

PUBLIC SAFETY COMMITTEE
March 2, 2021 4:00 p.m.

Chair: John Lant

Members:

Preston Allen
Eric Connolly
Dick Lucia
Jean Raymond
Jon Schopf - VC
Mike Smith

AGENDA

- I. Welcome and Attendance
- II. Approval of the minutes of the February 2, 2021 meeting
- III. Acceptance of a grant from the NYS Office of Indigent Legal Services in the amount of \$423,201 for Distribution No. 11 – Andrew Blumenberg, Public Defender
- IV. Approval of the County’s Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 2021 and acceptance of a grant for Alternatives to Incarceration from the Division of Criminal Justice Services in the amount of \$26,224 for the period July 1, 2020 – June 30, 2021 – Steven Bayle, Probation
- V. Executive Order 203 Group Report – Michael Hartnett, County Attorney’s Office
- VI. Authorizing participation in 2021 state STOP-DWI program and contracts with local agency participants – J. Wes Carr, STOP DWI
- VII. Re-appropriation of grant revenue and expenses from the 2020 budget to the 2021 budget – Michael Zurlo, Sheriff
- VIII. Service contract with Black Creek Integrated Systems Corp. for the licensing and support of the Black Creek Sally-Port Saratoga County Correctional Facility – Michael Zurlo, Sheriff
- IX. National Public Safety Telecommunicators Week – Michael Zurlo, Sheriff
- X. Authorizing acceptance of the Crimes Against Revenue Program (CARP) Grant in the amount of \$118,900 from the Division of Criminal Justice Services – Karen Heggen, District Attorney
- XI. Authorizing acceptance of a Criminal Justice Discovery Reform Grant in the amount of \$380,056 from the Division of Criminal Justice Services – Karen Heggen, District Attorney
- XII. Other Business
- XIII. Adjournment

Due to public health and safety concerns related to COVID-19, there is limited capacity in the Boardrooms. The public will have an opportunity to hear the meeting live via an audio signal using this call-in number and access code:

Dial: 1-978-990-5145 Access Code: 1840389



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steven Bulger, County Administrator
Jason Kemper, Director of Planning
Hugh Burke, Acting County Attorney
Matthew Rose, Management Analyst

FROM: Andrew C. Blumenberg, Public Defender

DATE: 2/23/2021

Committee: Public Safety

1. Budget Amendments: NO

2. Amendments to the Compensation Schedule: NO

3. Details on what the resolution will authorize:

To accept Distribution #11 which we will receive funds to continue the services of the Conflict Defenders office. This grant will be continuation of Distribution #8.

4. Vendors/contractors Selected:

- a. Less desirable alternatives:
- b. Were bids/proposals solicited:
- c. Was the contractor selected the lowest bid or proposal:
- d. Was the contract awarded on the best value methodology:
- e. Is the vendor/contractor a sole source: sole source.
- g. Commencement date of contract term: 1/1/2021
- h. Termination of contract date: 12/31/2023
- i. Contract renewal and term: every year
- j. Contact information (names, addresses):
- k. Is the vendor/contractor an LLS, PLLC or partnership:
- l. State of vendor/contractor organization:
- m. Time element and why:
- n. Other remarks:

5. Is this an annual housekeeping resolution:

- a. What were the terms of the prior resolution:
- b. Are the terms changing:
- c. What is the reason for the change in terms:

6. Is a new position being created: **no**

- a. Effective date
- b. Salary and grade:

7. Is a new employee being hired: **no**

- a. Full name of the new employee including suffixes:



SARATOGA COUNTY

- d. City/Town of residence:
- e. Effective date of employment
- f. Salary and grade
- g. Appointed position:
- h. Term:

8. Is a grant being accepted: **Yes**

a. Source of grant funding: **Distribution #11**

b. Amount of grant: **\$423,201.00**

c. Purpose grant will be used for: **To fund the Conflict Defender's Office, salaries, supplies, Investigators, transcripts, etc.**

d. Equipment and/or services being purchased with the grant: no

e. Time period grant covers: January 1, 2021 through December 31, 2023

9. Remarks: **To continue to fund the Conflicts Defender's Office.**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C110040</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Saratoga, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Distribution #11</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002435</p> <p>Federal Tax ID Number: 14-6002571</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Saratoga County Office of the Public Defender 40 McMaster Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 410100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C110040

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: January 1, 2021 To: December 31, 2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$423,201.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program-Specific Terms and Conditions
 A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4-Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: C110040

Page 2 of 2

Master Grant Contract, Face Page

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

William J. Leahy

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

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

B. Subcontractors:

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

DISTRIBUTION #11

I. Notices

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

Notification to the Office of Indigent Legal Services (ILS):

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

Notification to County:

Steve Bulger
County Administrator
Saratoga County
40 McMaster Street
Ballston Spa, NY 12020
(518) 884-4742
sbulger@saratogacountyny.gov

II. Supplanting Funds

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

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services
DISTRIBUTION #11
January 1, 2021 - December 31, 2023

COUNTY OF SARATOGA

Total Contract Amount: \$423,201.00

Budget Expenditure Item	Year 1 1/1/21 - 12/31/21	Year 2 1/1/22 - 12/31/22	Year 3 1/1/23 - 12/31/23
Personnel:			
(FT) Assistant Conflict Defender (Family Court) - salary and fringe	\$112,567.00	\$112,567.00	\$112,567.00
Subtotal Personnel	\$112,567.00	\$112,567.00	\$112,567.00
Contracted/Consultant:			
Expert and Investigative Services/Process Servers	\$15,000.00	\$15,000.00	\$15,000.00
Subtotal Contracted/Consultant	\$15,000.00	\$15,000.00	\$15,000.00
OTPS:			
Transcripts	\$3,000.00	\$3,000.00	\$3,000.00
Technology Purchases and Upgrades (Westlaw, PDCMS licenses, other technology expenses)	\$4,000.00	\$4,000.00	\$4,000.00
Office Supplies/Postage	\$2,500.00	\$2,500.00	\$2,500.00
Conferences / CLE Trainings / Seminars	\$2,000.00	\$2,000.00	\$2,000.00
Travel / Mileage	\$2,000.00	\$2,000.00	\$2,000.00
Subtotal OTPS	\$13,500.00	\$13,500.00	\$13,500.00
TOTAL	\$141,067.00	\$141,067.00	\$141,067.00
THREE-YEAR TOTAL	\$423,201.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

DISTRIBUTION #11

JANUARY 1, 2021 – DECEMBER 31, 2023

COUNTY OF SARATOGA

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding for the salary and a portion of the fringe benefits for a full-time Assistant Conflict Defender who will handle Family Court caseloads.

Performance Measure:

- Increase in quality of representation provided to clients in Family Court
- Enhanced quality of representation as the result of having an attorney who specializes in Family Court

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #2

Provide funding for expert and investigative services and process servers to assist attorneys with critical information to serve as the basis for the appropriate course of action in the representation of clients. Services include investigators and process servers at a rate of \$45-\$150 per hour; interpreters at a rate of \$50-\$200 per hour; social workers at a rate of \$50-\$100 per hour; and experts at a rate of up to \$500 per hour.

Performance Measure:

- Number of cases in which expert or investigative services were utilized
- Impact on outcome of cases in which expert or investigative services were utilized

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #3

Provide funding for transcripts to attorneys as needed and to have electronically recorded transcripts sent out to be transcribed to paper.

