



Public Safety Committee

Wednesday, November 2, 2022 3PM

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members:

Phil Barrett
Mark Hammond-VC
Jack Lawler
Scott Ostrander
Kevin Veitch
Mo Wright

- I. Welcome and Attendance
- II. Approval of the minutes of the October 5, 2022 meeting.
- III. Probation - Sue Costanzo
 - a. Authorizing acceptance of a NYS Supervision and Treatment Services for Juveniles Program (STSJP) grant and authorizing provider contracts through December 31, 2023
 - b. Accepting a NYS Division of Criminal Justice Services Grant
- IV. Authorizing an agreement with the NYS Office of Indigent Legal Services to accept a \$211,602 Indigent Legal Services Grant (Distribution #13) – Andrew Blumenberg, Public Defender
- V. Sheriff's Department – Michael Zurlo
 - a. Authorizing an agreement with the Town of Clifton Park to provide specialized law enforcement services.
 - b. Authorizing an agreement with the Town of Halfmoon to provide specialized law enforcement services.
 - c. Authorizing the acceptance of State aid from the New York State STOP-DWI Foundation, Inc. for DWI Hight Visibility Engagement Campaign (HVEC) patrols and activities.
- VI. Other Business
- VII. Adjournment



SARATOGA COUNTY


AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
 Ridge Harris, Deputy County Administrator
 Michael Hartnett, County Attorney
 Therese Connolly, Clerk of the Board
 Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
 Bridget Rider, Deputy Clerk of the Board
 Matt Rose, Management Analyst
 Clare Giammusso, County Attorney's Office
 Audra Hedden, County Administrator's Office

DEPARTMENT: Probation Department 

DATE: 11/2/2022

COMMITTEE: Public Safety 

RE: Request for Resolution for STSJP (Supervision and Treatment Services for Juveniles Program)

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Contract Approval 

County Attorney's Office
 Consulted

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Authorize the acceptance of the Supervision and Treatment Services for Juveniles Program (STSJP) grant from the New York State Office of Children and Family Services in an amount up to \$119,550.26 and to authorize provider contracts for the calendar year 2023. The proposed contract for KMG Monitoring changes from a minor contract to a major contract for this time period.

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | | | |

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A-31-000-7734
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: 1/1/2023

f. Termination of contract date: 12/31/2023

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Recurring contracts with specialized providers have been in place for several years. Copies of last year's contracts have been forwarded to the County Attorney with the proposed changes to the dates and amounts. The contact for KMG Monitoring changes from a minor contract to a major contract for this time period.

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

State

b. Agency granting funds:

NYS OCFS

c. Amount of grant:

\$119,550.26

d. Purpose grant will be used for:

Supervision and Treatment Services for Juvenile Program

e. Equipment and/or services being purchased with the grant:

None

f. Time period grant covers:

New York State Fiscal Year 2022-2023

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:

12/15/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~329 - 2021~~ ²⁰²²

Introduced by Supervisors Lant, Allen, Connolly, Lucia, Raymond, Schopf and ~~Smith~~

Barrett, Hammond, Ostrander, Lawler, KVeritch, Wright

AUTHORIZING ACCEPTANCE OF A NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM (STSJP) GRANT, AND AUTHORIZING PROVIDER CONTRACTS THROUGH DECEMBER 31, 2022. 2023

WHEREAS, the County's Department of Social Services and Probation Department are eligible for a grant from the New York State Office of Children and Family Services directed to reduce juvenile detention usage and encourage alternatives to detention and placement, known as the Supervision and Treatment Services for Juveniles Program (STSJP) grant; and

~~\$119,550.26~~ ^{\$119,550.26} WHEREAS, the County has made application for an STSJP grant in an amount up to ~~\$111,655~~ to cover the State's 62% share of the costs associated with clients who are not fully reimbursed under the Flexible Fund for Family Services (FFFS) program, with the remaining 38% of those costs to be funded by the County; and

WHEREAS, said grant funds, if received, would be accepted by the Department of Social Services and passed through to the Probation Department along with the County's matching funds; and

\$182,323

WHEREAS, the Probation Department proposes to utilize said STSJP grant and matching funds to: 1) contract with Berkshire Farm Center and Services for Youth, Inc. to provide intensive family-based programming to reduce and prevent juvenile detention through Berkshire Farm's Stepping Stones Program at a cost not to exceed ~~\$170,395~~; 2) enter into a minor contract with KMG Monitoring Service to provide electronic monitoring of youth diverted from detention at an annual cost not to exceed ~~\$15,000~~ (~~\$10,000~~ funded through STSJP and ~~\$5,000~~ funded 100% through Raise the age); and 3) enter into a minor contract with CAPTAIN Community Human Services, Inc. to provide residential respite services for eligible youth to prevent detention at an annual cost not to exceed \$500; and

²⁰²³ WHEREAS, the contract period for the foregoing contracts shall run from January 1, ~~2022~~ through December 31, ~~2022~~; now, therefore, be it

2023

RESOLVED, that the Chair of the Board and/or the Commissioner of Social Services is authorized to execute any and all documents necessary to apply for and accept a Supervision and Treatment Services for Juvenile Program (STSJP) grant in an amount up to ~~\$111,655~~ to reduce juvenile detention usage and encourage alternatives to detention and placement; and, be it further

\$119,550.26

RESOLVED, that the Chair of the Board is further authorized to execute a contract with Berkshire Farm Center and Services for Youth, Inc. of Canaan, New York, for the provision of intensive family-based programming to reduce and prevent juvenile detention for the term ~~January 1, 2022 through December 31, 2022~~, at a sum not to exceed ~~\$170,395~~, with the form and content of said contract being subject to the approval of the County Attorney; and, be it further ~~that the County Administrator is hereby authorized to execute a minor contract with KMG Monitoring Services to provide electronic monitoring services of youth diverted from detention for the term January 1, 2022 through December 31, 2022, at an annual cost not to exceed \$15,000, with the form and content of such minor contract being subject to the approval of the County Attorney; and, be it further~~ **Chair of the Board further** ~~that the County Administrator is hereby authorized to execute a minor contract with CAPTAIN Community Human Services, Inc. of Clifton Park, New York, for the provision of residential respite services for eligible youth to prevent detention for the term January 1, 2022 through December 31, 2022, at an annual cost not to exceed \$500, with the form and content of such minor contract being subject to the approval of the County Attorney; and, be it further~~ **hereby further** ~~that this Resolution shall take effect immediately.~~ **\$182,323-**

RESOLVED, that the County Administrator is hereby authorized to execute a minor contract with KMG Monitoring Services to provide electronic monitoring services of youth diverted from detention for the term January 1, 2022 through December 31, 2022, at an annual cost not to exceed \$15,000, with the form and content of such minor contract being subject to the approval of the County Attorney; and, be it further **said**

RESOLVED, that the County Administrator is hereby further authorized to execute a minor contract with CAPTAIN Community Human Services, Inc. of Clifton Park, New York, for the provision of residential respite services for eligible youth to prevent detention for the term January 1, 2022 through December 31, 2022, at an annual cost not to exceed \$500, with the form and content of such minor contract being subject to the approval of the County Attorney; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: None. Grant revenue and expenses associated with the agreements are included in the ~~2022~~ budget.

2023

COUNTY OF SARATOGA, ACTING THROUGH ITS DEPARTMENT OF PROBATION
AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH, INC.

2022
2022 Stepping Stones Program

AGREEMENT

2023

THIS AGREEMENT is made the 9th day of March ~~2022~~, by and between The County of Saratoga, acting through its Department of Probation with offices located at 40 McMaster Street, Ballston Spa, NY 12020 (hereinafter referred to as COUNTY), and the Berkshire Farm Center & Services for Youth, Inc. (hereinafter referred to as BERKSHIRE), with offices located at 13640 Route 22, Canaan, New York 12029.

