth will attend and engage in school and an increased likelihood of child welfare system involvement. The program will work to form relationships with families, youth and school staff members. The position under this program will work in conjunction with school personnel and tie in community providers as appropriate and as needed. Increased communication provides for a team approach and pools available resources. The position will be available for crisis support as time allows and will be involved in proactive planning to avoid crisis situations with families as well. For example, if a family is without food the program can provide immediate provisions, but then the program becomes actively involved in helping the family connect with appropriate community resources to help avoid the food shortage from happening again. Reducing child welfare system involvement and increasing school engagement requires a multifaceted approach. This position provides for another resource to address these needs and helps to reduce school personnel time in this area to allow school personnel to focus efforts on other pressing needs.

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,400.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 10, 2025

Resolution No. G/9

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE, AUTHORIZING AN AGREEMENT WITH ST. PAUL'S CENTER AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - 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") has been notified of the option to again receive an allocation from the New York State Office of Temporary and Disability Assistance ("OTDA") for the Rental Supplement Program for the 2025-2026 Program Year 4 in the amount of \$497,493.00; and

**WHEREAS**, OTDA funding is earmarked to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status; and

**WHEREAS**, No award letter will be provided as this is an allocation and funding will be made immediately available to participating districts retroactive to April 1, 2025 to prevent any interruption in supplement payments for eligible households currently enrolled in the 2024-2025 program; and

**WHEREAS**, The Department has historically contracted with St. Paul's Center to administer the program and seeks Legislative authorization to enter into an agreement with St. Paul's Center for the period of April 1, 2025 through March 31, 2026 to continue to issue payments to the landlords directly and upon submission of a quarterly statement of expenditures, will be reimbursed by the Department with the Department then submitting a claim to the State to be reimbursed; and

**WHEREAS**, OTDA sets a fifteen percent (15%) limitation on administrative costs which St. Paul's Center is entitled to for reviewing applications, conducting the intake process, locating suitable and safe housing using the United States Department of Housing and Urban Development's habitability inspection form if the local Code Enforcement is not inspecting, obtain IRS W-9 forms from landlords, issuing rental payments to landlords, entering data into the Homeless Management Information System, submitting quarterly reports, issuing IRS 1099 forms at year-end and handling recertifications; 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/DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Rental Supplement Program 4/1/25 - 3/31/26	St. Paul's Center PO Box 589 Rensselaer, NY 12144	A.6010.04900.RSP	\$497,493.00

; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

**RESOLVED**, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

**GENERAL FUND REVENUES**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Social Services Administration -SA - Rental Supplement Program A.6010.36101.RSP	\$ 133,342.69	\$ 497,493.00	\$ 630,835.69

**GENERAL FUND APPROPRIATIONS**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services - Administration A.6010.04900.RSP Professional Services - Rental Supplement Program	\$ 133,342.69	\$ 497,493.00	\$ 630,835.69

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 10, 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

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: ACCEPTING ALLOCATION FROM NYS OTDA, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2025 ADOPTED BUDGET

Requested by: Department of Social Services

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

1) Projected cost of proposed legislation, if any: \$ 497,493 current year  
\$ similar ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% State reimbursable

a) For federal funding: amount \$ N/A and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

b) For state funding: amount \$ 497,493 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 \$ 0

e) Other (please explain) \$ \_\_\_\_\_

3) Is this expense or program mandated? Yes \_\_\_\_\_ No

4) Length of expense or project (one time only, ongoing, etc.): Expected to be ongoing in future State budgets

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

The Rental Supplement Program provides vital rental assistance to individuals and families who are experiencing homelessness or are facing an imminent loss of housing. This program is 100% reimbursable with State dollars.