Performance Measure:

- Transcripts may be provided more expeditiously to attorneys upon request
- Increased need for transcripts of owing to an increased amount of litigations, hearings, trials, retrials following mistrials, hung juries, appellate reversals

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #4

Provide funding for incidental and operational expenses such as technology purchases/upgrades which include Westlaw and PDCMS licenses; office supplies and postage.

Performance Measure:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload
- For staff to utilize office supplies/items for efficient and effective performance for indigent clients

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #5

Provide funding for Continuing Legal Education (CLE) and training programs in subject areas related to the provision of indigent legal services under Article 18-B of the County Law.

- Number of attorneys who attended CLE and training courses in subject areas related to the provision of Article 18-B services
- Impact on case outcomes as a result of additional and ongoing training

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #6

Provide funding for travel / mileage for travel to local courts and training programs. Mileage is reimbursed at the federal/GSA rate.

Performance Measure:

- Impact of case outcomes as a result of travel

Program Location:

- Office of the Conflict Defender, Saratoga County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #11 GRANT

I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a

Period: n/a Amount: n/a Due Date: n/a
4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

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

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

Monthly Reimbursement

Due Date: _____

Biannual Reimbursement

Due Date: _____

Fee for Service Reimbursement

Due Date: _____

Rate Based Reimbursement

Due Date: _____

Fifth Quarter Reimbursement

Due Date: _____

Milestone/Performance Reimbursement

Due Date/Frequency: _____

Scheduled Reimbursement

Due Date/Frequency: _____

Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

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

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steve Bulger, County Administrator
Hugh Burke, Esq., Acting County Attorney
Pam Wright, Clerk of the Board

FROM: Steven Bayle, Probation Director

DATE: 2/23/2021

Committee: Public Safety

1. Budget Amendments: **None**
2. Amendments to the Compensation Schedule: **None**
3. Details on what the resolution will authorize:

Authorize the approval of the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 2021 and acceptance of a grant for Alternatives to Incarceration from the Division of Criminal Justice Services in the amount of \$26,224 for the period July 1, 2020 – June 30, 2021. Of the total grant, \$9,853.20 goes to the Community Work Order Program and \$16,370.80 goes to the Pre-Trial Services Program.

4. Vendors/contractors Selected: **N/A**

- a. Less desirable alternatives: _____
- b. Were bids/proposals solicited: _____
- c. Was the contractor selected the lowest bid or proposal: _____
- d. Was the contract awarded on the best value methodology: _____
- e. Is the vendor/contractor a sole source: _____
- g. Commencement date of contract term: [Click here to enter a date.](#)
- h. Termination of contract date: [Click here to enter a date.](#)
- i. Contract renewal and term: _____
- j. Contact information (names, addresses): _____
- k. Is the vendor/contractor an LLS, PLLC or partnership: _____
- l. State of vendor/contractor organization: _____
- m. Time element and why: _____
- n. Other remarks: _____

5. Is this an annual housekeeping resolution: **Yes**

a. What were the terms of the prior resolution: **Approved the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 2020 and accepted grant for \$26,224 for period July 1, 2019 – June 30, 2020.**

- b. Are the terms changing: **No**
- c. What is the reason for the change in terms:

6. Is a new position being created: **No**



SARATOGA COUNTY

- a. Effective date [Click here to enter a date.](#)
- b. Salary and grade: _____

7. Is a new employee being hired: **No**

- a. Full name of the new employee including suffixes: _____
- d. City/Town of residence: _____
- e. Effective date of employment [Click here to enter a date.](#)
- f. Salary and grade _____
- g. Appointed position: _____
- h. Term: _____

8. Is a grant being accepted: **Yes**

- a. Source of grant funding: **NYS Division of Criminal Justice Services**
- b. Amount of grant: **\$26,224**
- c. Purpose grant will be used for: **Pre-Trial Release Services & Community Work Order Program**
- d. Equipment and/or services being purchased with the grant: **None**
- e. Time period grant covers: **July 1, 2020 – June 30, 2021**

9. Remarks: _____



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Saratoga County Probation Department	Date: January 29, 2021
Program Name: Saratoga County 13A Classification	Award Amount: \$26,224
Signatory Name and Title: Preston Allen Chairman, Board of Supervisors	Term Dates: July 1, 2020 to June 30, 2021
Email: daysupervisor@townofday.com	Contract Number: C523951
SFS Vendor ID No.: 1000002435	

DCJS is pleased to inform you that Saratoga County is eligible to receive \$26,224 for your Article 13-A Classification/ATI program(s) with a term of July 1, 2020 to June 30, 2021. This funding provides localities the opportunity to examine their criminal justice and jail populations, to consider possible program implications as a result of Bail Reform, and any other legislative changes and conduct planning for effective ATI programs. This funding must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the programs.

In order to facilitate contracts for the term beginning July 1, 2020 as efficiently and effectively as possible, we have minimized the administrative requirements of the ATI Service Plan (Application for Funding) which is required to provide funding and approve the County's continued use of reduced jail classifications. Attached please find the ATI Application for Funding. Please complete the Application, responding to questions pertaining to current and future planning, and return to DCJS using the Grants Management System (GMS) by February 25, 2021. Instructions for submission in GMS are also attached.

If you have questions about your grant award or the contracting process, please contact Ben Lazarus, Public Safety Grants Manager with the Office of Program Development and Funding (OPDF) at (518) 457-9787 or ben.lazarus@dcjs.ny.gov. Should you have questions regarding your ATI program or the changes to Application, please contact Nicole Aldi, ATI Manager with the Office of Probation and Correctional Alternatives at (518) 485-8457 or nicole.aldi@dcjs.ny.gov.

Congratulations on your award. Thank you for all you do to enhance public safety. DCJS remains committed to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

JPB:bl/kaf
Attachments (2)

cc: Robert M. Maccarone, Deputy Commissioner and Director



**2020/21 New York State Executive Law 13-A
Classification/Alternatives to Incarceration - Application for Funding**

Section I:

I. Funding and Program Specific Information

The Division of Criminal Justice Services (DCJS) New York Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI) application for funding has been sent to the Chief Elected Official in each eligible jurisdiction. The completed application should be approved by the Chief Elected Official in each county and uploaded to the DCJS Grants Management System (GMS) by appending to the Project ID grant record provided on the attached award notice. **Applications must be completed and submitted to DCJS via the GMS no later than February 25, 2021.**

Please refer to the award notice for additional DCJS GMS instructions regarding the contract development process. **As outlined in the instructions, submitted documents should be saved as a Word Document and attached to GMS when completed.**

NYS Executive Law Article 13-A Classification/Alternatives to Incarceration (ATI) Application - General Information:

DCJS funds Alternatives to Incarceration programs serving Criminal and Supreme Court defendants including women, and individuals with substance use disorders and/or serious mental illness. The programs offer a range of services that include pretrial services, defendant interviews, referrals and monitoring, program screening and assessment, case planning and monitoring, cognitive-based interventions, gender-specific services, substance use disorder and mental health treatment, family-focused programming, vocational training, employment-readiness training and job-placement, educational programming and interventions, and access to medical and housing services. Programs may deliver these services directly or through referral to an established network of community-based providers.

With the implementation of Bail Reform in New York State, there may be a need for expanded pretrial services and localities may use Article 13-A funds to support pretrial monitoring/supervision, and the referral of clients to court ordered services. Counties are requested to consider the justice-involved population to determine common trends that appear to impact that community (i.e. opioid drug related crimes). This information can be used to inform the types and nature of programming to be included in the county application for funding.

Contract Term: The contract term is for 12 months beginning July 1, 2020 to June 30, 2021.