WITNESSETH:

WHEREAS, COUNTY is mandated to provide preventive services; and

WHEREAS, BERKSHIRE'S Stepping Stones Program provides school-based, home-based community services to prevent detention and out-of-home placement; and

WHEREAS, pursuant to Resolution ~~329-2021~~ ²⁰²² of the Saratoga County Board of Supervisors, the COUNTY wishes to engage the Stepping Stones Program (crisis intervention, assessment, support and service referral, hereafter referred to as "services") services of BERKSHIRE, subject to the mutual conditions and covenants herein;

NOW, THEREFORE, the parties agree as follows:

1. BERKSHIRE will provide the following Stepping Stones Program services to COUNTY:
 - a. Two Family Specialists to work with 6-7 identified youth and their families per each specialist at any given time in an intensified manner for a 30-60 day period, to be extended as appropriate upon request by the Saratoga County Department of Probation for up to another 60 days. If the COUNTY has identified more than 12 active cases total (6 per Specialist), the program will develop a waitlist that will be reviewed with the Director of Probation and Program Coordinator on a weekly basis. A seventh case with a specific specialist would only be opened if the team has already deemed another case ready for discharge. A Program Coordinator will be available at any time to the Family Specialists for assistance and supervision. The youth in this program must have been petitioned or adjudicated as a Person In Need of Supervision (PINS), or the youth must have been charged, petitioned or adjudicated as a Juvenile Delinquent (JD).
 - b. A minimum of up to five contacts with the youth/family per week with a minimum of two face-to-face contacts with one of these contacts occurring in home. The Family Specialists will work a flexible work schedule to accommodate youth and their families.

- c. **Immediate response to referrals, with a no reject policy, within 24 business hours. Additionally, once contacted by the Probation Department that a youth may be or has been remanded to detention, a Family Specialist shall assist the Probation Department with the process of assessing the youth and family for the potential of release. The Family Specialist will begin to engage the parent /guardian and obtain all releases to be signed so assessment can begin. The Family Specialists shall consider the results of a detention screen instrument, an instrument approved by the Probation Department, as well as any other pertinent facts in terms of a recommendation for release from detention or, if the youth is not in detention, a recommendation for return to the biological family, relative or any other appropriate person in lieu of detention. The Family Specialists will review the recommendation for or against release with the Probation Department prior to discussing with any other entity other than Berkshire Farms. The Family Specialists will communicate and work cooperatively with detention facility administrators in order to support the implementation and ongoing success of this program.**
- d. **If a Family Specialist is advised of an after hours admission by a detention facility, the Family Specialist shall advise the Probation Director or his designee by email, phone or text by no later than 9:00 a.m. of the next business day.**
- e. **A copy of any after hours paperwork provided to or completed by a Family Specialist shall be provided to the Probation Department by fax or hand delivered by no later than 9:00 a.m. of the next business day.**
- f. **The Family Specialists shall be available to appear in Family Court in order to interview youth & family, facilitate release (if warranted) and, if needed, initiate involvement with those approved (by the Court or Probation) for this program.**
- g. **Crisis intervention 24 hours/day, 365 days per year. The Family Specialists shall respond to any crisis immediately and will use the energy of the crisis to move the family through and help to mediate the crisis. The Family Specialists shall teach the families skills that will help them to avoid and manage future crisis.**
- h. **Assist with the assessment of child and family functioning and development of a treatment plan in conjunction with the YASI plan. For those youth who are under probation intake or court-ordered supervision with the probation department, the Family Specialists will collaborate with the assigned probation officer to develop Action Steps for the YASI (Youth Assessment Screening Instrument) Plan the steps based upon the risk areas identified by the probation officer using the Legal History, Family, School, Community/Peer, Alcohol/Drugs, Mental Health, Aggression/Violence, Attitudes, and Skills domains. The Family Specialists shall assist with implementing the action steps wherever possible. The Probation Department shall provide general training regarding the YASI instrument for the Family Specialists. The Family Specialists shall utilize various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. The Family Specialists shall participate with the family in activities including household chores, family discussions, communication exercises, problem solving, and activities using community resources.**

- i. Utilize Berkshire's Prevention Model and the Berkshire Model of Care and Treatment.
 - j. The Family Specialists will help the family secure necessary services as indicated in the YASI plan. Additionally, a recommendation for further needed community services at discharge, if needed.
 - k. Regular progress notes, monthly written status, and contact reports will be provided to Saratoga County Department of Probation during the service period, as well as any other requested and necessary case documentation.
 - l. Collaboration with the Probation Department, DSS, schools, and other community agencies/parties.
 - m. The total annual budget for the Stepping Stones Program services to be rendered by BERKSHIRE to COUNTY is as set forth in the attached SCHEDULE A.
2. BERKSHIRE will provide all needed training for Staff and provide administrative services overnight 24 hours/day, 7 days a week and 52 weeks a year. BERKSHIRE will ensure that all components of the Stepping Stones Program are offered in a professional and timely manner.
 3. At any time that the Saratoga County Probation Department is not open, such as after 5:00 p.m. or before 9:00 a.m., and on holidays and weekends, it will also be the obligation of BERKSHIRE personnel to compile the necessary information and complete the required detention risk assessment instrument prior to a Saratoga County juvenile's entry into detention. The Detention Risk Assessment Instrument (DRAI) is required pursuant to New York State law for those juveniles charged as juvenile delinquents. The information needed to complete such documentation will be available through the New York State DRAI Data System.
 4. BERKSHIRE will be paid by COUNTY a total fee of One Hundred ~~Seventy~~ ^{Eighty Two} Thousand Three Hundred ~~Ninety Five~~ ^{Twenty} dollars (~~\$170,395~~), payable in eleven monthly payments in the amount of ~~\$14,109~~ ^{\$15,193} and a final payment of ~~\$14,206~~ ^{\$15,200} for the 12th month in December 2022, upon receipt of a properly documented voucher for each payment.
 5. BERKSHIRE will forward a monthly voucher request with supporting documentation to the COUNTY for processing. BERKSHIRE shall receive payment within forty-five (45) days of receipt of an approved voucher.
 6. COUNTY and BERKSHIRE agree that BERKSHIRE is an independent contractor, as the staff of BERKSHIRE are not employees of COUNTY.
 7. BERKSHIRE agrees to defend, indemnify and save harmless COUNTY from any and all claim(s) arising out of services performed by BERKSHIRE hereunder, including those specifically arising out of negligent acts or omissions of BERKSHIRE'S officers, employees, and agents (if applicable), including any costs for legal services and the defense of any such claim(s).

- 2023 2023
8. This Agreement is effective January 1, ~~2022~~ through December 31, ~~2022~~.
 9. That either party to this Agreement may terminate the Agreement by giving the other party thirty (30) days written notice of such termination.
 10. BERKSHIRE shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws and the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this Agreement, comply in all respects with the provisions of the Act and its implementing regulations. BERKSHIRE and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.
 11. BERKSHIRE shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY's Code of Ethics.
 12. BERKSHIRE shall not assign or transfer any interest herein without prior written COUNTY approval.
 13.
 - a. BERKSHIRE shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of BERKSHIRE, any person, employed by BERKSHIRE, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.
 - b. BERKSHIRE shall provide the COUNTY with proof of general liability insurance issued by a company authorized to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and BERKSHIRE shall provide the COUNTY with proof of such insurance in the form of Additional Insured Endorsement Rider or other proof acceptable to the COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, BERKSHIRE shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and BERKSHIRE shall promptly pay or cause to be paid all premiums due thereon.

In the event BERKSHIRE receives notice of cancellation of said insurance, BERKSHIRE shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. BERKSHIRE shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of BERKSHIRE'S receipt of said notice of cancellation of BERKSHIRE'S insurance.