Department Head

Michael P. McMahon

District	2025-2026 Rental Supplement Program Allocation
New York City	\$67,922,380
Albany	\$1,125,750
Allegany	\$120,210
Broome	\$899,827
Cattaraugus	\$282,026
Cayuga	\$268,767
Chautauqua	\$645,332
Chemung	\$290,178
Chenango	\$139,789
Clinton	\$240,580
Columbia	\$129,741
Cortland	\$141,026
Delaware	\$121,902
Dutchess	\$727,515
Erie	\$3,874,658
Essex	\$100,000
Franklin	\$164,265
Fulton	\$116,749
Genesee	\$143,394
Greene	\$116,986
Hamilton	\$100,000
Herkimer	\$154,406
Jefferson	\$402,505
Lewis	\$100,000
Livingston	\$190,065
Madison	\$120,038
Monroe	\$3,035,181
Montgomery	\$154,608
Nassau	\$2,028,294
Niagara	\$742,819
Oneida	\$857,846
Onondaga	\$1,916,038
Ontario	\$256,173
Orange	\$920,321
Orleans	\$144,298
Oswego	\$432,808
Otsego	\$125,940
Putnam	\$100,000
Rensselaer	\$497,493
Rockland	\$713,032
St. Lawrence	\$309,135
Saratoga	\$322,466
Schenectady	\$536,305
Schoharie	\$100,000
Schuyler	\$100,000
Seneca	\$100,000
Steuben	\$325,926
Suffolk	\$2,640,308
Sullivan	\$240,957
Tioga	\$124,850
Tompkins	\$461,767
Ulster	\$494,918
Warren	\$126,379
Washington	\$131,444
Wayne	\$193,050
Westchester	\$3,029,553
Wyoming	\$100,000
Yates	\$100,000

**Girzone, Jennifer (DFA)**

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**Subject:** FW: Rensselaer County Proposed RSP Plan 2025-2026  
**Attachments:** RSP Landlord Education Packet Template.doc; Rensselaer County Proposed RSP Plan 2025-2026.docx

**From:** Hitchcock, Joanne (OTDA) <[Joanne.Hitchcock@otda.ny.gov](mailto:Joanne.Hitchcock@otda.ny.gov)>  
**Sent:** Thursday, April 24, 2025 12:35 PM  
**To:** McMahon, Michael (DFA) <[Michael.McMahon2@dfa.state.ny.us](mailto:Michael.McMahon2@dfa.state.ny.us)>; Kelleher, Lisa A (DFA) <[Lisa.Kelleher@dfa.state.ny.us](mailto:Lisa.Kelleher@dfa.state.ny.us)>; Tracy Pitcher <[tpitcher@stpaulscenter.com](mailto:tpitcher@stpaulscenter.com)>; Charlee Stead <[cstead@stpaulscenter.com](mailto:cstead@stpaulscenter.com)>  
**Cc:** Graham-Owusu, Atricia (OTDA) <[Atricia.Graham-Owusu@otda.ny.gov](mailto:Atricia.Graham-Owusu@otda.ny.gov)>  
**Subject:** Rensselaer County Proposed RSP Plan 2025-2026

Good Afternoon,

In advance of the release of the Rental Supplement Program (RSP) Local Commissioners Memorandum (LCM) for Program Year 4, OTDA has combined each individual district's prior RSP plans into one document per district to include prior RSP plan information, as well as current 2025 Fair Market Rates (FMR). Districts who elect to receive this funding must have an updated 2025-2026 RSP Plan.

In order to expedite the review and approval of RSP Plans for districts who operated during the 2024-2025 program year, OTDA is providing your district with a version of your RSP Plan that includes previously submitted information. **If your district is choosing to participate in the 2025-2026 RSP, you must confirm receipt of the attached plan and notify us if there are any changes to the plan and/or corresponding attachments, or confirm that there are no changes, as soon as possible, but no later than Monday, May 5, 2025.** Please note any changes to the plan by highlighting or italicizing the changes within the attached version of the plan.

Please note, there will be no award letter provided as this is not an award. Allocations for the 2025-2026 RSP will be made immediately available to participating districts retroactive to April 1, 2025 to prevent any interruption in supplement payments for eligible households currently enrolled in the 2024-2025 RSP. Therefore, it is expected that funds will flow continuously from year to year, and that districts will continue to provide RSP services for eligible households transitioning into the 2025-2026 program cycle without interruption.

Lastly, we have attached a landlord packet template that we believe may assist you when communicating with landlords. This packet is not a requirement for you to use but rather an option if your district would like to utilize the information it offers for the landlords in your district.

If you need any assistance or additional information, please contact me and/or Atricia Graham-Owusu via email at [tabureau@otda.ny.gov](mailto:tabureau@otda.ny.gov).

Thank you!