Availability of Funds:

DCJS funding provided to localities through NYS Executive Law Article 13A-Classification/Alternatives to Incarceration (ATI). Please be advised that your award amount is contingent upon the availability of appropriations, which may be reduced during the contract period pursuant to language included in the SFY

2020-21 enacted state budget, as well as approval and execution of the grant contract by the Attorney General and the Office of the State Comptroller.

Program Model options include, but are not limited to:

Pretrial Services, when authorized or requested by the court, will interview individuals for conditions of release; review criminal history warrants, domestic violence history, weapons restrictions, and advise the Court. Additionally, pretrial services agencies will, when authorized or requested by the court, monitor or supervise individuals, and refer clients to court ordered services. When requested by the Office of Court Administration, pretrial services agencies will also notify defendants to return for all court appearances.

Defender-Based Advocacy Services (DBA) screen and identify individuals appropriate for community-based alternatives to incarceration programs. Programs are required to prepare written Client Specific Case Plans for individuals before the court that identify appropriate community-based services that will reduce (or in some cases eliminate) sentences to incarceration and reduce re-offending. DBA Service Programs refer clients to evidence-based services in the community and may provide monitoring/case-management services.

Community Service programs provide courts with community-based alternative sentencing. Community Service programs screen and identify individuals appropriate for community service. Community Service programs may refer clients to community-based service organizations or directly oversee clients performing community service. Programs work to ensure that individuals ordered by the court to complete the prescribed hours of community service do so and may be required to report the completion of community service to the court.

Treatment Accountability for Safer Communities (TASC) Model Programs screen, assess, and refer individuals with substance use disorder and/or mental illness for further evaluation and treatment. TASC model programs monitor the progress of individuals in treatment and report back to the court. TASC model programs may also provide cognitive-behavioral and/or employment-readiness training and job placement services.

Other Alternatives to Incarceration (ATI) Programs that use evidence-based services target individuals appropriate for community-based services with the goal of reducing sentences to incarceration and reducing re-offending. These programs may refer individuals to community-based services or provide direct services, including residential services. They may also provide monitoring and/or case-management services and report back to the court on client progress. Programs may provide services to individuals with behavioral health needs, developmental disabilities, women, sex offenders, and criminal justice involved populations.

Please refer to <http://www.criminaljustice.ny.gov/opca/standards.htm> for ATI program standards.

Depending on the type of program, the following are guidelines for program operation:

Screening, Assessment and Intake: TASC, DBA, and other Alternatives to Incarceration (ATI) Programs that use evidence-based services must use an actuarial validated risk and needs assessment; Community Service programs will use an actuarial validated risk and needs assessment where applicable.

ATI Programs should use risk and needs assessments to identify criminogenic needs and inform case planning, including the development of specific short and long-term goals, and community supervision. DCJS supports the use of NYCOMPAS, an actuarial validated risk and needs instrument. ATI Programs shall develop

and maintain written eligibility criteria and implement detailed, comprehensive screening and assessment protocols that will facilitate referrals to appropriate services for clients.

Program Procedures and Services: The program shall develop and implement written protocols and procedures for delivering services. The procedures *may* include, but are not limited to the following areas:

- Some program models use a validated risk/need instruments that identify criminogenic factors to be addressed in the case plan. This protocol shall include a process for periodic review and re-assessment.;
- Screening, monitoring and referral protocols (e.g. substance abuse, mental health, medical, entitlements, housing, employment, vocational and educational services, etc.) and follow up;
- Use of Evidence-Based Practices and Cognitive Interventions, including the incorporation of risk, needs and responsivity principles;
- Mechanisms for regular reporting to the court on participant's program compliance and the prompt reporting of non-compliant behaviors;
- A written protocol for the use of incentives and rewards that recognize individual progress and achievement and graduated responses to address non-compliant behaviors; and/or
- Appropriate discharge planning.

Liaison/Court Staff: The program may maintain a presence in and/or staff the courts in the counties they serve. Program staff assigned to the court may: screen potential participants; advocate for program services; and report to the court the participant's progress in program and compliance with court orders.

Court Screening and Collaboration with Criminal Justice Agencies: The program will work with criminal justice agencies that may include: the courts, prosecutors, defense counsel, police, probation and community-based agencies (housing, social services, treatment agencies, etc.) to facilitate participant identification, screening, assessment and enrollment in community-based services.

Personnel and Staff Development: The program will employ and retain qualified personnel. Programs will ensure that personnel are trained and continue to receive in-service training consistent with accepted evidence-based principles. Each funded program must complete the Program Staffing chart.

Training: OPCA Training in evidence-based practices: ATI programs will be notified of available DCJS provided training; however, programs should not rely solely on training provided by DCJS. Funded programs will be prioritized to participate in DCJS training, subject to availability, in the following areas: NYCOMPAS Risk and Needs Assessment; Thinking for a Change (T4C); Motivational Interviewing; Women's Risk Needs Assessment (WRNA); Interactive Journaling; the National Institute of Corrections (NIC) Offender Workforce Development Specialist (OWDS) Training, and Decision Points, among others. Many of these training curricula have been converted to be completed in a virtual and remote environment. For information regarding these trainings please see Appendix: *DCJS Office of Probation and Correctional Alternatives (OPCA) Training in Evidence-Based Practices*.

Administration: The program is to maintain appropriate facilities for the population being served and have a system to track and monitor participant progress and service delivery.

Section II

II. Funding Information and Questions

Please Complete the following information and submit as instructed:

- A. Executive Approval*
- B. Local Planning Group*
- C. Program Funding Identification Form*
- D. Program Contact Information Sheet (one completed contact chart for each 13A program funded)*

A. EXECUTIVE APPROVAL: (To be signed by the Chief Elected Official or his/her designee once for each county)

The Chief Elected Official or his/her designee hereby approves the application as submitted. The proposed allocation of state funds shall be distributed to each of the programs listed below in accordance with contractual agreements established subsequent to the submission and approval of this application.

Name of County: Saratoga

PROJECT	PROPOSED SUBALLOCATION OF STATE FUNDS
Community Work Order Program	9,853.20
Pre-Trial Services	16,370.80
Total Allocation	26,224

Signature _____

Theodore T. Kusnierz, Jr.,
Saratoga County Chairman of the Board

County Executive Certification (equivalent Local Official) *(Electronic signature may be used)*

B. Local Planning Group: It is recommended that localities utilize a Local Planning Group or Team when developing the Article 13-A ATI application for funding. Please indicate below whether a team or planning group was utilized in the planning process.

Yes or No – No – There are no changes to the plan this year and the plan has remained the same for the past several years. Further, this plan has been in continual operation to this point, which is two thirds of the way through the 2020-2021 grant year.

Please answer the following questions:

1. Will the programming provided by your county and funded through Article 13-A in current year (July 1, 2020 to June 30, 2021) be continued?

Yes **XX** or No

2. If a program has/is continuing, please describe the action plan used or planned to address any barriers identified.

Program #1 Saratoga County Pre-trial Services Program

Action Plan - The Saratoga County Pretrial Services Program is an Alternative to Incarceration Program (ATI) run by the Saratoga County Probation Department that monitors and supervises individuals where authorized or requested by the Court. All individuals counted in this contract are released under supervision. The Saratoga County Work Order Program is managed by the Saratoga County Department of Employment and Training. The program utilizes the COMPAS Failure to Appear screening instrument to evaluate that risk, which is an evidence based risk assessment instrument.