Any failure by BERKSHIRE to comply with the insurance requirements of this agreement in a timely manner such constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to BERKSHIRE.

The above insurance is not, and shall not be construed as, a limitation upon BERKSHIRE'S obligation to indemnify the COUNTY.

14. This Agreement shall be void and of no effect unless throughout the term of this Agreement BERKSHIRE, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to the COUNTY.
15. BERKSHIRE represents and warrants that neither it, nor its employees or contractors, are excluded from participation, or otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7B(f) or in any other government payment program.

In the event BERKSHIRE, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, BERKSHIRE will notify the COUNTY in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to BERKSHIRE, the COUNTY reserves the right to immediately cease contracting with BERKSHIRE.

BERKSHIRE further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

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

In the event an excluded party is discovered BERKSHIRE will notify the COUNTY

in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to BERKSHIRE, the COUNTY reserves the right to immediately cease contracting with BERKSHIRE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

**COUNTY OF SARATOGA, acting through
its Department of Probation**

Date: 3-9-22

By: Theodore T. Kusnierz, Jr.
Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors
Per Resolution #~~329-2021~~
-2022

**Berkshire Farm Center &
Services for Youth, Inc.**

Date: 1/28/22

By: Stacy Williams
Name Stacy Williams
Title Chief Program Officer
Federal I.D. # _____

APPROVED AS TO FORM AND CONTENT:

Michael Hartnett
Michael Hartnett
County Attorney



RECEIVED
JUL 11 2022
SARATOGA COUNTY
DEPT. OF SOCIAL SERVICES

Corporate Office
13640 State Route 22
Canaan, NY 12029
(518) 781-4567

berkshirefarm.org

Tina Potter, Commissioner
Saratoga County Department of Social Services
152 West High Street
Ballston Spa, New York 12020

June 23, 2022

file
PM
CH

Brian Parchesky
President and
Chief Executive Officer

Dear Commissioner Potter:

Enclosed are the proposed 2023 budgets for the Saratoga County Long, Short, Stepping Stones, and Enhanced Stepping Stones Programs. In providing these budgets we fully realize that these budgets show a dramatic increase over our current budget. Below I will outline our reasoning for the budget increases and please know, Berkshire looks forward to continuing to deliver the same high standard of service as we've provided Saratoga County for the past thirty-eight years.



There are multiple items that account for the budget increase, the majority of which is salary adjustments to meet market salary requirements to attract and retain qualified staff. Berkshire worked with an outside vendor to obtain market research for family specialist positions regionally and statewide. The results of the research showed our salary structure was well below the average for similar positions in the region. The attached proposed budgets have increased the salary to be in line with regional averages. There is also a 2% COLA built in for the Director and Admin Assistant positions.

Outside of personnel costs, there were increases related to current increases in other expenses along with some inflationary adjustments. Staff travel was increased slightly to account for a fully staffed program plus the increasing gas costs. The Program Supplies and Equipment line has been increased due to the dramatic increase in costs for laptops for our staff. We have been able to keep both our Fringe Benefit line and Administrative Allocation line at the same percentage as our current budget.

In making this request, we fully understand that this is a dramatic increase in cost compared to our current budget. With our experience over the past year, we also see that we need to make some increases to ensure we recruit and retain quality staff so we can provide an effective and high performing program for Saratoga County. At the same time, we strongly value the collaborative relationship we have built with Saratoga over the nearly four decades of operating programming in the county and I look forward to discussing this budget with you and finding a way forward to continue our programming and relationship with Saratoga County. I look forward to speaking to you further. Please reach out with any questions or for further discussion at any time. Please contact us at 518-346-6201. Thank you.

Sincerely,

Lucas Jacobs
Vice President of Detention and Prevention Services

Our Mission:

To strengthen children and families so they can live safely, independently and productively within their home communities.

BERKSHIRE FARM CENTER AND SERVICES FOR YOUTH
 Proposed
BUDGET FOR COUNTY OF SARATOGA PROBATION
STEPPING STONES PREVENTION PROGRAM - 717
 1/1/2023 - 12/31/2023

1/12th budget

| <u>Personnel</u> | <u>2023</u> |
|------------------------|-------------|
| Director of Prevention | \$ 11,000 |
| Coordinator | \$ 9,000 |
| Family Specialist | 51,000 |
| Family Specialist | 50,000 |
| Secretary | \$ 3,501 |
| Total Salaries | \$ 124,501 |
| Fringe 36% | 36% 44,820 |
| Total Personnel | \$ 169,321 |

OTPS

| | |
|---------------------------|------------|
| Transportation | \$ 11,400 |
| Family Activities | \$ 700 |
| Insurance | 2% 3,729 |
| Telephone | \$ 1,550 |
| Supplies - Office | \$ 350 |
| Equipment Office | \$ 1,540 |
| Postage | 36 |
| Advertising | \$ 500 |
| Dues Licenses & Fees | \$ 750 |
| Staff Development | \$ 300 |
| Administrative Allocation | 13% 24,238 |
| Total OTPS | \$ 45,092 |

Total Operating Budget \$ 214,413

169560

167064

~~175~~ 170395

182322

MINOR CONTRACT LESS THAN \$15,000

THIS AGREEMENT, made this 9th day of March, ~~2022~~, ²⁰²³

BY AND BETWEEN

COUNTY OF SARATOGA, a municipal corporation of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

-and-

CAPTAIN Community Human Services, Inc., having a place of business at 5 Municipal Plaza, Suite 3, Clifton Park, NY 12065 (CONTRACTOR);

WHEREAS, pursuant to Resolution ~~329-2021~~ ²⁰²² of the Saratoga County Board of Supervisors, the COUNTY has been authorized to enter into an agreement with CONTRACTOR for the provision of residential respite services for eligible youth to prevent detention; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount;

NOW, THEREFORE, the parties agree that:

1. The CONTRACTOR shall provide emergency and/or planned temporary placement respite services for eligible youth under the STSJP (Supervision and Treatment Services for Juveniles Program) who are referred by the COUNTY and are deemed eligible and appropriate for shelter services by CONTRACTOR for a term commencing on January 1, ~~2022~~ and terminating on December 31, ~~2022~~.

2. The COUNTY will pay the CONTRACTOR a total not to exceed the sum of One Hundred Dollars (\$100.00) per night for shelter services provided eligible individuals upon submission of a detailed invoice and properly documented voucher. This contract is limited to reimbursement of an aggregate of no more than 5 nights per year and shall not exceed an aggregate of Five Hundred Dollars (\$500) per year.

3. In consideration for services supplied by the CONTRACTOR, the COUNTY agrees to pay, during the term of the Agreement, the amounts set forth under paragraph 2. There will be no other amounts due and payable by the COUNTY regardless of costs or expenses of the CONTRACTOR except for additional services requested by the County which are beyond those services and equipment customarily associated herewith set forth herein.

4. The CONTRACTOR agrees to submit a monthly billing invoice to the COUNTY. The invoice will price an itemized list of services performed during the invoice period and include the names of all participants that received temporary placement respite services and the amount of time rendered with each client. The

COUNTY agrees to pay CONTRACTOR in accordance with this Agreement as soon as is practical.

6. The validity, interpretation and performance of the Agreement will be controlled by and construed under the laws of the State of New York. No waiver of a breach of any provision of the Agreement will constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time any provision of the Agreement will not be deemed to be a waiver of such provision. In the event any provision(s) of the Agreement is declared by the court or any other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof will not be affected thereby and will remain enforceable to the fullest extent permitted by law.

7. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of act(s) of God, strikes, lockouts, labor troubles, inability to procure materials, interrupted or inadequate telephone or electrical service, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be excused or the period of the delay and the period for the performance of any such delay.

8. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

9. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY'S Code of Ethics.

10. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

11. a) CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder.

b) CONTRACTOR shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/each occurrence and \$2,000,000/in the aggregate and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the CONTRACTOR shall provide the COUNTY with proof of such insurance in the form of an Additional Insured

Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. CONTRACTOR'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, CONTRACTOR shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the CONTRACTOR shall promptly pay or cause to be paid all premiums due thereon.

In the event CONTRACTOR receives notice of cancellation of said insurance, CONTRACTOR shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. CONTRACTOR shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the CONTRACTOR'S receipt of said notice of cancellation of CONTRACTOR'S insurance.

Any failure by the CONTRACTOR to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the CONTRACTOR.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

This Agreement shall be void and of no affect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

12. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party at the party's address:

COUNTY OF SARATOGA:

Captain Youth and Family Services, Inc.

Steven Bulger,
County Administrator
40 McMaster Street
Ballston Spa, NY 12020

Andy Gilpin Representative name
Executive Director Representative title
5 Municipal Plaza, Suite 3
Clifton Park, NY 12065

13. The CONTRACTOR will retain all hard copy records and files for an offender for a period of one year after the offender is no longer being monitored on the system. After one year from such date or from termination, the CONTRACTOR, may, at its option, destroy all hard copy records or files pertaining to such offenders unless otherwise notified in writing by the County.

14. This Agreement shall be void and of no affect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: 3/9/2022

COUNTY OF SARATOGA

By: Steven J. Bulger
STEVEN J. BULGER
County Administrator
Per Resolution # 329-2021

2022

CAPTAIN Community Human Services, Inc.

Date: 1/19/22

By: AGP

Print Name: Andy Gilpin
Social Security # _____
or Federal I.D. # 14-1637304

APPROVED:

Michael Hartnett
Michael Hartnett
County Attorney

Agreement

~~MINOR CONTRACT LESS THAN \$15,000~~

THIS AGREEMENT, made this 9th day of November, ~~2022~~, ²⁰²³

BY AND BETWEEN

COUNTY OF SARATOGA, a municipal corporation of New York with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

-and-

Michael J. Gray, doing business as the sole proprietorship known as **KMG Monitoring Services**, having a place of business at 9 Cranberry Lane, Queensbury, New York 12804 (CONTRACTOR);

WHEREAS, pursuant to Resolution ~~329-2021~~ of the Saratoga County Board of Supervisors, the COUNTY has been authorized to enter into an agreement with CONTRACTOR to provide electronic monitoring services of youth diverted from detention by the County Probation Department; and

WHEREAS, the CONTRACTOR will perform the requested services for the approved amount;

NOW, THEREFORE, the parties agree that:

1. The CONTRACTOR will provide electronic monitoring services for youth as ordered by the Saratoga County Family Court for the COUNTY'S Probation Department for a term commencing on January 1, ~~2022~~ and terminating on December 31, ~~2022~~. The CONTRACTOR shall not charge a fee for installation or disconnection including curfew verification. ²⁰²³

2. The CONTRACTOR will furnish all equipment for use by the COUNTY in providing electronic monitoring of juveniles. In addition, CONTRACTOR provides the central computer hardware, central operating system and any other software necessary for operation of the equipment, and necessary to provide the services described herein. The central system operation will be maintained and operated on a 24-hour basis. Such equipment and software will be located at the monitoring center.

3. The CONTRACTOR will furnish daily reports, showing alarms for each unit, by telephone and email before 4:00 p.m. eastern standard time of the following day. Such reports are to be furnished to the Saratoga County Probation Department for all recipients of electronic monitoring services, including electronic curfew verification. Nothing in this paragraph will limit in any way the obligation of CONTRACTOR to provide alarm away notification as set forth in the following paragraph.

4. The CONTRACTOR, in addition to reports provided in Section 3 above, will furnish 24-hour Alarm-Away notification monitoring services in connection with the

operation of the central computer station. The notification will be as next working day notification. By 10:00 a.m. each day, the CONTRACTOR will email a report summarizing an active participant's activities for the previous twenty-four hour calendar day. The CONTRACTOR will email these reports five days per week, with reports for Saturday and Sunday being emailed by 10:00 a.m. Monday morning. While the CONTRACTOR is obligated by this agreement to comply fully with conditions of the notification form, the CONTRACTOR will not be responsible if County personnel are not available to receive the reports requested by the County and will contact only those County personnel as delineated on the participant's form.

5. The CONTRACTOR and the COUNTY understand that new versions of hardware and software may from time to time be implemented, and agree to work together at all times to allow for reasonable and cost-effective use of the system. The COUNTY will give the CONTRACTOR reasonable advance notice of new participants being assigned to the monitoring program, schedule changes, and participants being terminated from the program as possible.

6. The COUNTY is responsible for the decision to implement an electronic curfew verification program. The COUNTY is also wholly responsible for the selection of those juveniles who are to participate in the electronic monitoring system as set forth in the agreement. CONTRACTOR is solely responsible for the provision of any and all necessary equipment and all associated monitoring services, including communication with Saratoga County, in the use of the Sentinel Electronic Supervision System equipment and central computer hardware and software. The COUNTY understands that electronic curfew verification as well as electronic monitoring systems and sets are intended solely for the purpose of identifying the presence or absence of a person in a given location and under specific circumstances; that the products are not impervious to tampering or misuse and that electronic monitoring and electronic verification is not the same as either electronic tracking or incarceration in a secure facility, such as a detention facility, jail, or prison.

7. The COUNTY will pay the CONTRACTOR ~~\$833.33~~ ^{1185.00} per month for ~~11~~ ¹² months and a final payment of ~~\$833.37~~ ²⁶³³ for the 12th month in 2022. The CONTRACTOR shall install the electronic monitoring equipment on any youth under the age of 16 years old when requested by the COUNTY's Department of Probation pursuant to the direction of a Family Court Judge and CONTRACTOR shall provide for up to no more than an aggregate of 300 days of electronic monitoring for youth under the age of 16 years old during the term of this contract. In addition, the COUNTY will pay the CONTRACTOR at a rate of \$35 per day for each day that the CONTRACTOR has installed electronic monitoring equipment on any youth 16 years of age or older when requested by the COUNTY's Department of Probation pursuant to the direction of a Family Court Judge or a Youth Part Judge and CONTRACTOR shall provide for up to no more than 142 days of electronic monitoring for youth 16 years of age or older during the term of this contract. The total contract amount shall not to exceed \$15,000. ^{\$18,500}

8. In consideration for services and equipment supplied by the CONTRACTOR, the COUNTY agrees to pay, during the term of the Agreement, the amounts set forth under paragraph 7. There will be no other amounts due and payable by the COUNTY regardless of costs or expenses of the CONTRACTOR except for additional services

The County will be billed for each additional day at \$18 per day.

requested by the County which are beyond those services and equipment customarily associated herewith set forth herein. The CONTRACTOR agrees to submit a monthly billing invoice to the COUNTY. The invoice will price an itemized list of services performed during the invoice period and include the names of all participants monitored and the amount of time rendered with each client. The COUNTY agrees to pay CONTRACTOR in accordance with this Agreement as soon as is practical.

9. The CONTRACTOR and its employees will keep all information supplied by the COUNTY confidential and will employ reasonable safeguards against any disclosure of such information. Such information will not be disclosed except as authorized by law. CONTRACTOR will further ensure that all persons having access to its computer system, database or records of persons monitored for the COUNTY under this Agreement have signed a Confidentiality Agreement, copies of which are to be provided to the County upon request. All materials or information of confidential and to employ all reasonable safeguards to prevent any disclosure of such materials or information to any non-Saratoga County entities, including safeguards concerning the copying of same. The COUNTY will further insure that no monitored individual, including family members and friends, are given any information concerning CONTRACTOR, specifically telephone numbers and location.