**Joanne Hitchcock**  
Temporary Assistance Specialist 1, Temporary Assistance Bureau

**Office of Temporary and Disability Assistance**  
40 North Pearl Street, Albany, NY 12243  
(518) 486-1591 | [Joanne.Hitchcock@otda.ny.gov](mailto:Joanne.Hitchcock@otda.ny.gov)

**2025-2026 New York State Rental Supplement Program Plan**

District: Rensselaer County  
 Program Operator: St. Paul's Center  
 Contact Person(s): Michael McMahon  
 Telephone: 518-833-6112  
 Email: Michael.McMahon2@dfa.state.ny.us  
 Effective Date: April 1, 2025 – March 31, 2026

Indicate whether the program will be administered using district mechanisms (e.g., direct administration or transfer of funds to county agencies) or by another public agency, contractor or non-profit organization. Administration of the RSP may be delegated in full or in part. Also indicate whether districts will coordinate with the local HUD-funded Continuum of Care, if applicable. If contracting out, please list the contact information for other individuals that OTDA may contact regarding the RSP.

Rensselaer County's RSP is administered by St. Paul's Center (SPC), a nonprofit organization.

Anticipated Number of Households to be Served (04/1/25-03/31/26): 40  
 RSP FMR Percentage to be used: 85%

Commented [AM1]: Rensselaer - Please update as needed based on the total number of households served in 2024-25

Include a table that includes the FY 2025 HUD 100% FMR, the 85% FMR calculation, the local cost share (if electing to reimburse above 85% FMR), household sizes and allowable number of bedrooms for each household size. An example is shown below and can be modified as needed.

Household Size	Allowable Number of Bedrooms	100% FY2025 HUD FMR	85% FY2025 HUD FMR State Reimbursed	Max Supplement Amount	District Funded Amount
1	0	\$1,074	\$913	\$913	\$0
1-2	1	\$1,230	\$1,046	\$1,046	\$0
3-4	2	\$1,487	\$1,264	\$1,264	\$0
5	3	\$1,792	\$1,523	\$1,523	\$0
6	4	\$1,971	\$1,675	\$1,675	\$0

Describe the outreach mechanisms that will be used. Receipt of TA is not a requirement for determining eligibility for the RSP, but at least 50% of the supplements shall be allocated for households who are in shelter or experiencing homelessness at the time of application (unless sufficient demand does not exist for such households within a district).

All emergency housing providers, including DV providers, and agencies serving persons

## Attachment B

experiencing homelessness were notified at least three times via email, during CoC meetings, and in other CoC communications. Regular updates are provided during Coordinated Entry meetings. Others receiving notices include RensCo Mental Health Dept, Food Pantries of the Capital Region, Head Start programs, and it is listed in the Healthy Alliance's referral network, UniteUs.

**Indicate the target population and prioritization (if any) of certain households (e.g., those with children under the age of six, single individuals, veterans, individuals and families experiencing domestic violence (DV) and non-DV victims of violence). Eligible participants include individuals and/or families, regardless of immigration status or TA eligibility, who are experiencing homelessness or facing an imminent loss of housing, including individuals and families with or without children.**

The target population and prioritization continue to be those experiencing homelessness, persons experiencing DV and non-DV victims of violence, those facing an imminent loss of housing, any household size, with income at or below 50% AMI. The administrator continues to work with Coordinated Entry to determine if persons on the housing wait list may be helped through this program.

**List any other established eligibility criteria and indicate how each criterion will be determined and documented. Include the following:**

- **Will there be any health and safety standards regarding the housing that must be met prior to paying the supplement at a specific location?**

Code inspects housing in Troy, NY.

- **How will the district handle modifications (e.g., moves, rent increases, changes in household composition, etc.)?**

Tenants and/or landlord must notify SPC if rent increases 5% or more within 30, 60 or 90 days, depending on the length of tenancy (per NYS law). Tenants must notify SPC within 30 days prior to moves and if they desire the continued use of the supplement at their new residence. Tenants must "reapply" to ensure rent is within guidelines and manageable for the tenant (provide new lease, income verification, etc). Tenants must notify SPC within 15 days of income changes, and 30 days of a household changes; at that time, the supplement is recalculated. All tenants are sent a letter after 6 mos of program participation asking if there are household or income changes.