Program #2 Saratoga Community Work Order Program

Action Plan - The Saratoga County Work Order Program (CWOP) is managed by the Saratoga County Department of Employment and Training. CWOP is an Alternative to Incarceration Program (ATI) that allows the courts in Saratoga County and appropriate referrals from out-of-county courts to assign offenders to community service hours as an alternative sentence. The program saves the taxpayer money that could have been spent on jail time, allows the offender to "give back" to the community, and helps community organizations by providing free/volunteer assistance, where needed.

3. If new programming or a modified program model is being proposed, please describe the need for this program and how it will be implemented.

N/A

C. Program Funding Identification Form

All sources of funding for this program must be reported. The total program budget should include DCJS funds, other State funds, Federal funds, tax levy funds, 1 percent bail monies and other sources including Medicaid, fee revenue, foundation funding, etc.

	AMOUNT OF FUNDS
DCJS Funds	\$26,224.00
Other State Funds (specify source)	
Federal Funds	
County Funds – (salary & fringe for personnel)	\$41,928.40
(a) Tax Levy	
(b) 1% Bail (not eligible for State reimbursement)	
Other Funds (specify sources)	

Total Program Budget (include all sources)	\$68,152.40

D. Program Contact Information Sheet – This Program Contact Information Sheet should be completed for each program to be funded with 13-A Classification funds.

Program Contact Information Sheet

LEGAL NAME OF PROGRAM	Saratoga County Pretrial Program			ACRONYM	PTS
PROGRAM DIRECTOR	Ty Stacey			TITLE	Sr. Probation Officer
PROGRAM ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	tstacey@saratogacounty.ny.gov
LEGAL NAME OF MANAGING/SUPERVISING AGENCY	Saratoga County Probation Department				
AGENCY HEAD	Steven Bayle			TITLE	Probation Director
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacounty.ny.gov
FISCAL REPORTING PERSON	Steven Bayle				
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacounty.ny.gov
PERSON PREPARING QUARTERLY REPORTS	Steven Bayle				
ADDRESS	Paul E. Lent Public Safety Facility 6012 County Farm Road				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4120	FAX	518-884-4258	EMAIL	sbayle@saratogacounty.ny.gov

Program Contact Information Sheet

LEGAL NAME OF PROGRAM	Saratoga County Community Work Order Program			ACRONYM	CWOP
PROGRAM DIRECTOR	Sheryl Morrow			TITLE	Coordinator
PROGRAM ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4906	FAX	518-884-4262	EMAIL	smorrow@saratogacounty.gov
LEGAL NAME OF MANAGING/SUPERVISING AGENCY	Saratoga County Employment & Training				
AGENCY HEAD	Jennifer McCloskey			TITLE	Director
ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4170	FAX	518-884-4262	EMAIL	jmccloskey@saratogacounty.gov
FISCAL REPORTING PERSON	Jennifer Barrett				
ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4902	FAX	518-884-4262	EMAIL	jbarrett@saratogacounty.gov
PERSON PREPARING QUARTERLY REPORTS	Sheryl Morrow				
ADDRESS	152 West High Street				
CITY, STATE	Ballston Spa, NY			ZIP CODE	12020
PHONE	518-884-4906	FAX	518-884-4262	EMAIL	smorrow@saratogac

					ountyny.gov
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(Copy and paste additional contact sheets below if needed. One contact sheet for each program funded under 13A must be completed and submitted)



Training Costs - Limited trainings may be offered by DCJS and many of these training curricula have been converted in order to be able to be completed in a virtual and remote environment. Programs are encouraged to include funding in their budgets for staff to attend trainings, as needed.

NYCOMPAS Training - ATI programs will continue to be invited to apply for access and use of the NYCOMPAS, with the exception of pretrial services agencies which have their own requirements in CPL 510.45 3 (a) and (b i, ii). Access and training will be provided by DCJS at **no cost** to the ATI program.

NIC Offender Workforce Development Specialist (OWDS) Training – DCJS presents the Offender Workforce Development Specialists (OWDS) training as part of an In-State Partnership with NIC. Through this three-week training program, individuals are specially trained to facilitate job readiness groups (Ready, Set, Work!) for persons with a criminal history, both in facilities and after release. For those under supervision, these groups can provide supervision contacts and can also greatly increase the job-readiness skills and sustained employment of unemployed individuals. Those in facilities who are able to participate in Ready, Set Work! before release are better prepared to go to work once they are back in the community.

NIC Thinking for a Change Facilitator Training – This 32-hour training experience prepares participants to deliver the Thinking for a Change program with offender groups.

Motivational Interviewing training - Motivational Interviewing (MI) is an offender-centered approach that seeks to bring about change through the reduction of ambivalence and resistance to efforts that promote such change. The course will outline the theory underlying the philosophical tenets of motivational interviewing and provide methods and techniques for its implementation. Participants will also have an opportunity to practice the skills learned during the training.

Women’s Risk Needs Assessment (WRNA) training – Administered over the course of three days, this training will provide participants with the skills and knowledge required to effectively administer and interpret the results of the Women’s Risk Needs Assessment (WRNA) instrument that will soon be available via the COMPAS suite of the Integrated Justice Portal. Participants will be trained to properly administer the various components of the WRNA assessment process including performing a case file review, the interview and written survey components, and how to properly assemble a case-management treatment plan that provides or makes referrals to appropriate services.

Interactive Journaling - an evidence-based program designed to promote lasting behavioral change in the offender population. The design of this program provides structure to the service delivery process, while building and enhancing offender-provider rapport. The two-day Facilitator Training will include an introduction to The Courage to Change model, the research that supports the efficacy of the program, along with opportunities to practice the facilitation and delivery of the curriculum.



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steve Bulger, County Administrator
Hugh Burke, Esq., Acting County Attorney
Pamela Wright, Clerk of the Board

FROM: Michael Hartnett
Assistant County Attorney
Legal Advisor to Executive Order 203 Compliance Group

CC: Therese Connelly
Clare Giammusso
Audra Hedden

DATE: 2/25/2021

Committee: **Public Safety**

1. Budget Amendments: N/A
2. Amendments to the Compensation Schedule: NA
3. Details on what the resolution will authorize:

The Executive Order 203 Compliance Group, was appointed on October 14, 2020 in compliance with Executive Order 203, requiring “all municipalities within New York State who have a law enforcement agency must perform a comprehensive review of strategies, deployment practices, and policies for the purpose of addressing the needs of communities served by the police agency and promote community engagement to foster trust, fairness, and legitimacy and to address any racial bias and disproportionate policing of communities of color.” As part of the comprehensive review, the committee was required to coordinate with the Sheriff’s Office and consulted with community stakeholders. The Executive Order 203 Group has drafted and prepared a report and plan for consideration by the Board of Supervisors which includes recommendations that resulted from the review and consultations with the community.

Pursuant to Resolution 46 – 2021, the Board of Supervisors accepted the report for consideration and established a “public comment” period until March 5, 2021.



SARATOGA COUNTY

After public comment the plan must be provided to the local legislative body, which shall ratify or adopt the proposed plan no later than April 1, 2021. Following action by the Board of Supervisors, certification must be submitted to the NY State Division of the Budget. Per the Executive Order, release of appropriated state or federal funds may be conditioned upon compliance.

The proposed resolution requested is for the Public Safety committee to recommend that the Executive Order 203 Group Report be adopted by the Board of Supervisors and to authorize the Chairman of the Board to submit verification of compliance with Executive Order 203 to the NYS Division of Budget.