Nothing herein will be construed as preventing CONTRACTOR from providing information respecting monitored individuals when lawfully compelled to do so by a court of competent jurisdiction. Nothing herein will be construed as limiting the CONTRACTOR'S right to access information within any monitoring system supplied pursuant to this Agreement as is necessary for the proper operation of the monitoring system

10. The validity, interpretation and performance of the Agreement will be controlled by and construed under the laws of the State of New York. No waiver of a breach of any provision of the Agreement will constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time any provision of the Agreement will not be deemed to be a waiver of such provision. In the event any provision(s) of the Agreement is declared by the court or any other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof will not be affected thereby and will remain enforceable to the fullest extent permitted by law.

11. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of act(s) of God, strikes, lockouts, labor troubles, inability to procure materials, interrupted or inadequate telephone or electrical service, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be excused or the period of the delay and the period for the performance of any such delay.

12. The CONTRACTOR shall comply with all applicable laws, ordinances and regulations, including non-discrimination and labor laws. The CONTRACTOR and the COUNTY agree that for the duration of this Agreement, they will not discriminate against any employee, applicant for employment, or person requesting services because of race, creed, color, national origin, disability, age, sex, marital status, sexual preference or source of payment.

13. The CONTRACTOR shall not employ any COUNTY official or employee in connection herewith and shall adhere to the COUNTY'S Code of Ethics.

14. The CONTRACTOR shall not assign or transfer any interest herein without prior written COUNTY approval.

15. a) CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder.

b) CONTRACTOR shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/each occurrence and \$2,000,000/in the aggregate and shall be subject to the approval of the County Attorney. The certificate holder must be listed as the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also name the COUNTY OF SARATOGA as additional insured and the CONTRACTOR shall provide the COUNTY with proof of such insurance in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. CONTRACTOR'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, CONTRACTOR shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the CONTRACTOR shall promptly pay or cause to be paid all premiums due thereon.

In the event CONTRACTOR receives notice of cancellation of said insurance, CONTRACTOR shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York during normal business hours or faxed to the Saratoga County Attorney at (518) 884-4720. CONTRACTOR shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the CONTRACTOR'S receipt of said notice of cancellation of CONTRACTOR'S insurance.

Any failure by the CONTRACTOR to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this

agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the CONTRACTOR.

This Agreement shall be void and of no affect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to County.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR'S obligation to indemnify the COUNTY.

16. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party at the party's address:

COUNTY OF SARATOGA:

KMG Monitoring Services:

~~Steven Bulger,~~
~~County Administrator~~
40 McMaster Street
Ballston Spa, NY 12020

Michael J. Gray

Representative title
9 Cranberry Lane
Queensbury, NY 12804

17. The CONTRACTOR will retain all hard copy records and files for an offender for a period of one year after the offender is no longer being monitored on the system. After one year from such date or from termination, the CONTRACTOR, may, at its option, destroy all hard copy records or files pertaining to such offenders unless otherwise notified in writing by the County.

18. This Agreement shall be void and of no affect unless throughout the term of this Agreement CONTRACTOR, in compliance with the provisions of the Worker's Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law.

-SIGNATURE PAGE TO FOLLOW-

Theodore T. Kusnierz, Jr., Chairman
Board of Supervisors,
Per Resolution # _____ - 2022

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: 3/9/2022

COUNTY OF SARATOGA
By: *Steven J. Bolger*
STEVEN J. BOLGER
County Administrator
Per Resolution #329-2021

Date: 1/24/22

Michael J. Gray dba
KMG Monitoring Services
By: *Michael J. Gray*

Print Name: *Michael J. Gray*
Social Security # *095-58-3830*
or Federal I.D. # _____

APPROVED:
mlj
Michael Hartnett
County Attorney

Theodore T Kusnierz, Jr., Chairman
Board of Supervisors
Resolution # _____ - 2022

KMG Monitoring Service

9 Cranberry Lane

Queensbury, NY 12804

(518)744-7282

Susan Costanzo, Director

Saratoga County Probation Dept.

6012 County Farm Road

Ballston Spa, NY 12020

Dear Director Costanzo,

It has been a pleasure to provide electronic monitoring services to your department for more than 10 years. During this time, we have been able to keep our pricing flat without any price increases. However, currently it is no longer sustainable, and we are proposing a new rate for the juvenile electronic monitoring portion of the 2023 contract.

The current contract for juvenile electronic monitoring (RF) provides for 30 days of monitoring per month for \$10,000 annually not to exceed 300 days. While not written into the current contract, each additional day over 30 days per month or 300 days annually was to be billed at \$18 per day. We are not requesting any changes to the Raise the Age and Adult portions of the contract.

We are proposing for 2023 to provide the juvenile electronic monitoring portion of the contract for an additional \$3500. The County would be billed at a rate of \$1125 monthly for this professional service. The new monthly rate would provide for 30 days of juvenile electronic monitoring per month with no additional cost for installations. The County would be billed for each additional day at \$18 per day.

As you are aware, juvenile electronic monitoring costs are reimbursable through New York State under the STSJP at 62% and RTA funding streams at 100%. Thank you for the privilege of allowing me to provide this service over the years and if you have any questions, please feel free to contact me.

Sincerely,

Michael Gray, Proprietor



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Probation Department

DATE: 12/7/22

COMMITTEE: Public Safety

RE: Request for Resolution to Accept a NYS Division of Criminal Justice Services Grant



This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Grant Acceptance



2. Proposed Resolution Title:

County Pretrial Services

3. Specific Details on what the resolution will authorize:

Authorize the acceptance of the County Pretrial Services Grant from the New York State Division of Criminal Justice Services in an amount up to \$409,280.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

| |
|---|
| County Administrator's Office Consulted <input type="checkbox"/> |
|---|

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | | | |

5. Identify Budget Impact:

No Budget Impact

- a. G/L line impacted A.31.000-3880 Alt Incarc Pre Trial
- b. Budget year impacted 2022/2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

| |
|---|
| County Administrator's Office Consulted <input type="checkbox"/> |
|---|

a. Source of grant funding:

State

b. Agency granting funds:

New York State Division of Criminal Justice Services

c. Amount of grant:

\$409,280

d. Purpose grant will be used for:

Pretrial Services

e. Equipment and/or services being purchased with the grant:

None

f. Time period grant covers:

New York State Fiscal Year 2022-2023

g. Amount of county matching funds:

None

h. Administrative fee to County:

None

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other New grant - proposed resolution

10. Remarks:



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

September 29, 2022

Chairman of the County Legislature Theodore Kusnierz
Saratoga County
40 McMaster Street
Ballston Spa, NY 12020

The New York State Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding to offset the costs associated with the provision of certified pretrial services, including but not limited to screening, assessments, supervision, and reporting as provided in the enacted (SFY 2022-23) New York State budget for the period April 1, 2022 through March 31, 2023.

| | | | |
|----------------------|---------------------------------|----------------------|------------------|
| Project Name: | County Pretrial Services | Award Amount: | \$409,280 |
|----------------------|---------------------------------|----------------------|------------------|

Additional Information:

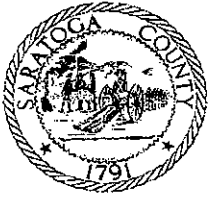
Your 2022-23 award is consistent with the appropriation amount enacted for this purpose in the State budget and was determined based on an analysis of the five-year average of lower court arraignments in your county. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment made by October 31, 2022. It is important to note that the funding provided to the county herein must support certified pretrial services. Pursuant to Criminal Procedure Law § 510.45, the Office of Court Administration certifies one or more pretrial services agencies in each county and maintains a listing of such agencies on their public website at: <https://ww2.nycourts.gov/court-research/ListOfAgencies.shtml>.