- **Will the district pay for security deposits and/or rental arrears if there are no other available resources to assist?**

RSP funding is being used to pay security deposits but NOT rental arrears.

**Indicate the payment mechanism (e.g., check, transfer of funds, etc.) and whether the supplement will be paid to the tenant or the landlord.**

All payments are made directly to the landlord and landlords are given the option of payment by check or ACH.

**Indicate how the progress of those served in the RSP will be monitored. Reports that describe the progress of RSP activities and those served will be required on at least a**

**Attachment B**

quarterly basis. A report template will be provided. Minimally, reports must include the amount of rental supplement payments provided, the number of households served and certain demographic information including receipt of TA and household composition.

RSP is being monitored and reported using the provided state templates with all requested information provided. Data is being captured in HMIS which allows SPC to monitor progress.

**Describe the process for reviewing and considering appeals of applications that are denied or have vouchers reduced/ended.**

Should an applicant wish to appeal the decision to deny participation, the applicant is to contact St. Paul's Center's point of contact within 5 days: Charlee Stead. All documents submitted by the applicant will be provided to the agency's executive director who will review the documents and contact the applicant to discuss the rationale for the appeal. The executive director will notify RCDSS to discuss the appeal and provide a recommendation, and together, a final decision will be reached. The executive director will notify via phone the applicant of the final decision and provide written notice to the applicant of that decision. An appeal will be processed in 5 business days or less.

**Indicate how fraudulent and/or cases determined to otherwise be ineligible will be handled, including the procedure for recouping funds, if necessary.**



Recipients will be responsible to notify the program administrator of any financial changes. If there is any suspicion of fraud, a referral is to be made to the Social Services Fraud Unit for investigation. The Fraud Unit will investigate and make a determination whether or not fraud has occurred, and the amount of overpayment. If so determined, a repayment agreement will be attempted. If the offending party refuses a repayment agreement, other legal action (referral to the district attorney) will be considered.

**To the fullest extent possible, RSP funding should not be used to supplement existing Shelter Supplement Programs. Districts who currently have an approved Public Assistance Shelter Supplement (PASS) Plan must indicate the following:**

- How will the RSP be different from the district's currently approved PASS Plan?
- How will participating households be distinguished?

N/A – Rensselaer County does not have a PASS plan.

The following list of forms and/or notices have been provided for use by the district to facilitate the application and determination process. Please attach any additional forms and/or notices that were not approved by OTDA. When households requesting a supplement do not meet the criteria established by the district, the denial/discontinuance letter must support the decision by explaining the criteria and the district's decision. When a supplement is approved, an award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis and the months/term included.

Forms/Notices	Description
 Approval Letter to Tenant (6.2024).docx	This document is used to notify the household of their acceptance into the program.
 Second Chance Program - Denial Let	This document is used to notify the household of the decision to deny their application for the program, the reason, and how to re-apply or appeal.

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061, hereinafter referred to as the “**County**”, and the **ST. PAUL’S CENTER**, a not-for-profit corporation with offices located at 947 3rd Street, Rensselaer, New York, hereinafter referred to as “**Vendor**.”

## **ARTICLE 1. SCOPE OF WORK**

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “**Services**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

## **ARTICLE 2. TERM OF AGREEMENT**

This agreement shall commence on April 1, 2025 at 12:01 a.m. and shall terminate on March 31, 2026 at 11:59 p.m.

## **ARTICLE 3. COMPENSATION**

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the **COUNTY’S** reasons for objecting to all or any portion of the invoice submitted by Vendor.

**A not to exceed cost of \$497,493.00** has been established for the scope of **Services** and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the performance of the **SERVICES** giving rise to such excess or additional costs.