The Executive Order 203 Compliance Group January 2021 Report can be found at:
<https://www.saratogacountyny.gov/departments/sheriffs-office/executive-order-203-advisory-group/>

4. Vendors/contractors Selected: N/A

- a. Less desirable alternatives: [Click here to enter text.](#)
- b. Were bids/proposals solicited: [Click here to enter text.](#)
- c. Was the contractor selected the lowest bid or proposal: [Click here to enter text.](#)
- d. Was the contract awarded on the best value methodology: [Click here to enter text.](#)
- e. Is the vendor/contractor a sole source: [Click here to enter text.](#)
- g. Commencement date of contract term: [Click here to enter text.](#)
- h. Termination of contract date: [Click here to enter text.](#)
- i. Contract renewal and term: [Click here to enter text.](#)
- j. Contact information (names, addresses): [Click here to enter text.](#)
- k. Is the vendor/contractor an LLS, PLLC or partnership: [Click here to enter text.](#)
- l. State of vendor/contractor organization: [Click here to enter text.](#)
- m. Time element and why: [Click here to enter text.](#)
- n. Other remarks: [Click here to enter text.](#)

5. Is this an annual housekeeping resolution: No

- a. What were the terms of the prior resolution: [Click here to enter text.](#)
- b. Are the terms changing: [Click here to enter text.](#)
- c. What is the reason for the change in terms: [Click here to enter text.](#)

6. Is a new position being created: **No**

- a. Effective date: [Click here to enter a date.](#)
- b. Salary and grade: [Click here to enter text.](#)



SARATOGA COUNTY

7. Is a new employee being hired: No
 - a. Full name of the new employee including suffixes: [Click here to enter text.](#)
 - d. City/Town of residence: [Click here to enter text.](#)
 - e. Effective date of employment: [Click here to enter text.](#)
 - f. Salary and grade [Click here to enter text.](#)
 - g: Appointed position: [Click here to enter text.](#)
 - h. Term: [Click here to enter text.](#)

8. Is a grant being accepted: No
 - a. Source of grant funding:
 - b. Amount of grant: [Click here to enter text.](#)
 - c. Purpose grant will be used for: [Click here to enter text.](#)
 - d. Equipment and/or services being purchased with the grant: [Click here to enter text.](#)
 - e. Time period grant covers: [Click here to enter text.](#)

9. Remarks: [Click here to enter text.](#)

8. Presentation:



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steve Bulger, County Administrator
Hugh Burke, Acting County Attorney
Jason Kemper

FROM: Wes Carr

DATE: 2/17/2021

Committee: **Public Safety**

1. Budget Amendments: No
2. Amendments to the Compensation Schedule: No
3. Details on what the resolution will authorize:

Authorizing participation in 2021 state STOP-DWI program and contracts with local agency participants

4. Vendors/contractors Selected:
 - a. Less desirable alternatives:
 - b. Were bids/proposals solicited:
 - c. Was the contractor selected the lowest bid or proposal:
 - d. Was the contract awarded on the best value methodology:
 - e. Is the vendor/contractor a sole source:
 - g. Commencement date of contract term:
 - h. Termination of contract date:
 - i. Contract renewal and term:
 - j. Contact information (names, addresses):
 - k. Is the vendor/contractor an LLS, PLLC or partnership:
 - l. State of vendor/contractor organization:
 - m. Time element and why:
 - n. Other remarks:
5. Is this an annual housekeeping resolution: **Yes**
 - a. What were the terms of the prior resolution: See resolution 49-2020
 - b. Are the terms changing: **No**
 - c. What is the reason for the change in terms:
6. Is a new position being created: **No**
 - a. Effective date
 - b. Salary and grade:
7. Is a new employee being hired: **No**
 - a. Full name of the new employee including suffixes:
 - d. City/Town of residence:
 - e. Effective date of employment



SARATOGA COUNTY

- f. Salary and grade
- g: Appointed position:
- h. Term:

- 8. Is a grant being accepted: Yes
 - a. Source of grant funding: NYS STOP DWI Foundation
 - b. Amount of grant: \$25,000 (included in 2021 adopted budget)
 - c. Purpose grant will be used for: STOP-DWI Crackdown Patrols and Activities
 - d. Equipment and/or services being purchased with the grant: NA
 - e. Time period grant covers: 10/1/20 through 9/30/21

9. Remarks:

Attached :

Markup of resolution 49-2020
NYS GTSC plan approval letter
2021 Saratoga County STOP DWI plan.

Please note that the \$25,000 difference between the plan and the resolution is because the \$25,000 Crackdown grant is not included in the plan.



Governor's Traffic Safety Committee

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CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111

Ph: (518) 474-5777

Fx: (518) 473-6946

February 5, 2021

Wes Carr
Coordinator
Saratoga County STOP DWI Program
152 West High Street
Ballston Spa, NY 12020

Re: 2021 STOP DWI Plan Approval

Dear Mr. Carr:

We are approving your 2021 STOP DWI Plan as submitted. Thank you for your dedication and continued work to address the problem of impaired driving.

Due to the varying timelines in the local budget process, county certification may still be pending. If you did not include a county certification in your plan submission, we ask that you submit that certification to the GTSC (Governor's Traffic Safety Committee) as soon as it is available. The certification page must include either the county resolution approving the STOP DWI Plan or a copy of the county budget page(s) showing the amount approved for STOP DWI. We will also need your most recent contact information sheet.

We recognize that county governments continue to experience the same fiscal constraints as the rest of the state. In these difficult fiscal times, we have to be sure that program spending is kept to areas that prevent impaired driving or to enforce impaired driving laws and that do not supplant local spending. If you plan to modify this approved STOP DWI budget plan, you must notify the GTSC before incurring any costs.

If you have any questions about your plan or the program in general, please contact Jason Maher at the Governor's Traffic Safety Committee at Jason.Maher@dmv.ny.gov or (518) 486-5379.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD/JM/mr

cc: Andrew Jarosh
Chad Cooke



Department of
Motor Vehicles



COUNTY: _____

Name: _____

Title: _____

Phone number: _____

Email address: _____

Additional comments:

COMPONENT

TOTALS

I. Enforcement	_____
II. Prosecution	_____
III. Court Related	_____
IV. Probation	_____
V. Rehabilitation	_____
VI. Public Information/Education	_____
VII. Administration	_____
TOTAL STOP-DWI BUDGET	_____

Subtotal Estimated Fine Revenues for year 2021: _____

Enter Amount of Rollover/Fund Balance: _____

Subtotal Other Source(s) of Revenue*: _____

Total Estimated Revenues: _____

Are you planning to use any of your Rollover? YES NO

* List other sources of revenue.

BUDGET SUMMARY of LAW ENFORCEMENT

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services (Subtotal (A) on next page)		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment (Subtotal (B) on next page)	_____
Vehicle	_____
Vehicle Maintenance	_____
Supplies	_____
Training/Travel	_____
Overhead: Office Rent, Telephone, and Utilities	_____
Indirect Cost Charge(s)	_____
Contractual Services	_____
<i>Must describe in detail below the contractor and services to be provided</i>	_____
Total Other Than Personal Services	_____
TOTAL LAW ENFORCEMENT BUDGET (i) + (ii)	_____

ENFORCEMENT ACTIVITY BUDGET (Description)

Describe in detail / explain vehicle purchase, including the name of the agency that will be obtaining the vehicle:

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

ENFORCEMENT ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

[Empty box for describing "other" items listed]

Please provide specific detail of the activities that will be funded in this area.

[Empty box for providing specific detail of activities to be funded]

BUDGET SUMMARY of PROSECUTION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment		_____
Supplies and Materials		_____
Training/Travel		_____
Contractual Services		_____
Other (describe in detail below)		_____
Total Other Than Personal Services		_____
TOTAL PROSECUTION BUDGET (i) + (ii)		_____

PROSECUTION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROSECUTION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

[Empty box for describing "other" items listed]

Please provide specific detail of the activities that will be funded in this area.