Should you have any programmatic questions, please contact Nicole Aldi, DCJS Office of Probation and Correctional Alternatives' Program Manager at (518) 485-8457 or nicole.aldi@dcjs.ny.gov. If you have any fiscal questions, please contact the DCJS fiscal contact listed below. Thank you.

Nadia Rockwell
DCJS Associate Budgeting Analyst
NYS Division of Criminal Justice Services, Finance Office
(518) 485-0091 or nadia.rockwell@dcjs.ny.gov

CC: Robert M. Maccarone, Deputy Commissioner and Director of Probation
Nadia Rockwell, DCJS Finance
Steven Bayle, Probation Director

3/16/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 110 - 2022

Introduced by Public Safety: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

~~APPROVING THE ALTERNATIVES TO INCARCERATION (ATI) PERFORMANCE-BASED SERVICES PLAN AND AUTHORIZING THE ACCEPTANCE OF A NYS DIVISION OF CRIMINAL JUSTICE SERVICES GRANT~~

~~WHEREAS, pursuant to Resolution 204-2021, this Board authorized the approval of our current Alternatives to Incarceration (ATI) program through June 30, 2022, and the acceptance of funding from the NYS Division of Criminal Justice Services' Office of Probation and Correctional Alternatives; and~~

\$409,280

~~WHEREAS, the NYS Division of Criminal Justice Services has allocated funding for the County's ATI Program in the amount of \$26,224 for the period of July 1, 2022 through June 30, 2023; and~~

County Pretrial Services
March 31, 2023

April 1, 2022

~~WHEREAS, it is necessary to approve the County's ATI Performance-Based Services Plan program through June 30, 2023, and to authorize acceptance of the allocated ATI grant funding from the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives during said period; now, therefore, be it~~

it is necessary

County Pretrial Services

~~RESOLVED, that this Board of Supervisors approves and ratifies the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, 2023; and it is further~~

RESOLVED, that the Chairman of the Board is authorized to execute all necessary documents with the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives for the application for, and acceptance of, the following grants:

| FUND | PROGRAM | PERIOD | AMOUNT |
|----------------|---------------------------------------|-----------------------------|------------------------|
| ATI | Community Work Order | 7/1/22 - 6/30/23 | \$ 9,853.20 |
| ATI | Pre-Trial Release Services | 7/1/22 - 6/30/23 | \$16,370.80 |

ATI County Pretrial Services 4/1/22 - 3/31/23

\$409,280

; and it is further

RESOLVED, that the form and content of such agreements and documents shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. 100% State Aid.

March 16, 2022 Regular Meeting

Motion to Adopt: Supervisor(s): Supervisor Connolly

Second: Supervisors(s): Supervisor Hammond

| | |
|----------|--------|
| Ayes: | 216062 |
| Noes: | 0 |
| Abstain: | 0 |
| Absent: | 3545 |



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Public Defender

DATE: 10/26/22

COMMITTEE: Public Safety

RE: Accepting Distribution #13 Grant from the Office of Indigent Legal Services.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the Chiarman to enter into an agreement with the NYS OILS to accept \$211,602.

3. Specific Details on what the resolution will authorize:

This Distribution #13 replaces Distribution #10 which is use to help to support and fund moines for Investigative Services, Process Services, employees court mileage, transcripts,office supplies, attorney training, technology purchases and publication and subscriptions.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | | | |

5. Identify Budget Impact:

| |
|--|
| |
|--|

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

Office of Indigent Legal Services

c. Amount of grant:

\$211,602.00(\$70,534.00-annually)

d. Purpose grant will be used for:

To continue to enhance the Public Defender's Office

e. Equipment and/or services being purchased with the grant:

Computer and furniture for new attorney in 2023

f. Time period grant covers:

1/1/23-12/31/23

g. Amount of county matching funds:

0

h. Administrative fee to County:

0

9. Supporting Documentation:



Marked-up previous resolution



No Markup, per consultation with County Attorney



Program information summary



Copy of proposal or estimate



Copy of grant award notification and information



Other contract for signature if accepted.

10. Remarks:

Contract for ILS Distribution #13 (C130040) - Saratoga County

Blair, Jami (ILS) <Jami.Blair@ils.ny.gov>

Fri 10/14/2022 2:13 PM

To: Steve Bulger <SBulger@saratogacountyny.gov>

Cc: Dawn Phillips <DPhillips@saratogacountyny.gov>;Blumenberg, Andrew <ABlumenberg@saratogacountyny.gov>;George Conway <gconway@saratogacountyny.gov>;Damiano, Dina <DinaDamiano@saratogacountyny.gov>;Samantha Kupferman <SKupferman@saratogacountyny.gov>;Dawn Phillips <DPhillips@saratogacountyny.gov>;Warth, Patricia (ILS) <Patricia.Warth@ils.ny.gov>;Phillips, Burton (ILS) <burton.phillips@ils.ny.gov>;Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>;Papanicolaou, Petros (ILS) <Petros.Papanicolaou@ils.ny.gov>;Christenson, Nora (ILS) <Nora.Christenson@ils.ny.gov>;Rasmussen, Madeline (ILS) <Madeline.Rasmussen@ils.ny.gov>

📎 1 attachments (910 KB)

0-Contract-Saratoga-13 (C130040).pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Bulger,

I am very pleased to send you the attached contract in the amount of **\$211,602.00** for your review and approval. It reflects the funds awarded to Saratoga County by virtue of the distribution authorized by the Indigent Legal Services Board in June, 2022 ("**Distribution #13**"). It also includes a Budget and Work Plan designed to implement the plan submitted by Saratoga County to use these funds to improve the quality of services provided pursuant to article 18-B of the County Law.

As with previous ILS contracts, a unique contract number was assigned to this agreement by ILS. This number begins with a T or C and should also be referenced in all correspondence, claims for payment, and inquiries.

Two (2) original signed and notarized copies of the entire contract package must be returned for processing to the following address:

Jennifer Colvin
Manager of Grant Solicitation and Distribution
Office of Indigent Legal Services
A. E. Smith Office Bldg., 11th Floor
80 South Swan St.
Albany, NY 12210

When the signed contracts are received, they will be reviewed and then signed by Director Patricia Warth. The fully executed contract will then be forwarded to the Attorney General and the State Comptroller, respectively, for final review and approval. We anticipate that the approval process will take approximately four weeks. When we receive the fully executed and approved contract from the

State Comptroller, we will transmit an electronic copy to the person named in the contract as the contact.

Thank you for the cooperation that you have shown during this funds distribution process. Should you have any questions, please do not hesitate to contact myself or Jennifer Colvin.

Best,

Jami



Jamison Blair

Assistant Counsel

New York State Office of Indigent Legal Services

80 S Swan St, Ste 1147, Albany, NY 12210 | www.ils.ny.gov

(518) 935-7284 | jami.blair@ils.ny.gov | he/him/his

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: C130040</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <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 <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p> |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p> | <p>PROJECT NAME:</p> <p>Distribution #13</p> |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 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 <input checked="" type="checkbox"/> Municipality, Code: 410100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p> |

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

CONTRACTOR:

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

By: _____

Printed Name

Patricia J. Warth
Printed Name

Title: _____

Title: Director – Office of Indigent Legal Services

Date: _____

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

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

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:

Contract Number: #C130040

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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 #13

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 #13
January 1, 2023 - December 31, 2025**