## **ARTICLE 4. EXECUTORY CLAUSE**

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the **COUNTY** to enter into this Agreement and the **COUNTY** relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the **COUNTY’S** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

## **ARTICLE 6. CONFLICT OF INTEREST**

**VENDOR** represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the **Services** herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of

Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

## **ARTICLE 7. FAIR PRACTICES**

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

## **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for

determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

## **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

## **ARTICLE 10. BOOKS AND RECORDS**

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

## **ARTICLE 11. RETENTION OF RECORDS**

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

**ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS**

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant’s Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant’s certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker’s Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker’s Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor’s liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker’s Compensation	Statutory

Employer’s liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR’s compliance with these requirements Each certificate shall name the County as the certificate holder as follows:

Rensselaer County  
 Attn.: County Attorney  
 Ned Pattison County Government Center  
 1600 Seventh Avenue  
 Troy, New York 12180

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
- B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and
- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of

circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

#### **ARTICLE 16. TERMINATION**

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 17. GENERAL RELEASE**

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

#### **ARTICLE 18. SET-OFF RIGHTS**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

#### **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

#### **ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES**

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 22. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### **ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

#### **ARTICLE 22. MEDICAID 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 (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF RENSSELAER, NEW YORK**

**ST. PAUL'S CENTER**

By: \_\_\_\_\_  
**Steven F. McLaughlin**  
County Executive

By: \_\_\_\_\_  
**Tracy Pitcher, MSW**  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHEDULE A  
SCOPE OF SERVICES

**Rental Supplement Program**

The RSP is a program established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing.

Rensselaer County will utilize St. Paul's Center to administer this program. Joseph's House and Unity House's Domestic Violence Shelter will assist with the completion of the applications and will forward the completed applications with proof of income to St. Paul's program administrator. The program administrator will handle the screening process, intake, obtain W9's from landlords, handle data entry into HMIS for quarterly reporting, issue monthly payments, issue 1099 forms at year-end and conduct recertifications.

## **SCHEDULE B**

### **FEES AND EXPENSES**

The Rensselaer County Department of Social Services' allocation is \$497,493. St. Paul's Center will be reimbursed 15% of the allocation for administrating the program. St. Paul's will submit a quarterly statement of expenditures to the Department. Upon receipt of the statement, the Department will issue payment to St. Paul's. The Department will then file a claim for reimbursement with New York State Office of Temporary and Disability Assistance.

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 10, 2025

Resolution No. G/10

## RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT - 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") has a need to replace and acquire 124 new laptops with docking stations; and

**WHEREAS**, The Department included within the 2025 Rensselaer County Adopted Budget, and its Capital Projects Plan, the funding for this replacement purchase; and

**WHEREAS**, The Department is requesting to purchase an additional twenty (20) of the seventy-six (76) laptops that were scheduled to be replaced in the 2024 budget year; and

**WHEREAS**, The New York State Information Technology Services ("ITS") requires Counties to purchase the Enterprise Notebook model from the Aggregate Buy as they are configured to accept the New York State OneImage (operating system with software configuration to run necessary State programs); and

**WHEREAS**, The Department received a quote from HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304, under the New York State Information Technology Aggregate Hardware Buy Agreement (23-01), contract number PM20860, for 144 HP Enterprise Notebook - High with charging docking station (USB-C Dock G5), and a HP 3-year premium onsite warranty, at a unit cost of \$924.05, for a total of \$133,063.20; and

**WHEREAS**, The purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; and

**WHEREAS**, The Department will utilize funding within the 2025 Rensselaer County Adopted Budget via appropriation code A.6010.02400 for this purchase; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive, or the Director of the Bureau of Central Services, is authorized to sign a purchase order for the above described purchase.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 10, 2025**

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



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Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: RESOLUTION AUTHORIZING ATHE PURCHASE COMPUTER EQUIPMENT

Requested by: Department of Social Services

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

1) Projected cost of proposed legislation, if any: \$ 133,063.20 current year  
\$ per Cap Projects Plan ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal, state and tax levy

a) For federal funding: amount \$ 57,217 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes   X   or No \_\_\_\_\_

b) For state funding: amount \$ 30,605 and length of time state funding is available ongoing. Is it available for ongoing expenses? Yes   X   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 \$ 45,241 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.): ongoing

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

The Department replaces computer equipment according to the Capital Projects Plan and as approved in the Department's budget.