[Empty box for providing specific detail of activities to be funded]

BUDGET SUMMARY of COURT RELATED

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment		_____
Supplies and Materials		_____
Training/Travel		_____
Contractual Services		_____
Other (describe in detail below)		_____
Total Other Than Personal Services		_____
TOTAL COURT BUDGET (i) + (ii)		_____

COURT RELATED ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

COURT RELATED ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

BUDGET SUMMARY of PROBATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment		_____
Supplies and Materials		_____
Training/Travel		_____
Contractual Services		_____
Other (describe in detail below)		_____
Total Other Than Personal Services		_____
TOTAL PROBATION BUDGET (i) + (ii)		_____

PROBATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROBATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

[Empty box for describing "other" items listed]

Please provide specific detail of the activities that will be funded in this area.

[Empty box for providing specific detail of activities to be funded]

BUDGET SUMMARY of REHABILITATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment		_____
Supplies and Materials		_____
Training/Travel		_____
Contractual Services		_____
Other (describe in detail below)		_____
Total Other Than Personal Services		_____
TOTAL REHABILITATION BUDGET (i) + (ii)		_____

REHABILITATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

REHABILITATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

[Empty box for describing "other" items listed]

Please provide specific detail of the activities that will be funded in this area.

[Empty box for providing specific detail of activities to be funded]

BUDGET SUMMARY of PUBLIC INFORMATION/EDUCATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment	_____
Supplies and Materials	_____
Training/Travel	_____
Contractual Services	_____
Other (describe in detail below)	_____
Total Other Than Personal Services	_____
TOTAL PUBLIC INFORMATION/EDUCATION BUDGET (i) + (ii)	_____

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

[Empty box for describing equipment to be purchased]

Describe in detail / explain Contractual Services:

[Empty box for describing contractual services]

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

BUDGET SUMMARY of ADMINISTRATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	
List Job Title, Agency, Full or Part Time Status	Equivalent	Total
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
Overtime Funding		_____
Fringes		_____
Total Personal Services		_____

(ii) OTHER THAN PERSONAL SERVICES

Equipment		_____
Supplies and Materials		_____
Training/Travel		_____
Contractual Services		_____
Other (describe in detail below)		_____
Total Other Than Personal Services		_____
TOTAL ADMINISTRATION BUDGET (i) + (ii)		_____

ADMINISTRATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Empty box for describing equipment to be purchased.

Describe in detail / explain Contractual Services:

Empty box for describing contractual services.

ADMINISTRATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

In addition to informing the Clerk of the Board that you have agenda items for an upcoming committee meeting a pre-resolution memorandum, attached to an email, should be sent to the County Administrator, Management Analyst, and County Attorney at least 5 days before the committee meets, but in no case less than 2 days before the meeting

TO: Steven Bulger, County Administrator
Jason Kemper, Acting Deputy County Administrator
Hugh Burke, Esq., Acting County Attorney

FROM: Sheriff Michael H. Zurlo

DATE: 2/24/2021

Committee: Public Safety

1. Budget Amendments: Yes

Increase Revenue	A-30-3306	\$141,477.89
Increase Expense	A-30-000-6810	\$ 567.05
Increase Expense	A-30-000-7041	\$ 36,862.00
Increase Expense	A-30-000-7051	\$ 959.00
Increase Expense	A-30-000-7033	\$ 2,078.61
Increase Expense	A-30-000-7080	\$ 47,085.00
Increase Expense	A-30-000-7205	\$ 8,150.73
Increase Expense	A-30-000-8150	\$ 2,500.00
Increase Expense	A-30-000-8231	\$ 3,197.00
Increase Expense	A-30-000-8283	\$ 1,000.00
Increase Expense	A-30-000-8514	\$ 39,078.50

2. Amendments to the Compensation Schedule: No

3. Details on what the resolution will authorize: Authorize the re-appropriation of the remaining balance of previously authorized grant revenue and expenses from the 2020 budget to the 2021 budget.

4. Vendors/contractors Selected: . n/a

a. Less desirable alternatives: n/a

b. Were bids/proposals solicited: n/a

c. Was the contractor selected the lowest bid or proposal: n/a

d. Was the contract awarded on the best value methodology: n/a

e. Is the vendor/contractor a sole source: n/a

g. Commencement date of contract term: n/a

h. Termination of contract date: n/a

i. Contract renewal and term: n/a



SARATOGA COUNTY

- j. Contact information :
- k. Is the vendor/contractor an LLS, PLLC or partnership: n/a
- l. State of vendor/contractor organization:n/a
- m. Time element and why: n/a
- n. Other remarks:

5. Is this an annual housekeeping resolution: Yes
- a. What were the terms of the prior resolution: n/a
 - b. Are the terms changing: n/a
 - c. What is the reason for the change in terms: n/a

6. Is a new position being created: **No**
- a. Effective date n/a
 - b. Salary and grade: n/a

7. Is a new employee being hired: No
- a. Full name of the new employee including suffixes:
 - d. City/Town of residence:
 - e. Effective date of employment
 - f. Salary and grade
 - g: Appointed position:
 - h. Term:

8. Is a grant being accepted: NO
- a. Source of grant funding: n/a
 - b. Amount of grant: n/a
 - c. Purpose grant will be used for: n/a
 - d. Equipment and/or services being purchased with the grant: n/a
 - e. Time period grant covers: n/a

9. Remarks:

Annually we receive grants that provide funding covering multiple years. By this resolution we are requesting to reappropriate the remaining fund balances from the 2018 Explosive Detection Canine Team Grant for equipment and training, 2018 NYS Homeland Security Grant for training, planning and equipment covering 9/18-8/21, 2019 NYS Homeland Security Grant for training, planning and equipment covering 9/19-8/22 and the 2020 NYS Homeland Security Grant for training, planning and equipment. All grants were previous accepted by Board resolution in their respective years. These grants are 100% state aid.



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

In addition to informing the Clerk of the Board that you have agenda items for an upcoming committee meeting a pre-resolution memorandum, attached to an email, should be sent to the County Administrator, Management Analyst, and County Attorney at least 5 days before the committee meets, but in no case less than 2 days before the meeting

TO: Steven Bulger, County Administrator
Jason Kemper, Acting Deputy County Administrator
Hugh Burke, Esq., Acting County Attorney

FROM: Sheriff Michael H. Zurlo

DATE: 0211/2021

Committee: Public Safety

1. Budget Amendments: No
2. Amendments to the Compensation Schedule: No
3. Details on what the resolution will authorize: Authorize the Chairman of the Board, the Sheriff or the County Administrator to enter into a service contract with Black Creek Integrated Systems Corp. for the licensing and support of the Black Creek Sally-Port Saratoga County Correctional Facility at a cost not to exceed \$43,564.50 for 2021. The form and content of such agreement to be subject to the approval of the Sheriff and the County Attorney.
4. Vendors/contractors Selected: . Black Creek Integrated Systems
 - a. Less desirable alternatives: n/a
 - b. Were bids/proposals solicited: n/a
 - c. Was the contractor selected the lowest bid or proposal: n/a
 - d. Was the contract awarded on the best value methodology: n/a
 - e. Is the vendor/contractor a sole source: YES
 - g. Commencement date of contract term: 01/01/2021
 - h. Termination of contract date: 12/31/2021
 - i. Contract renewal and term: YES, 1-year
 - j. Contact information: Linda Albonetti
 - k. Is the vendor/contractor an LLS, PLLC or partnership: no
 - l. State of vendor/contractor organization: Alabama
 - m. Time element and why: Continuation of services currently provided by the Black Creek
 - n. Other remarks: none
5. Is this an annual housekeeping resolution: No
 - a. What were the terms of the prior resolution n/a
 - b. Are the terms changing: No
 - c. What is the reason for the change in terms: n/a



