

SOCIAL SERVICES COMMITTEE
TUESDAY, MAY 3, 2022

Call to Order:

Committee Members: Grant, Loveridge, Weaver

Non-Voting Members:

Staff Present:

Guests:

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
SS/C/B/R	G/2	RESOLUTION AUTHORIZING AN AGREEMENT WITH START CHILDREN'S CENTER, INC. AND AMENDING THE 2022 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF SOCIAL SERVICES Motion Made By: Seconded By: Moved: Notes:

Adjourned:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date May 10, 2022

Resolution No. G/2

**RESOLUTION AUTHORIZING AN AGREEMENT WITH START CHILDREN'S CENTER, INC. AND
AMENDING THE 2022 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 New York State Office of Children and Family Services ("OCFS") works to combat human trafficking through efforts that include the Safe Harbour Project, which assists local social services and volunteer agencies in developing and providing services such as safe housing and emergency housing, mental health counseling, medical care, substance abuse counseling and education, and employment skills for survivors of commercial sexual exploitation; and

WHEREAS, OCFS trains people working in child welfare, law enforcement and other fields to look for signs that a young person may be a victim of human trafficking; and

WHEREAS, OCFS now requires that child welfare workers screen children in their care and those they encounter through child protective services to determine if they have been victims of sex trafficking or are at risk of being victimized, so that those children can then be referred for services to address their victimization or to prevent future victimization, which are important steps in combatting sex trafficking of children in foster care and children who have experienced abuse and/or neglect; and

WHEREAS, Prior to New York Social Services Law, Section 447-B (2015), ("the Act"), sexually exploited youth involved in illegal activities did not receive the protection of the Family Court and were instead, prosecuted criminally thereby further traumatizing these victims; and

WHEREAS, Once incarcerated, sexually exploited youth had no access to services that could address their specific social and emotional needs, and as a result would often return to a life on the streets once released; and

WHEREAS, The passage of the Act guaranteed that sexually exploited youth would be treated as child victims and be offered services that could pave the way for better outcomes; and

WHEREAS, OCFS awarded Rensselaer County an allocation of \$43,350 to continue its Safe Harbour program plans; and

WHEREAS, START Children’s Center, Inc. has been identified by the Department in accordance with County Purchasing Procedures as the only source available to provide such service, and the Department of Social Services wishes to continue to contract with the START Children’s Center to administer Rensselaer County’s Safe Harbour Project which includes community awareness, identifying youth through screening and providing continued training of the Critical Team, task force, as well as community training; and

WHEREAS, The start and end dates of such contract, 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>CONTRACT DESCRIPTION & DATES</u>	<u>VENDOR/ADDRESS</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT OF CONTRACT</u>
Safe Harbour Program 1/1/22-12/31/22	START Children’s Center, Inc. 127 Bloomingrove Drive 2 nd Floor North Troy, NY 12180	A.6070.04747	\$43,350.00

; now, therefore, be it

RESOLVED, That the 2022 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>
Soc Ser Administration-SA A.6010.36101	\$1,388,114.00	\$ 43,350.00	\$1,431,464.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services - Purchase of Services A.6070.04747 Child Preventive Services	\$2,635,026.00	\$ 43,350.00	\$2,678,376.00

; and, be it further

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 10, 2022

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

THIS AGREEMENT is entered into as of this ____ day of _____, 2022, 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, 2nd 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 January 1, 2022 at 12:01 a.m. and shall terminate on December 31, 2022 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 \$43,350.00 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

START CHILDREN'S CENTER, INC.

By: _____

Steven F. McLaughlin
County Executive

By: _____

Kevin Maloney
Executive Director

DATE: _____

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

SAFE HARBOUR ALLOWABLE USE OF FUNDS:

Services for sexually exploited children created in each target county pursuant to the Safe Harbour Act are to be made available to *all* sexually exploited children - female, male, or transgender - whether they are identified voluntarily; as a condition of an adjournment in contemplation of dismissal issued in criminal court (ACD); through the diversion services created under the family court act pursuant to an Article 10 proceeding of the family court act (CPS); a proceeding pursuant to Article 3 of the family court act (JD); or a referral from a local social services agency.¹ Each county may develop programs or services *which include, but are not limited to*, the following:

1. Create or further develop a community taskforce to address the issue of the sexual exploitation of children on a community-wide basis among all stakeholders, including law enforcement, child welfare staff, runaway and homeless youth shelter staff (where applicable), local service providers, advocates, local school staff, medical providers, and any other community stakeholders;
2. Develop liaisons between the local department of social services and the family court; legal aid society; and district attorney's office to provide referral services for identified sexually exploited minors;
3. Provide information on the county website about resources available in the community to serve sexually exploited children, including a plan for updating resources on a regular basis;
4. Promote community awareness about the sexual exploitation of children, including information on identification, referral to services, through community events or other methods of disseminating information;
5. Provide case assessment and referral for services through a multi-disciplinary team approach, including the utilization of Child Advocacy Centers where such exist, to interview potentially sexually exploited children and develop case plans to meet their needs;
6. Provide safe long and short term housing for victims, including the use of respite or runaway and homeless youth beds where appropriate for such purpose;
7. Provide intensive case planning to meet the needs of sexually exploited children, including but not limited to, health care, mental health counseling, legal services, immigration relief services, substance abuse treatment, and long-term safe housing planning, to name a few;
8. Develop programs to help transition sexually exploited youth, when possible, back to their families and communities;
9. Travel to participate in Steering and sub-Committee meetings.

¹ See SSL §447-b(2).

SCHEDULE B

FEES AND EXPENSES

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,350.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

LEGISLATIVE FISCAL IMPACT STATEMENT

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH START CHILDREN'S CENTER, INC.
AND AMENDING THE 2022 ADOPTED BUDGET

Title of Legislation: _____

Requested by: _____ Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 43,350 current year
\$ Subject to future ongoing expenses per year
State budgets
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% State funding
 - a) For federal funding: amount \$ N/A and length of time federal funding is available _____. Is it available for ongoing expenses?
b) Yes _____ or No _____
 - c) For state funding: amount \$ 43,350 and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
Program is mandated, separate funding is subject to future State budgets.
 - d) 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 \$ _____
 - e) Tax levy impact for current year \$ NONE and ongoing \$ _____
 - f) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes No _____
- 4) Length of expense or program* (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 requires child welfare workers to screen children in the care of the Department and those they encounter through child protective services to determine if they have been victims of sex trafficking or are at risk of being victimized.

Department Head

Randy J. Hall