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

Department Head

Michael P. McMahan



**Office of General Services**  
Procurement Services

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

# Aggregate Agreement 23-01 – HARDWARE

Updated: October 09, 2024

Agreement Period: November 07, 2023 – November 06, 2025 Contact: OGS.sm.PS.AggregateBuy@ogs.ny.gov				
<a href="#">HOW TO USE</a>		<a href="#">AGREEMENT UPDATES</a>		<a href="#">RFQ</a>
CONTRACT #	CONTRACTOR INFORMATION	CONFIGURATION(S)	CONTRACT SPECIFICS	
PM69707	<b>Ciara Technologies USA Inc.</b> 1868 E. Broadway Rd. Tempe, AZ 85282  <b>Federal ID:</b> 753265932 <b>NYS Vendor ID:</b> 1100262344	<a href="#">ENTERPRISE DESKTOP - STANDARD</a> <a href="#">ENTERPRISE DESKTOP - VPRO</a> <a href="#">ENTERPRISE DESKTOP - HIGH</a>	<a href="#">Contractor Information</a>  <a href="#">Award</a>	
PM20820	<b>Dell Marketing LP</b> One Dell Way Round Rock, TX 78682  <b>Federal ID:</b> 742616805 <b>NYS Vendor ID:</b> 1000041162	<a href="#">VDI PC</a> <a href="#">ENTERPRISE NOTEBOOK - STANDARD</a> <a href="#">ENTERPRISE NOTEBOOK – VPRO</a> <a href="#">WORKSTATION PC</a> <a href="#">CHROMEBOOK LOW</a> <a href="#">CHROMEBOOK TOUCH 11"</a> <a href="#">UNBUNDLED DISPLAYS</a>	<a href="#">Contractor Information</a>  <a href="#">Award</a>	
PM20860	<b>HP, Inc.</b> 1501 Page Mill Road Palo Alto, CA 94304  <b>Federal ID:</b> 941081436 <b>NYS Vendor ID:</b> 1000009783	<a href="#">ENTERPRISE NOTEBOOK – HIGH</a> <a href="#">ALL-IN-ONE</a> <a href="#">CHROMEBOOK TOUCH 14"</a>	<a href="#">Contractor Information</a>  <a href="#">Award</a>	



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<a href="#"><u>HOW TO USE</u></a>		<a href="#"><u>AGREEMENT UPDATES</u></a>	
		<a href="#"><u>RFQ</u></a>	
CONTRACT #	CONTRACTOR INFORMATION	CONFIGURATION(S)	CONTRACT SPECIFICS
PM21120	<b>Lenovo (United States), Inc.</b> PO Box 643055 Pittsburgh, PA 15264-3055  <b>Federal ID: 522449153</b> <b>NYS Vendor ID: 1000032072</b>	<a href="#"><u>CONVERTIBLE TABLET</u></a>	<a href="#"><u>Contractor Information</u></a>  <a href="#"><u>Award</u></a>

Contractor Name:	HP, Inc.	Standard Configuration Total (Auto Fill)  <b>\$558.69</b>
Manufacturer Umbrella Contract #:	PM20860	
RFQ #	23-01	
PC Configuration:	Enterprise Notebook - High	
Model Name :	HP Elitebook 645 G11	
Date of Modification:	12/19/2024	