SARATOGA COUNTY

6. Is a new position being created: **No**

- a. Effective date n/a
- b. Salary and grade: n/a

7. Is a new employee being hired: No

- a. Full name of the new employee including suffixes:
- d. City/Town of residence:
- e. Effective date of employment
- f. Salary and grade
- g. Appointed position:
- h. Term:

8. Is a grant being accepted: NO

- a. Source of grant funding:
- b. Amount of grant:
- c. Purpose grant will be used for:
- d. Equipment and/or services being purchased with the grant:
- e. Time period grant covers:

9. Remarks:

Licensing and support of the Black Creek Sally-Port jail management system is an annual expense and there is no increase from 2020 to 2021. This will extend the prior 5-year contract that was part of the original RFP.



**BLACK CREEK
INTEGRATED SYSTEMS CORP.**

2900 Crestwood Boulevard
P.O. Box 101747
Irondale, AL 35210

Voice: (205) 949-9900
Fax: (205) 949-9910

June 1, 2020

To: All SallyPort© Customers

Attached please find your annual support quotation for the 2021 fiscal year

In an effort to respond to requests for early quotations each year, we are issuing budgetary quotations to all agencies at this time. The quotations are based on the software you currently have installed. In the event additional software is purchased, the actual support plan cost will be based on the installed software as of 12/31/2020.

In consideration of the current economic hardships due to COVID-19, we are holding the cost of our 2021 annual support plan the same as the 2020 plan year.

We thank you for your continued support of our products and our company.

If you have any questions, please don't hesitate to call.

Very truly yours,
BLACK CREEK INTEGRATED SYSTEMS CORP.

Linda Albonetti



Black Creek Integrated Systems Corporation
 P. O. Box 101747
 Irondale, AL 35210
 Ph: (205)949-9900
 Fax: (205)949-9910

QUOTATION

Date	Number	Revision
6/1/2020	SP05040.21	

Terms	Ship Via	Freight	F.O.B.	Delivery
Due On Invoice Receipt	n/a	n/a	n/a	n/a

To:

Colonel Richard Emery
 Saratoga County Correctional Facility
 6010 County Farm Rd.
 Ballston Spa, NY 12020
remery@saratogacountyny.gov

Description	Amount
<p>SallyPort NY Unlimited Support Plan For Period 1/1/2021 Through 12/31/2021 See attached for plan description</p> <p>Quotation is based on number of software licenses at the time of quotation. Invoice will be based on number of software licenses at the time of renewal.</p> <p><u>Software Support Pricing Detail</u></p> <p>SallyPort Software \$ 9,675.00 (9) User Licenses \$ 8,707.50 Vine NY Interface \$ 825.00 Comnetix 2-Way Interface \$ 3,125.00 Driver's License Scanner Interface \$ 825.00 Keefe Cloud Based Commissary Interface \$ 2,875.00 GTL ICM P.I.N. Interface \$ 925.00 WatchTour \$ 1,525.00 (7) Mobile Access License \$ 3,150.00 Touchscreen Integration \$ 3,250.00 eMAR Module \$ 4,500.00 ePrescribe Module \$ 4,182.00</p>	<p>2021 Pricing</p> <p>Total Quotation Amount \$43,564.50</p>



BLACK CREEK INTEGRATED SYSTEMS CORP.

SALLY•PORT®

“QUALITY CARE” SUPPORT PLANS

SALLY•PORT® UNLIMITED SUPPORT PLAN

Black Creek's **Sally•Port®** Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time with Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of **Sally•Port®**.
- One hour response time to inquiries - Black Creek will make every attempt to contact you within one business day hour of receipt of an inquiry.
- Software updates - Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support - A Black Creek Technical Support Representative will “log on” to your system from Black Creek's facility in Moody, Alabama to assist in problem resolution.
- Discount on additional software training, support and services - Plan customers will be extended Level 1 Account pricing as reflected in the current version of Black Creek's Extended Services Rate Sheet during the life of the Plan.
- Membership in **Sally•Port®** Users' Group.

Plan pricing assumes services will be requested and provided during normal business hours between 7:30 A.M. – 5:30 P.M. Monday through Thursday and from 7:30 A.M. – 11:30 A.M. on Friday, Central Time. Plan terms are effective for the period January 1st to December 31st.

Black Creek's **Sally•Port®** Unlimited Support Plan, in addition to providing user support, also protects the Owner's investment in the software by guarding against obsolescence, thereby maintaining its value.



**BLACK CREEK INTEGRATED SYSTEMS CORP
EXTENDED SERVICES RATE SHEET
EFFECTIVE 7/6/17**

	Standard Rate	Level 1 Accounts	Level 2 Accounts	Level 3 - 5 Accounts
Telephone Support Hourly Rates (Unlimited Coverage Hours M-F, 8 a.m.- 5 p.m. Central Time)				
Service Manager	\$189.00	\$161.00	\$161.00	\$161.00
Programmer	\$220.00	\$187.00	\$187.00	\$187.00
Engineer	\$220.00	\$187.00	\$187.00	\$187.00
Electronics Technician	\$169.00	\$144.00	\$144.00	\$144.00
Documents Maint. Surcharge	\$275.00/Call	Waived	Waived	Waived
Parts Sales				
Parts Discount	- 0 -	15%	15%	15%
Minimum Parts Order	\$100.00	- 0 -	- 0 -	- 0 -
Handling Charge	\$25.00/ Shipment	\$25.00/ Shipment	\$25.00/ Shipment	\$25.00/ Shipment
Shipping Charge	At Cost	At Cost	At Cost	At Cost
On-Site Service Support Hourly Labor Rates (Coverage Hours M-F, 8 a.m.- 5 p.m. Central Time) (Rates are portal to portal)				
Programmer	\$290.00	\$247.00	\$247.00	\$247.00
Engineer	\$290.00	\$247.00	\$247.00	\$247.00
Electronics Technician	\$208.00	\$177.00	\$177.00	\$177.00
On-Site Service Support Travel Rates				
Service Technician & Truck (Round Trip)	\$2.25/mi.	\$2.00/mi.	\$2.00/mi.	\$2.00/mi.
Air Fare	At Cost	At Cost	At Cost	At Cost
Car Rental	At Cost	At Cost	At Cost	At Cost
Hotel	At Cost	At Cost	At Cost	At Cost
Upcharge Options				
Out Of Coverage Hours ¹	1.5 Times Standard Rate	1.5 Times Contract Rate	1.5 Times Contract Rate	1.5 Times Contract Rate
Sundays/Holidays ²	2 Times Standard Rate	2 Times Contract Rate	2 Times Contract Rate	2 Times Contract Rate

¹ Out of coverage hours are defined as any hours outside of 7:30 A.M. - 5:30 P.M. Monday – Thursday, and 7:30 A.M. – 11:30 A.M. Friday, Central Time, AND any hours in excess of eight (8) hours onsite per day and Saturday.