COUNTY OF SARATOGA

Total Contract Amount: \$211,602.00

| Budget Expenditure Item | Year 1 1/1/23 - 12/31/23 | Year 2 1/1/24 - 12/31/24 | Year 3 1/1/25 - 12/31/25 |
|--|---|---|---|
| PUBLIC DEFENDER'S OFFICE | | | |
| Contracted/Consultant: | | | |
| Investigators, Expert Witnesses, Litigation Consultants, Interpreters, Process Services | \$36,000.00 | \$36,000.00 | \$36,000.00 |
| Subtotal Contracted/Consultant | \$36,000.00 | \$36,000.00 | \$36,000.00 |
| OTPS: | | | |
| Continuing Legal Education (CLE)/Trainings | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Transcripts for Court | \$4,000.00 | \$4,000.00 | \$4,000.00 |
| Technology Purchases/Upgrades/PDCMS Licenses | \$13,000.00 | \$13,000.00 | \$13,000.00 |
| Mileage/Travel | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Office Supplies and Equipment, Printing, Legal Reference Materials/Subscriptions/Books | \$7,534.00 | \$7,534.00 | \$7,534.00 |
| Subtotal OTPS | \$34,534.00 | \$34,534.00 | \$34,534.00 |
| TOTAL | \$70,534.00 | \$70,534.00 | \$70,534.00 |
| THREE-YEAR TOTAL | \$211,602.00 | | |

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #13
JANUARY 1, 2023 – DECEMBER 31, 2025
COUNTY OF SARATOGA

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

Task #1

Provide funding for necessary non-attorney professional supports to assist in case investigation, delivery of client services, and obtaining critical case information. These services include expert witnesses and consultants, investigative services, interpreter services, social worker and sentencing advocacy services, and process services. These non-attorney professionals will be paid a range of \$50-\$500/hour depending on the type of service and the expertise of the professional retained, or paid a per case rate of up to \$3000. The Public Defender may approve a higher rate of pay when necessary to ensure quality representation.

Performance Measure:

- Number of cases in which non-attorney professional services were utilized
- Enhanced case advocacy and improved client services
- Impact on outcome of cases in which these services were utilized

Program Location:

- Offices of the Public Defender, Saratoga County

Task #2

Provide funding for Continuing Legal Education (CLE) Trainings and other professional trainings for Public Defender Office attorneys and staff in subject areas related to the provision of indigent legal services under Article 18-B of the County Law. Funding can be used to attend training programs (travel, lodging, and registration costs), and to host training programs (space, materials, speaker costs, refreshments, etc.)

Performance Measure:

- Number of staff members and 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:

- Various, as determined by location of training

Task #3

Provide funding to pay court reporters for court transcripts. Court reporters are paid by the page, and the fees vary depending on the urgency of the Public Defender Office's need for the criminal and family court transcripts.

Performance Measure:

- Cost of transcripts of owing to an increased amount of litigations, hearings, trials, retrials following mistrials, hung juries, appellate reversals, and a significant number of bifurcated trials

Program Location:

- Offices of the Public Defender, Saratoga County

Task #4

Provide funding for incidental and operational expenses associated with operating an office that delivers indigent defense services (e.g., technology purchases/upgrades such as cell phones, PDCMS licenses; travel and mileage; office supplies and equipment; printing; Lexis Nexis, legal reference materials/subscriptions/books).

Performance Measure:

- For staff to utilize office supplies/items for efficient and effective performance for indigent clients
- Impact of case outcomes as a result of travel
- Number of persons served by the availability of online legal reference material
- Improved efficiency and quality of legal research

Program Location:

- Offices of the Public Defender, Saratoga County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

DISTRIBUTION #13 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: <u>n/a</u> | Amount: <u>n/a</u> | Due Date: <u>n/a</u> |
| Period: <u>n/a</u> | Amount: <u>n/a</u> | Due Date: <u>n/a</u> |
| Period: <u>n/a</u> | Amount: <u>n/a</u> | Due Date: <u>n/a</u> |
| Period: <u>n/a</u> | Amount: <u>n/a</u> | Due Date: <u>n/a</u> |
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:

2/25/20



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~51-2020~~

Introduced by Supervisors Peck, Lant, Lawler, O'Connor, Raymond, Veitch and Wright

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES TO ACCEPT A \$211,602 INDIGENT LEGAL SERVICES GRANT (DISTRIBUTION #~~10~~) 13

WHEREAS, grant funds are available for the grant period January 1, ~~2020~~²⁰²³ through December 31, ~~2022~~²⁰²³ from the New York State Office of Indigent Legal Services in the amount of \$211,602 to assist Saratoga County and the County Public Defender's Office in improving the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and

WHEREAS, the Saratoga County Public Defender proposes to use said grant funds for technology improvements, investigator fees, expert witness fees, court mileage, transcripts, attorney training, office supplies, printing and subscriptions; and *process services,*

WHEREAS, the acceptance of this grant requires this Board's approval; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute all necessary documents with the New York State Office of Indigent Legal Services for the acceptance of a State Office of Indigent Legal Services Grant (Distribution #~~10~~) in the amount of \$211,602 for improving the quality of indigent legal services in Saratoga County for the grant period January 1, ~~2020~~²⁰²³ through December 31, ~~2022~~²⁰²³; with the form and content of such documents being subject to the approval of the County Attorney

BUDGET IMPACT STATEMENT: None. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sheriff's Office

DATE: October 24,2022

COMMITTEE: Public Safety

RE: Clifton Park Town Contract

1. Is a Resolution Required:

2. Proposed Resolution Title:

AUTHORIZING A 2023 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF CLIFTON PARK

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Clifton Park. Form and content of the contract to be approved by the Sheriff and County Attorney.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

| |
|--|
| County Administrator's Office Consulted <input checked="" type="checkbox"/> |
|--|

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | | | |

5. Identify Budget Impact:

| |
|--|
| No Budget Impact. Funds are included in the Department Budget |
|--|

- a. G/L line impacted **A.30.2262**
- b. Budget year impacted **2023**
- c. Details

Funds are included in the 2023 proposed budget

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

| |
|---|
| County Administrator's Office Consulted <input type="checkbox"/> |
|---|

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

This is an annual resolution to renew a contract for specialized law enforcement services provided to the Town of Clifton Park for one year. The rate for 2022 was \$596,210.36. The new rate for 2023 will be increased to \$608,134.57.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XXX - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

**AUTHORIZING A 2023 CONTRACT FOR POLICE SERVICES
WITH THE TOWN OF CLIFTON PARK**

WHEREAS, Resolution 68-2022 last authorized a contract with the Town of Clifton Park for additional police services to be provided by the Sheriff’s Office; and

WHEREAS, the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Clifton Park for the indicated police services in 2023, at a cost of \$608,134.57, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

| <u>CONTRACT WITH</u> | <u>TIME OF SERVICES</u> | <u># OF PATROLS</u> | <u>PLACE OF SERVICES</u> | <u>AMOUNT</u> |
|----------------------|-------------------------------|---------------------|--------------------------|---------------|
| Clifton Park | Mon-Sun 8:00 a.m. - 4:00 p.m. | 2 | entire Town of | \$608,134.57 |
| | 4:00 p.m. - 12:00 a.m. | 2 | Clifton Park | |

and; be it further

RESOLVED, that the Sheriff’s Office shall provide such additional police services to the Town of Clifton Park for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 68 - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING A 2022 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF CLIFTON PARK

WHEREAS, Resolution 266-2020 last authorized a contract with the Town of Clifton Park for additional police services to be provided by the Sheriff’s Office; and the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Clifton Park for the indicated police services in 2022, at a cost of \$596,210.36;

| <u>NUMBER OF PATROLS</u> | <u>SERVICE TIME OF PATROLS</u> | <u>PLACE OF SERVICE</u> | <u>AMOUNT</u> |
|--------------------------|--------------------------------|-------------------------|---------------|
| Two (2) | Mon-Sun 8:00 a.m. – 4:00 p.m. | Entire Town | \$596,210.36 |
| Two (2) | Mon-Sun 4:00 p.m. – 12:00 a.m. | of Clifton Park | |

and; it is further

RESOLVED, that the Sheriff’s Office shall provide such additional police services to the Town of Clifton Park for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sheriff's Office