**Standard Configuration:**

Aggregate Buy Item Number	Component	Specification Requirement	Product Description	Manufacturer Part Number (SKU)	Net NYS Contract Price	Aggregate Buy Price
1	CPU	12th Generation Intel Core i5 or AMD Ryzen 5 (Must be certified by Microsoft to run Windows 11 Professional.)	HP IDS UMA R5 7535U TIPD 645 G11 BNBPC	8Z3M8AV	\$471.24	\$24.88
2	RAM	32GB DDR4 or better, expandable to 64GB	32GB (1x32GB) DDR5 4800 SODIMM Mem	8Z451AV	\$380.80	\$190.40
3	Internal Storage	1TB M.2 SSD	1TB PCIe 2280 NVMe TLC SSD	8Z3Z6AV	\$370.60	\$185.30
4	Video	Integrated graphics or better	Integrated WUXGA Graphics	Included in 8Z3M8AV	\$0.00	\$0.00
5	Network Adapter	Gigabit Ethernet. A USB Dongle is acceptable to meet this requirement	Mediatek RZ616 Wi-Fi 6E AIM-T 160 MHz +Bluetooth 5.3 WW WLAN	Included in 8Z3M8AV	\$0.00	\$0.00
6	Wireless	802.11ax / WiFi 6, Bluetooth	MediatekRZ616Wi-Fi6EAIM-T160MHz+BT5.3WLA	8Z509AV	\$7.48	\$2.99
7	Keyboard	Integrated	Clickpad SR	8Z4K6AV#ABA	\$12.92	\$5.00
8	Touchpad	Integrated Touchpad	Integrated touchpad	Included in 8Z3M8AV	\$0.00	\$0.00
9	Sound	Internal audio speaker, integrated microphone	Integrated audio speaker-Integrated microphone	Included in 8Z3M8AV	\$0.00	\$0.00
10	External Ports	1 x USB 3.0 or better port, 2 x USB Type-C ports (1 of which must have DisplayPort functionality), 1x HDMI port (USB-C to HDMI dongle is acceptable to meet this requirement) 1x audio jack.	(2) USB Type-C@ 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4); (2) USB Type-A 5Gbps signaling rate (1 charging, 1 power); (1) HDMI 2.1; (1) stereo headphone / microphone combo jack; (1) RJ-45	Included in 8Z3M8AV	\$0.00	\$0.00
11	Docking Capability	Required	Docking Station Capable	Included in 8Z3M8AV	\$0.00	\$0.00
12	Operating System	Windows 11 Pro with Windows 10 Pro Downgrade Rights (Windows 10 Pro including free upgrade to Windows 11 Pro is also acceptable)	OST Win 11 Pro 64	8Z4F0AV	\$150.96	\$73.44
13	Display	14" or larger diagonal, FHD, 1920x1080	14 AGWUXGAUWVALED300FHDC650HzbnLCPDpanel	8Z3R4AV	\$51.68	\$21.00
14	Webcam	Integrated	DM FHD USB2 NFOV Intgrtd Cam	8Z4W3AV	\$7.48	\$2.00
15	Battery/Power	Lithium-ion battery	RX Long Life 56Whr FstCrg 3 cell Batt	8Z548AV	\$28.56	\$14.00
16	Battery/Power	Matching AC adapter	65 Watt nPFC USB-C AC Adapter	8Z545AV	\$9.52	\$3.00
17	Environmental Standard	EPEAT Gold	Electronic Energy Star labeling (EStar)	1Y629AV	\$1.36	\$1.00
18	Disk Media Retention/Keep Your Hard Drive	1 Year	HP 1y Premium Onsite DMR NB HP EliteBook 6xx G11+ 1 year Warranty 1yr Hardware Support	U87DFE	\$25.92	\$13.00
19	Warranty	1 year, next business day, on-site	1 year, next business day onsite	Included in U87DFE	\$0.00	\$0.00
<b>Other SKUs that make up the Standard Configuration</b>						
20	Component	PKS ALU iWLAN ID		8Z5F1AV	\$4.08	\$0.50
21	Packaging	Standard Packaging		8Z5E3AV	\$2.04	\$1.00
22	OS Localization	OS Localization		4SS11AV#ABA	\$0.68	\$0.68
23	Component	No Near Field Communication (NO NFC)		8Z5K4AV	\$0.68	\$0.50
24	Component	No WWAN		8Z5F8AV	\$0.68	\$0.50
25	Component	MISC No Fingerprint Sensor		8Z5B9AV	\$0.68	\$0.50
26	Component	MISC No SmartCard Reader		8Z5D3AV	\$0.68	\$0.50
27	Power Cord	C5 1.0m strk CNVTL Power Cord		68V61AV#ABA	\$1.36	\$1.00
28	Component	HP Tamper Lock		4N735AV	\$0.68	\$0.50
29	Base Warranty	1/1/0 Warranty		8Z526AV#ABA	\$34.00	\$14.00
30	Component	No Country of Origin Restriction		8C9M7AV	\$0.68	\$0.50
31	Country Kit	Country Localization		8Z5K8AV#ABA	\$2.04	\$1.00
32	Label	Electronic TCO Certified Labeling		3E755AV	\$1.36	\$1.00
33	Label	Pre-Boot UEFI Wi-Fi support		791T2AV	\$0.68	\$0.50

Standard Configuration

**Category Discount for Additional Products**

Warranty and Services	Description: Multi-Year Warranty, Agency Specific Imaging, Asset Tagging, Disk Retention and Accidental Damage	Percent Discount	2.00%
Components	Description: Replacement or Additional Components to the Standard Configuration, e.g., CPU, Additional Memory, Internal Optical Drive, and Operating Systems	Percent Discount	50.00%
Peripherals	Description: Cables, External Optical Drive, Wireless Keyboard and Mouse and docking station, which includes lowest/no cost options	Percent Discount	2.00%

**Additional Products:**

Aggregate Buy Item Number	Additional Product Category (Drop-Down)	Product Name	Product Description from the Manufacturer Umbrella Price List	Manufacturer Part Number (SKU) from the Manufacturer Umbrella Contract Price List	Net NYS Contract Price from the Manufacturer Umbrella Contract Price List	AggBuy Percentage Discount (Auto-Fill)	Aggregate Purchase Price (Auto-Fill)
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1	Warranty and Services	Agency Specific Factory Imaging	HP PC Image Load Service	AY100AV	\$	22.50	2.00%	\$	22.05
2	Components	RAM- 64GB DDR5	64GB (2x32GB) DDR5 4800 SODIMM Mem	8Z456AV	\$	754.80	50.00%	\$	377.40
3	Peripherals	Charging Docking Station	HP USB-C Dock G5	5TW10AA	\$	194.25	2.00%	\$	190.37
4	Components	HP CPQ Notebook 6xx IDS-CTO	HP IDS UMA R7 7735U TIPD 645 G11 BNBPC	8Z3N2AV	\$	594.32	50.00%	\$	297.16
5	Components	Notebook Moduels 10xx- CTO	2TB PCIe 2280 NVMe TLC SSD	8Z403AV	\$	799.00	50.00%	\$	399.50
6	Warranty and Services	Care Pack- Commercial Notebooks	HP 4y Premium Onsite DMR NB	U85GSE	\$	259.92	2.00%	\$	254.72
7	Warranty and Services	Care Pack- Commercial Notebooks	HP 5y Premium Onsite DMR NB	U85GTE	\$	347.76	2.00%	\$	340.80
8	Warranty and Services	Specials - PC Customize Service Mod CTO	HP Standard Asset Tagging Service	AY111AV	\$	9.00	2.00%	\$	8.82
9	Warranty and Services	Specials - PC Customize Service Mod CTO	HP Account Management Support - Level 3	AY163AV	\$	1.08	2.00%	\$	1.06
10	Warranty and Services	PC Configuration Services	HP Standard Asset Tagging Services	2YQ68AV	\$	0.01	2.00%	\$	0.01
11	Warranty and Services	Specials - PC Customize Service Mod CTO	HP OS Version Control Service	AY153AV	\$	11.25	2.00%	\$	11.03
12	Warranty and Services	Care Pack- Commercial Notebooks	HP 3y Premium Onsite DMR NB	U85GRE	\$	178.56	2.00%	\$	174.99
13	Components	Display	14.0 AGWUXGAUWVALED300f5 MPIRtchbntLCDPnl	8Z3R3Av	\$	101.32	50.00%	\$	50.66
14	Peripherals	Keyboard Mouse Combo	HP 235 WL Mouse and Keyboard Combo	1Y4D0UT	\$	28.71	2.00%	\$	28.14
15	Components	SmartCard Sensor	Active SmartCard	8Z5D4AV	\$	2.04	50.00%	\$	1.02
16	Components	Fingerprint Sensor	SEC Fingerprint Sensor	8Z5C0AV	\$	8.16	50.00%	\$	4.08
17	Peripherals	HP Mobility 14 Laptop Case	HP Mobility 14 Laptop Case	4U9G9AA	\$	15.75	2.00%	\$	15.44
18	Warranty and Services	Corporate-Ready Image	Corporate-Ready Image	1Y626AV	\$	1.36	2.00%	\$	1.33
19	Components	Operating System	OST Win 11 Pro 64 MSNA STD	8Z4F2AV	\$	95.20	50.00%	\$	47.60
20	Components	Camera	DM SMP USB2 IR WFOV Intgrtd Cam	90C03AV	\$	18.36	50.00%	\$	9.18
21	Warranty and Services	Desktop Accy- Misc	NYS ITS USB-C G5 Dock with Tagging Bndl	81R45UC	\$	183.60	2.00%	\$	179.93
22	Components	Clickpad	Clickpad BL SR	8Z4K2AV#ABA	\$	26.52	50.00%	\$	13.26

Additional Products