² Sundays and Holidays are defined as any Sunday, AND, holidays observed by the facility being serviced.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Hugh Burke, Interim County Attorney
Pam Wright, Clerk of the Board

CC: Jason Kemper, Planning Director
Therese Connolly, Deputy Clerk of the Board
Matt Rose, Management Analyst

FROM:

DATE:

COMMITTEE:

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed:
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule:
(If yes, provide details)
4. Specific details on what the resolution will authorize:
5. Does this item require hiring a Vendors/Contractors:
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: **YES** or **NO**
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution:
(If yes, attach the last approved resolution)
 - a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:

7. Is a new position being created:
 - a. Effective date
 - b. Salary and grade

8. Is a new employee being hired:
 - a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:

9. Is a grant being accepted:
 - a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:

10. Remarks/Reasoning (Supporting documentation must be attached to this form):



SARATOGA COUNTY
SHERIFF'S OFFICE
Communications Division

MICHAEL H. ZURLO
SHERIFF

Richard L. Castle
Undersheriff

Steven G. Gordon
Director

February 25, 2021

Supervisor John Lant
40 McMaster Street
Ballston Spa, NY 12020

Supervisor Lant,

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services is 9-1-1. The county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

The Saratoga County Sheriff's Office is recognizing the second full week of April (April 11-17, 2021) as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually nationwide, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. I am requesting your support in the form of a Proclamation to honor the men and women of the Sheriff's Office Communications Division for the work that they do every day to protect the citizens of Saratoga County.

The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. I have enclosed a proposed message for your signature.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "S.G. Gordon", written over a white background.

Steven G Gordon
Director of Emergency Communications



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steve Bulger, County Administrator
Matthew Rose, Management Analyst
Hugh G. Burke, Esq., Acting County Attorney

FROM: Karen A. Heggen, District Attorney

DATE: 2/23/2021

Committee: Public Safety

1. Budget Amendments: No Change in Budget
2. Amendments to the Compensation Schedule: None
3. Details on what the resolution will authorize:

Resolution accepting the Crimes Against Revenue Program (CARP) Grant from the Division of Criminal Justice Services

4. Vendors/contractors Selected:
 - a. Less desirable alternatives:
 - b. Were bids/proposals solicited:
 - c. Was the contractor selected the lowest bid or proposal:
 - d. Was the contract awarded on the best value methodology:
 - e. Is the vendor/contractor a sole source:
 - g. Commencement date of contract term:
 - h. Termination of contract date:
 - i. Contract renewal and term:
 - j. Contact information (names, addresses):
 - k. Is the vendor/contractor an LLS, PLLC or partnership:
 - l. State of vendor/contractor organization:
 - m. Time element and why:
 - n. Other remarks:
5. Is this an annual housekeeping resolution: Yes
 - a. What were the terms of the prior resolution: 1/01/2020 - 12/31/2020
 - b. Are the terms changing: No
 - c. What is the reason for the change in terms:
6. Is a new position being created: No
 - a. Effective date:
 - b. Salary and grade:
7. Is a new employee being hired: No



SARATOGA COUNTY

- a. Full name of the new employee including suffixes:
- d. City/Town of residence:
- e. Effective date of employment:
- f. Salary and grade
- g. Appointed position:
- h. Term:

8. Is a grant being accepted: Yes

- a. Source of grant funding: Division of Criminal Justice Services
- b. Amount of grant: \$118,900
- c. Purpose grant will be used for: toward salaries and travel reimbursement
- d. Equipment and/or services being purchased with the grant: None
- e. Time period grant covers: January 1, 2021 – December 31, 2021

9. Remarks: This grant goes toward salaries and travel reimbursement. Funding has stayed the same as the 2020 amount.



SARATOGA COUNTY

PRE-RESOLUTION MEMORANDUM

TO: Steven Bulger, County Administrator
Matthew Rose, Management Analyst
Hugh Burke, Esq., Acting County Attorney

FROM: Karen A. Heggen, District Attorney

DATE: 2/23/2021

Committee: **Public Safety**

1. Budget Amendments: No Change in Budget
2. Amendments to the Compensation Schedule: None
3. Details on what the resolution will authorize:

Resolution accepting the Criminal Justice Discovery Reform Grant (from the Division of Criminal Justice Services)

4. Vendors/contractors Selected:
 - a. Less desirable alternatives:
 - b. Were bids/proposals solicited:
 - c. Was the contractor selected the lowest bid or proposal:
 - d. Was the contract awarded on the best value methodology:
 - e. Is the vendor/contractor a sole source:
 - g. Commencement date of contract term: April 1, 2020
 - h. Termination of contract date: March 31, 2021
 - i. Contract renewal and term: New Grant
 - j. Contact information (names, addresses):
 - k. Is the vendor/contractor an LLS, PLLC or partnership:
 - l. State of vendor/contractor organization:
 - m. Time element and why:
 - n. Other remarks:
5. Is this an annual housekeeping resolution: No
 - a. What were the terms of the prior resolution:
 - b. Are the terms changing: No
 - c. What is the reason for the change in terms:
6. Is a new position being created: **No**
 - a. Effective date:
 - b. Salary and grade:
7. Is a new employee being hired: No



SARATOGA COUNTY

- a. Full name of the new employee including suffixes:
- d. City/Town of residence:
- e. Effective date of employment:
- f. Salary and grade
- g: Appointed position:
- h. Term:

8. Is a grant being accepted: Yes

- a. Source of grant funding: Division of Criminal Justice Services
- b. Amount of grant: \$380,056
- c. Purpose grant will be used for: Discovery Reform
- d. Equipment and/or services being purchased with the grant: Nothing new; grant to reimburse expenses incurred for implementation of discovery and bail reforms during grant period
- e. Time period grant covers: April 1, 2020 – March 31, 2021

9. Remarks: The New York State Division of Criminal Justice Services (DCJS) is providing funding to support local district attorneys with expenses related to the implementation of discovery and bail reforms that took effect January 1, 2020. Each county outside of NYC is eligible to receive an award. Grants will be provided to the chief elected official in each county, with funding contingent upon the county's submission and DCJS approval of a Discovery Reform Funding Plan.



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Saratoga County	Date: February 9, 2021
Program Name: Criminal Justice Discovery Reform Grant	Award Amount: \$380,056
Name of Official: Chairman of the County Legislature Anthony Jasenski	All funding provided must support estimated costs during the state fiscal year April 1, 2020 through March 31, 2021
Email: ekinowski@stillwaterny.org	Project ID No.: DG20-1040-D00
<p>Criminal Justice Discovery Reform Grant - Additional Information:</p> <p>The New York State Division of Criminal Justice Services (DCJS) is pleased to provide funding to your county to support local law enforcement agencies with expenses related to the implementation of discovery and bail reforms that took effect January 1, 2020. Your county’s maximum award amount has been determined based on the prorated share of criminal court arraignments statewide.</p> <p>Funding is contingent upon the submission by the county and subsequent DCJS approval of a Discovery Reform Funding Plan. Please see the attached <i>2020-21 Discovery Reform Application</i> and the <i>Discovery Reform Funding Plan</i> for additional information.</p> <p>The county Discovery Reform Funding Plan should be submitted to DCJS using the DCJS Grants Management System (GMS). Additional information about GMS is provided in the attached Application document. Questions about the submission of the Plan should be emailed to DCJS at dcjsfunding@dcjs.ny.gov. Please include “Discovery Reform Question” in the subject line of your email. Any questions about GMS access or other technical assistance can also be directed to dcjsfunding@dcjs.ny.gov.</p> <p>DCJS will assist counties in amending submitted Plans if needed. Once Plans are approved by DCJS, grantees will be notified and shall receive payment for their entire award. Thank you for all you do to enhance public safety. DCJS remains committed to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.</p> <p>Attachment (2)</p>	