DATE: October 24, 2022

COMMITTEE: Public Safety

RE: Halfmoon Town Contract



This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

AUTHORIZING A 2023 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Halfmoon. Form and content of the contract to be approved by the Sheriff and County Attorney.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | | | |

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.30.2262**
- b. Budget year impacted **2023**
- c. Details

Funds are included in the 2023 proposed budget

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

| |
|---|
| County Administrator's Office Consulted <input type="checkbox"/> |
|---|

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

This is an annual resolution to renew a contract for specialized law enforcement services provided to the Town of Halfmoon for one year. The rate for 2022 was \$230,863.39. The new rate for 2023 will be increased to \$235,480.66.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

AUTHORIZING A 2023 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

WHEREAS, Resolution 67-2022 last authorized a contract with the Town of Halfmoon for additional police services to be provided by the Sheriff's Office; and

WHEREAS, the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Halfmoon for the indicated police services in 2022, at a cost of \$235,480.66, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

| <u>CONTRACT WITH</u> | <u>TIME OF SERVICES</u> | <u># OF PATROLS</u> | <u>PLACE OF SERVICES</u> | <u>AMOUNT</u> |
|----------------------|---------------------------------|---------------------|--------------------------|---------------|
| Halfmoon | Tues-Sun 8:00 a.m. - 4:00 p.m. | 1 | entire Town of | \$235,480.66 |
| | Tues-Sat 4:00 p.m. - 12:00 a.m. | 1 | Halfmoon | |

and; be it further

RESOLVED, that the Sheriff's Office shall provide such additional police services to the Town of Halfmoon for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 67 - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING A 2022 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

WHEREAS, Resolution 23-2021, last authorized a contract with the Town of Halfmoon for additional police services to be provided by the Sheriff’s Department and the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Halfmoon for the indicated police services in 2022, at a cost of \$230,863.39;

| <u>NUMBER OF PATROLS</u> | <u>SERVICE TIME OF PATROLS</u> | <u>PLACE OF SERVICE</u> | <u>AMOUNT</u> |
|--------------------------|--------------------------------|-------------------------|---------------|
| One (1) | Mon-Sun 8:00 a.m. – 4:00 p.m. | Entire Town | \$230,863.39 |
| One (1) | Mon-Sun 4:00 p.m. – 12:00 a.m. | of Halfmoon | |

and; it is further

RESOLVED, that the Sheriff’s Office shall provide such additional police services to the Town of Halfmoon for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: STOP DWI

DATE: 10/26/2022

COMMITTEE: Public Safety

RE: Acceptance of STOP-DWI funding

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the acceptance of state aid from the New York State STOP-DWI Foundation, Inc. for DWI High Visibility Enforcement Campaign (HVEC) patrols and activities..

3. Specific Details on what the resolution will authorize:

Authorizing the Chairman and/or STOP-DWI Coordinator to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of \$28,000 for use by Saratoga County's STOP-DWI High Visibility Enforcement Campaign (HVEC) patrols and activities.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Expense

| Account Number | Account Name | Amount |
|----------------|--------------|--------|
| | | |

Source of Revenue

| Fund Balance | State Aid | Federal Aid | Other |
|--------------|-----------|-------------|-------|
| | YES | | |

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.33.000.7330, A.33.000.7330I**
- b. Budget year impacted **2022/2023**
- c. Details

Funds are included in the 2022 and Tentative 2023 budget.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

| |
|--|
| County Administrator's Office Consulted <input checked="" type="checkbox"/> |
|--|

a. Source of grant funding:

State

b. Agency granting funds:

NYS STOP-DWI Foundation

c. Amount of grant:

\$28,000.00

d. Purpose grant will be used for:

STOP-DWI High Visibility Enforcement Campaign (HVEC)

e. Equipment and/or services being purchased with the grant:

none

f. Time period grant covers:

10/29/2022 - 09/04/2023

g. Amount of county matching funds:

none

h. Administrative fee to County:

none

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attachment



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XXX - 2022

Introduced by the Public Safety Committee: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch, Wright

AUTHORIZING THE ACCEPTANCE OF ~~ADDITIONAL STATE AID FROM THE NEW YORK STATE STOP-DWI FOUNDATION, INC. FOR DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN (HVEC) PATROLS AND ACTIVITIES AND AMENDING THE 2022 BUDGET IN RELATION THERETO~~

WHEREAS, Resolution 147-2022 authorized renewal and implementation of our local STOP-DWI program and participation in the 2022 New York State STOP-DWI program; and

WHEREAS, additional state funding is available in the amount of \$28,000 through the New York State STOP-DWI Foundation, Inc. for use in local DWI High Visibility Engagement Campaign (“HVEC”) patrols and activities during the grant cycle of October 1, 2022 through September 30, 2023; and

WHEREAS, our Public Safety Committee and the STOP-DWI Coordinator have recommended acceptance of these additional program funds in the amount of \$28,000; and ~~appropriation of the funds into Saratoga County’s 2022 STOP-DWI Program budget for the aforementioned purpose; and~~

WHEREAS, the acceptance of these additional funds requires approval of this Board; now, therefore, be it

RESOLVED, that the Chair of the Board and/or STOP-DWI Coordinator is hereby authorized to execute any and all documents necessary to apply for and accept additional aid from the New York State STOP-DWI Foundation, Inc. in the amount of \$28,000 for use in Saratoga County’s STOP-DWI HVEC patrols and activities; and it is further

RESOLVED, that this Resolution shall take effect immediately.



October 1, 2022

Saratoga County STOP-DWI
Via email

Please accept this letter as official notification of a High Visibility Engagement Campaign (formerly known as Crackdown) award in the amount of \$28,000 for use in your county. Initial each line below, sign the bottom and **scan back a copy of this letter**, there is no need to send me a hard copy. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

- _____ **Our focus will no longer be enforcement only** All HVEC efforts will include increased visibility and engaging the public with educational materials. The County STOP-DWI Coordinator will report the details using the provided HVEC Activity Form. (one form per county per HVEC)
- _____ The funds listed above will be utilized for Enforcement Overtime during the following crackdown dates only (unless permission has been granted for alternate dates).

| | |
|-----------------------------------|--|
| HALLOWEEN: | October 29 – October 31, 2022 |
| THANKSGIVING: | November 23 – November 27, 2022 |
| HOLIDAY SEASON (NATIONAL): | December 14 - January 1, 2023 |
| SUPER BOWL: | February 10 - February 13, 2023 |
| ST. PATRICK’S DAY: | March 16 - 19, 2023 |
| DRUGGED DRIVING AWARENESS: | 3pm April 20 – 3am April 21, 2023 |
| MEMORIAL DAY: | May 26 - 30, 2023 |
| JULY 4TH: | July 1 - 5, 2023 |
| DRUGGED DRIVING AWARENESS: | 3pm July 10 – 3am July 11, 2023 |
| LABOR DAY (NATIONAL): | August 18 - September 4, 2023 |

- _____ All HVEC will be multi-agency. (more than one agency must participate)
- _____ If circumstances result in only one agency participating in any crackdown, an email will be sent to Pam Aini, Grant Administrator, describing the reasoning for only one agency participating.
- _____ All HVEC efforts will be ‘high visibility’ and advertised in your county.
- _____ All PS-1’s and activity sheets will be submitted to Pam Aini, Grant Administrator **within 45 days of each event with the exception of the Labor Day HVEC and that paperwork must be submitted by September 30th due to grant end date. Paperwork submitted after 45 days (or 9/30 for Labor Day) shall not be considered for reimbursement.**

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items that I am responsible for.

Captain Dan Morley
Saratoga County STOP-DWI Coordinator

Tracy Mance

Tracy Mance, Chairperson
STOP-DWI Foundation, Inc.

Tracy Mance (Albany) – Chairperson
Michele James (St. Lawrence) – Vice-Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer