



## Public Safety Committee

Wednesday, November 1, 2023 ~~2:30PM~~ 2:45PM  
40 McMaster Street, Ballston Spa, NY

**Chair:** John Lant

**Members:** C. Eric Butler, Joe Grasso, Mark Hammond (vc), Jean Raymond, Kevin Tollisen, Kevin Veitch

### Agenda

- I. Welcome and Attendance
- I. Approval of the minutes of the October 4, 2023 meeting.
- II. Authorizing an agreement with the New York State office of Indigent Legal Services to accept an Indigent Legal Services Grant – Andrew Blumenberg, Public Defender
- III. Michael Zurlo, Sheriff
  - a. Authorizing a 2024 contract for police services in the Town of Malta
  - b. Authorizing a 2024 contract for police services in the Town of Clifton Park
  - c. Authorizing a 2024 contract for police services in the Town of Wilton
  - d. Authorizing a 2024 contract for police services in the Town of Halfmoon
  - e. Authorizing acceptance of a NYS Division of Criminal Justice Services Livescan Equipment Program Grant and amending the 2023 budget in relation thereto
- IV. Acceptance of a New York State Supervision and Treatment Services for Juveniles Program (STSJP) grant and authorizing provider contracts through December 31, 2024 – Sue Costanzo, Probation
- V. Other Business
- VI. Adjournment



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** Public Defender



**DATE:** 10/16/23

**COMMITTEE:** Public Safety



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

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT

3. Specific Details on what the resolution will authorize:

THIS RESOLUTION WILL PAY \$85,756.33 FOR THE FIRST TWO (2) YEARS AND \$85,756.34 THE LAST YEAR TOWARDS ONE (1) ATTORNEY SALARY IN THE PUBLIC DEFENDER'S OFFICE TO HELP WITH NYS CASELOAD STANDARDS.

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
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Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- 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

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

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:

\$257,269.00 OVER 3 YEARS

d. Purpose grant will be used for:

TOWARDS THE SALARY OF THE ASSISTANT PUBLIC DEFENDER

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

NO

f. Time period grant covers:

7/1/23 - 6/30/26

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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION ~~254-2021~~

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

### AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES TO ACCEPT AN INDIGENT LEGAL SERVICES GRANT

<sup>2026</sup> WHEREAS, grant funds are available for the grant period July 1, 2020 through June 30, <sup>July 1, 2023</sup> 2023 from the New York State Office of Indigent Legal Services in the amount of \$257,269 to assist Saratoga County and the County Public Defender's Office in implementing the ~~Third~~ <sup>Fourth</sup> Upstate Quality Improvement and Caseload Reduction Plan to improve the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and

WHEREAS, the County proposes to use said grant funds to ~~continue to fund one~~ <sup>toward the salary of one</sup> Assistant Public Defender position for indigent defense counsel assigned to local and County courts; and

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

**RESOLVED**, that the Chair of the Board of Supervisors 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 in the amount of \$257,269 for the implementation of the ~~Third~~ <sup>Fourth</sup> Upstate Quality Improvement and Caseload Reduction Plan in Saratoga County for the grant period July 1, 2020 - June 30, 2023, with the form and content of such documents being subject to the approval of the County Attorney; and, be it further

**RESOLVED**, that in the event the State should cease to ~~fully~~ fund the position at any time in the future, the unfunded position shall be abolished from the Saratoga County Compensation Schedule.

BUDGET IMPACT STATEMENT: None. 100% State Aid.

## Contract for ILS 4th Upstate Quality Improvement Grant - Saratoga County (#C4TH640)

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

Mon 9/18/2023 12:28 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 <DDamiano@saratogacountyny.gov>; Samantha Kupferman <SKupferman@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>; Zartarian, Claire (ILS) <Claire.Zartarian@ils.ny.gov>; Knittel, Claire (ILS) <Claire.Knittel@ils.ny.gov>

📎 1 attachments (893 KB)

0-Contract-4th Upstate-Saratoga-#C4TH640.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 **\$257,269.00** for your review and approval. It reflects the funds awarded to Saratoga County by virtue of the grant authorized by the Indigent Legal Services Board; "Fourth Upstate Quality Improvement and Caseload Reduction" grant. 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 your cooperation and patience throughout this grant process. Should you have any questions, please do not hesitate to contact myself or Jennifer Colvin.

Best,

Jami



**ILS**

**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](http://www.ils.ny.gov)

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



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

<p>STATE AGENCY (Name &amp; Address):</p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p>BUSINESS UNIT/DEPT. ID: <b>OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: C4TH640</b></p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b>  <input type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Saratoga, County of</b></p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> <b>New</b>  <input type="checkbox"/> Renewal  <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p><b>Fourth Upstate Quality Improvement and Caseload Reduction</b></p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p><b>NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</b></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: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS: <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"/> <b>Municipality, Code: 410100000000</b>  <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>

Contract Number: C4TH640

Page 1 of 2

**Master Grant Contract, Face Pages**

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

<p><b>CURRENT CONTRACT TERM:</b></p> <p><b>From: July 1, 2023</b> <b>To: June 30, 2026</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b></p> <p>From:                      To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                      To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b> <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p><b>CURRENT: \$257,269.00</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S):</b></p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

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

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

CONTRACTOR:

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

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

NYS Office of Indigent Legal Services

By: \_\_\_\_\_

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: C4TH640

Page 1 of 1

Master Contract for Grants, Signature Page

**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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup>

**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

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<sup>3</sup> 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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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.<sup>8</sup> 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:**

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

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

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**



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

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

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

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

#### **H. Notification of Significant Occurrences:**

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

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

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

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

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

**B. Subcontractors:**

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

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

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

### **C. Use Of Material, Equipment, Or Personnel:**

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

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

### **D. Property:**

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

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

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

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

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

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

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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

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

**G. Publicity:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

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

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

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

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> 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

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<sup>9</sup> 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

#### FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION

##### 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):

NYS 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](mailto: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, or state funds, including any funds distributed by the Office of Indigent Legal Services, 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 or state funds, such funds actually provided by ILS shall be returned to ILS by County.

**ATTACHMENT B-1**

**BUDGET**

**Office of Indigent Legal Services  
FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION  
July 1, 2023 - June 30, 2026**

**COUNTY OF SARATOGA**

**Total Contract Amount: \$257,269.00**

<b>Budget Expenditure Item</b>	<b>Year 1 7/1/23 - 6/30/24</b>	<b>Year 2 7/1/24 - 6/30/25</b>	<b>Year 3 7/1/25 - 6/30/26</b>
<b>Personnel:</b>			
(FT) Assistant Public Defender - Partial Salary	\$85,756.33	\$85,756.33	\$85,756.34
<b>Subtotal Personnel</b>	<b>\$85,756.33</b>	<b>\$85,756.33</b>	<b>\$85,756.34</b>
<b>TOTAL</b>	<b>\$85,756.33</b>	<b>\$85,756.33</b>	<b>\$85,756.34</b>
<b>THREE-YEAR TOTAL</b>	<b>\$257,269.00</b>		

**ATTACHMENT C**

**WORK PLAN**

**OFFICE OF INDIGENT LEGAL SERVICES**

**FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION**

**JULY 1, 2023 – JUNE 30, 2026**

**COUNTY OF SARATOGA**

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

**Task #1**

Provide funding for a portion of the salary of a full-time Assistant Public Defender position to alleviate the case burden of all the staff attorneys and allow them additional time to perform case research and investigation and engage in client-centered representation to improve quality of representation. Saratoga County currently covers the balance of the position's salary and fringe.

**Performance Measures:**

- Improved quality of representation provided to clients due to the increase in the amount of time each attorney has to prepare, investigate and research cases
- Reduction in overall attorney caseloads in the Office of the Public Defender

**Program Location:**

- Office of the Public Defender, Saratoga County

**Task #2**

Collect and report data annually, in statistical and narrative form, to measure the impact of the Upstate Caseload Reduction and Quality Improvement project and analyze and evaluate project outcomes.

**Performance Measure:**

- Provide a detailed narrative description of successes achieved, obstacles encountered during implementation of the program, and efforts to overcome those obstacles. If applicable, the description should describe how and why the program as implemented differed from the program as originally proposed.



- Collect and report data consistent with the manner of collecting and reporting data described by Contractor in its grant proposal to show whether or not the plan has been successfully implemented, and whether or not changes to the quality of representation provided to clients have occurred.
- Demonstrate efforts to assure that the data collected are of the highest possible quality, including describing the specific data protocol employed.
- Report in aggregate form statistical data collected for periods prior to the implementation of the program, to the extent possible, and provide such reports annually thereafter.

**Program Location:**

- Office of the Public Defender, Saratoga County

**ATTACHMENT D**

**PAYMENT AND REPORTING SCHEDULE**

**FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION**

**I. PAYMENT PROVISIONS**

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

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

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

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

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

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

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

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

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (select applicable frequency):

**Quarterly Reimbursement**

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

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

**Monthly Reimbursement**

Due Date: \_\_\_\_\_

**Biannual Reimbursement**

Due Date: \_\_\_\_\_

**Fee for Service Reimbursement**

Due Date: \_\_\_\_\_

**Rate Based Reimbursement**

Due Date: \_\_\_\_\_

**Fifth Quarter Reimbursement**

Due Date: \_\_\_\_\_

**Milestone/Performance Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Scheduled Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Interim Reimbursement as Requested by Contractor** \_\_\_\_\_

**II. REPORTING PROVISIONS**

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

**Narrative/Qualitative Report**

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

**Statistical/Quantitative Report**

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

**Expenditure Report**

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

**Final Report**

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

**Consolidated Fiscal Report (CFR)<sup>1</sup>**

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.

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

**TABLE I – REPORTING SCHEDULE**

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

### **III. SPECIAL PAYMENT AND REPORTING PROVISIONS:**



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** Sheriff's Office

**DATE:** 10/13/2023

**COMMITTEE:** Public Safety

1. Is a Resolution Required:

2. Proposed Resolution Title:

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 Malta. Form and content of the contract to be approved by the Sheriff and County Attorney.

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 Malta. The term of the contract will be from January 1, 2024 until December 31, 2024 for the amount of \$326,580.66. 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 Yes

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30-2262
- b. Budget year impacted 2024
- 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

No

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

- 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
- Information summary memo
- 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.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~68-2022~~

Introduced by Supervisors Lant, ~~Barrett~~, Hammond, Butler, Grasso, Raymond, Tollisen, Lawler, Ostrander, and K. Veitch and Wright

#### AUTHORIZING A ~~2022~~24 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF Malta ~~CLIFTON PARK~~

**WHEREAS**, Resolution ~~266-2020~~ last authorized a contract with the Town of ~~Clifton Park~~ Malta 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~~ Malta for the indicated police services in ~~2022~~24, at a cost of ~~\$596,210.36~~ \$326,580.66;

<u>NUMBER OF PATROLS</u>	<u>SERVICE TIME OF PATROLS</u>	<u>PLACE OF SERVICE</u>	<u>AMOUNT</u>
<del>Two</del> <u>One (21)</u>	Mon-Sun 8:00 a.m. – 4:00 p.m.	Entire Town	<del>\$596,210.36</del>
<del>Two</del> <u>One (21)</u>	Mon-Sun 4:00 p.m. – 12:00 a.m.	of Clifton Park	<del>\$326,580.66</del>

and; it is further

**RESOLVED**, that the Sheriff's Office shall provide such additional police services to the Town of ~~Clifton Park~~ Malta 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  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

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

**DEPARTMENT:** Sheriff's Office

**DATE:** 10/13/2023

**COMMITTEE:** Public Safety

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

1. Is a Resolution Required:

County Attorney's Office  
Consulted Yes

2. Proposed Resolution Title:

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.

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. The term of the contract will be from January 1, 2024 until December 31, 2024 for the amount of \$653,161.32. Form and content of the contract to be approved by the Sheriff and County Attorney.

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30-2262
- b. Budget year impacted 2024
- 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

No

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

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:

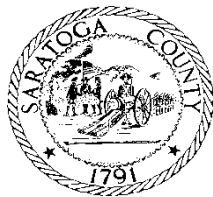
h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- 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.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~68-2022~~

Introduced by Supervisors Lant, ~~Barrett~~, Hammond, Butler, Grasso, Raymond, Tollisen Lawler, Ostrander, and K. Veitch and Wright

#### AUTHORIZING A ~~2022~~24 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 20~~22~~24, at a cost of ~~\$596,210.36~~\$653,161.32;

<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	<u>\$596,210.36</u>
Two (2)	Mon-Sun 4:00 p.m. – 12:00 a.m.	of Clifton Park	<u>\$653,161.32</u>

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  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

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

**DEPARTMENT:** Sheriff's Office

**DATE:** 10/13/2023

**COMMITTEE:** Public Safety

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

1. Is a Resolution Required:

County Attorney's Office  
Consulted Yes

2. Proposed Resolution Title:

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 Wilton. Form and content of the contract to be approved by the Sheriff and County Attorney.

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 Wilton. The term of the contract will be from January 1, 2024 until December 31, 2024 for the amount of \$125,147.48. Form and content of the contract to be approved by the Sheriff and County Attorney.

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30-2262
- b. Budget year impacted 2024
- 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 the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

No

Purchasing Office Consulted

No

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

- 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
- Information summary memo
- 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.



# SARATOGA COUNTY BOARD OF SUPERVISORS

## RESOLUTION 45 – 2021

Introduced by Supervisors ~~Allen, Connolly, Lucia, Raymond, Schopf and Smith~~  
**Lant, Butler, Grasso, Hammond, Raymond, Tollisen, K. Veitch**

**AUTHORIZING A ~~2021~~ 2024 CONTRACT FOR POLICE SERVICES  
WITH THE TOWN OF WILTON, AMENDING THE ~~2021~~ COMPENSATION  
SCHEDULE UNDER THE SHERIFF’S DEPARTMENT, AND AMENDING THE ~~2021~~  
COUNTY BUDGET IN RELATION THERETO**

WHEREAS, The Town of Wilton has requested authorization for a proposed ~~three (3)~~ a one  
(1) year contract for Specialized Law Enforcement services for the Town of Wilton to be provided  
by the Sheriff’s Department; and

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

~~WHEREAS, our Public Safety Committee, the Director of Human Resources, and the Sheriff  
have recommended that: i) the County enter into an agreement with the Town of Wilton for  
Specialized Law Enforcement services for a term of three years commencing March 1, 2021; and ii)  
the 2021 Saratoga County Compensation Schedule be amended under the Sheriff’s Department to  
create one new position of PBA Contract Deputy Sheriff at a base salary of \$55,255; now, therefore,  
be it~~

RESOLVED, that the Chair of the Board is authorized to execute a contract for police services  
with the Town of Wilton, for one patrol operating Monday through Friday from 8:00 a.m. to 4:00  
p.m. covering the entire Town of Wilton, for a term of ~~three years~~ one year commencing on ~~March~~  
~~1, 2021~~ January 1, 2024 and terminating on December 31, 2024, at a total cost of \$275,904.47  
\$125,147.48 to be paid as follows:

- ~~1) March 1, 2021 – December 31, 2021: \$ 74,093.75~~
- ~~2) January 1, 2022 – December 31, 2022: \$ 99,896.76~~
- ~~3) January 1, 2023 – December 31, 2023 \$101,023.96~~

and, be it further

~~RESOLVED, that the 2021 Saratoga County Compensation Schedule is amended effective  
March 1, 2021 as follows:~~

UNDER SHERIFF’S DEPARTMENT

~~— Create one (1) PBA Contract Deputy Sheriff at base salary ————— \$55,255~~

and, be it further

RESOLVED, that the Sheriff's Department shall provide such police services to the Town of Wilton 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 be it further

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

~~RESOLVED, that the 2021 Saratoga County Budget is amended as follows:~~

SHERIFF'S DEPARTMENT

Appropriations:

<del>Increase Acct.: #A.30.000 6000 Regular Wages</del>	<del>\$ 41,441.25</del>
<del>Increase Acct.: #A.30.000 6960 Health Insurance</del>	<del>\$ 24,864.75</del>
<del>Increase Acct.: #A.30.000 7041 Cars &amp; Light Trucks</del>	<del>\$ 5,203.61</del>
<del>Increase Acct.: #A.30.000 8518 Uniform Expenses</del>	<del>\$ 712.50</del>
<del>Increase Acct.: #A.30.000 8533 Telephone</del>	<del>\$ 360.00</del>
<del>Increase Acct.: #A.30.000 8231 Police Supplies</del>	<del>\$ 1,511.64</del>
	<del>\$ 74,093.75</del>

Revenue:

<del>Increase Acct.: #A.30 2262 Reimb For Sheriff Services</del>	<del>\$ 74,093.75</del>
--	-------------------------

~~BUDGET IMPACT STATEMENT: Neutral impact. The expenses incurred by the Sheriff to provide these services will be reimbursed by the Town of Wilton.~~



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** Sheriff's Office

**DATE:** 10/13/2023

**COMMITTEE:** Public Safety

1. Is a Resolution Required:

2. Proposed Resolution Title:

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 Halmoon. Form and content of the contract to be approved by the Sheriff and County Attorney.

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 Halmoon. The term of the contract will be from January 1, 2024 until December 31, 2024 for the amount of \$259,439.46. 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 Yes

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.30-2262
- b. Budget year impacted 2024
- 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

No

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

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
- Information summary memo
- 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.



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~67-2022~~

Introduced by Supervisors Lant, ~~Barrett~~, Hammond, Butler, Grasso ~~Lawler, Ostrander, Raymond, Tollisen and K. Veitch and Wright~~

### AUTHORIZING A ~~2022~~24 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~~24, at a cost of ~~\$230,863.39~~\$259,439.46;

<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	<del>\$230,863.39</del>
One (1)	Mon-Sun 4:00 p.m. – 12:00 a.m.	of Halfmoon	<u>\$249,439.46</u>

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  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

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

**DEPARTMENT:** Sheriff's Office



**DATE:** 10/02/2023

**COMMITTEE:** Public Safety



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

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authoring the acceptance of a NYS DCJS Grant.

3. Specific Details on what the resolution will authorize:

Authorizing the acceptance of a NYS DCJS Livescan Equipment Program grant in the amount of \$58,454.70. The grant period will begin upon acceptance and lapse on September 30, 2024, with the form and content of such documents and agreements to be subject to the approval of the County Attorney.

County Attorney's Office  
Consulted Yes

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 Yes

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

Revenue

Account Number	Account Name	Amount
A.30.4306	Homeland Security Federal Aid	58,454.70

Expense

Account Number	Account Name	Amount
A.30.000-7080	All other equipment	58,454.70

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted See above
- 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

No

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted Yes

a. Source of grant funding:

State

b. Agency granting funds:

NYS Division of Criminal Justice Services

c. Amount of grant:

58,454.70

d. Purpose grant will be used for:

Adding an additional electronic fingerprinting machine to the Clifton Park substation as well as replacing/updating existing electronic fingerprinting equipment.

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

Electrinoc fingerprinting machines and related equipment.

f. Time period grant covers:

Acceptence to 09/30/2024

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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

This is a one-time grant opportunity for law enforcement for Livescan Equipment (electronic fingerprinting). The grant is offered by the NYS Division of Criminal Justice Services using federal money awarded by the Bureau of Justice Assistance (BJA) 16.738 Edward Byrne Memorial Justice Assistance Grant Program.



**Division of Criminal  
Justice Services**

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**DEAN DEFRUSCIO**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: <b>Saratoga County / Saratoga County Sheriff's Office</b>	Date: 9/15/23
Program Name: Livescan Equipment Program	Award Amount: \$58,454.70 <sup>1</sup>
Signatory Name and Title: Steven Bulger, County Administrator	Term Dates: TBD
Email: <a href="mailto:sbulger@saratogacountyny.gov">sbulger@saratogacountyny.gov</a>	Contract Number: C637743
Program Description: To support the purchase of Livescan equipment.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application	
Federal Award Number: 15PBJA-21-GG-00284-JAGX	
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)	
Federal Award Lapse Date: 9/30/2024	
Total Amount of Federal Award: \$ 8,955,920	
Federal Fiscal Year of Funds: FFY 21	
Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
<b>Grant Questions</b>	
<b>Primary Contact</b> Grace Feeney-Caswell, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2203 Email: <a href="mailto:grace.feeney-caswell@dcjs.ny.gov">grace.feeney-caswell@dcjs.ny.gov</a>	<b>Secondary Contact</b> Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: <a href="mailto:meagan.armstrong@dcjs.ny.gov">meagan.armstrong@dcjs.ny.gov</a>

<sup>1</sup> The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.





3/16/22

## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~108~~—2022

Introduced by Public Safety: Supervisors Schopf, Barrett, Edwards, Grasso, Lant, Tollisen, M. Veitch, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

**AUTHORIZING THE ACCEPTANCE OF A STATE LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES NYS Division of Criminal Justice Services Livescan Equipment Program Grant**

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WHEREAS, grant funds are available from the NYS Division of Criminal Justice ~~the New York State Division of Homeland Security and Emergency Services~~ in the amount of ~~\$61,884~~ \$58,454.70 for the Livescan Equipment Program Grant State Law Enforcement Terrorism Prevention Program (SLETTP); and

WHEREAS, said funds are intended to be used ~~to provide for enhanced counter-terrorism and response programs and equipment, including thermal/night vision equipment, unmanned aerial systems equipment and maintenance, collision reconstruction and crime scene equipment, and operational expenses for overtime for security of polling places and mass-gathering events~~ to purchase Livescan fingerprint processing equipment, applicable software/equipment, and/or maintenance of such for the Sheriff's Office; and

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

RESOLVED, that the Chair of the Board and/or the Sheriff are authorized to execute all necessary documents and agreements with the New York State Division of Criminal Justice Services ~~Homeland Security and Emergency Services~~ for the acceptance of a NYS Division of Criminal Justice Services Livescan Equipment State Law Enforcement Terrorism Prevention Program grant in the amount of \$58,454.70 ~~\$61,884~~, for the term acceptance September 1, 2021 through September 30, 2024 ~~August 31, 2024~~; and it is further

RESOLVED, that the form and content of such documents and agreements 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.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

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

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

**DEPARTMENT:** Probation Department

**DATE:** October 19, 2023

**COMMITTEE:** Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

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 of up to \$125,111.00 and to authorize provider contracts for the calendar year 2024.

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

County Attorney's Office  
Consulted Yes

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 Yes

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
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A-31-000-7734
- b. Budget year impacted 2024
- 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  
N/A

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term: 1/1/2024

h. Termination of contract date: 12/31/2024

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Recurring contracts with specialized providers that 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.

Purchasing Office Consulted  
N/A

8. Is a grant being accepted:  YES or  NO

County Administrator's Office  
Consulted Yes

a. Source of grant funding:

State

b. Agency granting funds:

New York State Office of Children and Family Services

c. Amount of grant:

\$125,111.00

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 2023-2024

g. Amount of county matching funds:

\$76,681.00

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other \_\_\_\_\_

10. Remarks:



11/15/22

# SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~317 - 2022~~

Introduced by Public Safety: Supervisors Lant, ~~Barrett~~, Hammond, ~~Lawler~~,  
~~Ostrander~~, K. Veitch and ~~Wright~~ *Tollisen*  
*Raymond* *Butler* *Grassu*

## AUTHORIZING ACCEPTANCE OF A NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM (STSJP) GRANT, AND AUTHORIZING PROVIDER CONTRACTS THROUGH DECEMBER 31, ~~2023~~ *2024*

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

*\$125,111* WHEREAS, the County has made application for an STSJP grant in an amount up to ~~\$119,550.26~~ to cover the State's 62% share of the costs, 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

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 ~~\$182,323~~; (2) enter into a contract with KMG Monitoring Service to provide electronic monitoring of youth diverted from detention at an annual cost not to exceed \$18,500 (\$13,500 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

WHEREAS, the contract period for the foregoing contracts shall run from January 1, ~~2023~~ through December 31, ~~2023~~; now, therefore, be it  
*2024* *2024*

*187,792.00*

\$125,111.00

**RESOLVED**, that the Chair of the Board 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 ~~\$119,550.26~~ to reduce juvenile detention usage and encourage alternatives to detention and placement; and it is further

**RESOLVED**, that the Chair of the Board and/or the Commissioner of Social Services and/or Probation Director II, are hereby authorized to submit any documentation or information as required by the New York State Office of Children and Family Services necessary to obtain grant funds and/or seek reimbursement under the Supervision and Treatment Services for Juveniles Program (STSJP) grant; and it is further

**RESOLVED**, that the Chair of the Board is 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, ~~2023~~ through December 31, ~~2023~~, at a sum not to exceed ~~\$182,323~~; and it is further ~~2023~~ ~~2024~~ ~~2024~~ \$187,792.00

**RESOLVED**, that the Chair of the Board is authorized to execute a contract with KMG Monitoring Services of Queensbury, New York to provide electronic monitoring services of youth diverted from detention for the term January 1, ~~2023~~ through December 31, ~~2023~~, at an annual cost not to exceed \$18,500; and it is further ~~2023~~ ~~2024~~ ~~2024~~

**RESOLVED**, 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, ~~2023~~ through December 31, ~~2023~~ at an annual cost not to exceed \$500; and it is further ~~2023~~ ~~2024~~ ~~2024~~

**RESOLVED**, that the form and content of the aforementioned agreements and documentation 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. Funds are included in the department budget.

November 15, 2022 Regular Meeting

Motion to Adopt: Supervisor(s):

Second: Supervisor(s)

Ayes:

Noes:

Abstain:

Absent:

SARATOGA COUNTY

Services

Child Protective 884-4151  
 Preventive 884-4152  
 Foster Care 884-4157  
 Family/Adult 884-4159  
 Fraud 884-4163  
 Support/Collection 884-4142

Tina Potter  
 Commissioner



DEPARTMENT OF SOCIAL SERVICES

152 West High Street  
 Ballston Spa, New York 12020  
 (518) 884-4140  
 Fax:# 884-4199

Eligibility

SNAP 884-4155  
 HEAP 884-4146  
 Medicaid 884-4148  
 Temporary Assist. 884-4144  
 Managed Care 884-4153

Patrick Maxwell  
 Deputy Commissioner

TO: Theodore T. Kusnierz, Jr., Chairman,  
 Saratoga County Board of Supervisors

FROM: Patrick Maxwell, Commissioner of Social Services

SUBJECT: Supervision and Treatment Services for Juveniles Program (STSJP)  
 Annual Plan Update 2023-2024

DATE: August 22, 2023

Please find included for your review the 2023-2024 STSJP plan DSS will be submitting to the Office of Children and Family Services (OCFS). STSJP funds are used to provide services intended to divert the following types of youth from placement or replacement in detention or residential care and to safely maintain youth in the community pending a family court disposition or conviction in criminal court:

- Youth who are at risk of becoming, alleged to be, or adjudicated as Persons in Need of Supervision (PINS).
- Youth who are at risk of becoming, alleged to be, or adjudicated as Juvenile Delinquents (JDs), both non-Raise the Age (RTA) JDs and RTA JDs.
- Youth who are alleged to be or convicted as Juvenile Offenders (JOs) or Adolescent Offenders (AOs), or adjudicated as Youthful Offenders (YOs).

This plan was developed in conjunction with Sue Costanzo, Probation Director and remains essentially the same as in the past ten (11) years. Saratoga County DSS, as the lead agency, will submit the plan to the New York State Office of Children and Family Services and once approved provide the funding to Probation. Through the committee process Probation then seeks authorization to contract for the needed services to implement the plan. DSS submits claims to OCFS for the expended funds it passes through to Probation.

The plan requires the DSS Commissioner to sign an attestation that the Chairman, as the Chief Executive Officer of the County, has reviewed and approves the plan. Attached is Board Resolution 317-2022 providing the authorization to complete the necessary plan required to obtain the STSJP funds.

If after your review you have any questions or concerns, please let me know. Thank you for the time and consideration you have given this matter.



**SARATOGA COUNTY**

Services

Child Protective 884-4151  
Preventive 884-4152  
Foster Care 884-4157  
Family/Adult 884-4159  
Fraud 884-4163  
Support/Collection 884-4142

**Tina Potter**  
Commissioner



**DEPARTMENT OF SOCIAL SERVICES**

152 West High Street  
Ballston Spa, New York 12020  
(518) 884-4140  
Fax:# 884-4199

Eligibility

SNAP 884-4155  
HEAP 884-4146  
Medicaid 884-4148  
Temporary Assist. 884-4144  
Managed Care 884-4153

**Patrick Maxwell**  
Deputy Commissioner

## FW: STSJP Plan

Rumpf, Meredith (DFA) <Meredith.Rumpf@dfa.state.ny.us>

Wed 10/18/2023 4:06 PM

To: Maxwell, Patrick (DFA) <Patrick.Maxwell@dfa.state.ny.us>

---

**From:** Michelle Richardson <mrichardson@saratogacountyny.gov>

**Sent:** Wednesday, August 30, 2023 4:07 PM

**To:** Rumpf, Meredith (DFA) <Meredith.Rumpf@dfa.state.ny.us>; Ridge Harris <RHarris@saratogacountyny.gov>; Stephanie Hodgson <shodgson@saratogacountyny.gov>

**Cc:** Maxwell, Patrick (DFA) <Patrick.Maxwell@dfa.state.ny.us>; Alber, Marisa (DFA) <Marisa.Alber@dfa.state.ny.us>

**Subject:** Re: STSJP Plan

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Thank you, Meredith.

The grants committee did not have any questions. Please submit your plan.

Michelle

---

**From:** Rumpf, Meredith (DFA) <[Meredith.Rumpf@dfa.state.ny.us](mailto:Meredith.Rumpf@dfa.state.ny.us)>

**Sent:** Tuesday, August 22, 2023 3:57 PM

**To:** Ridge Harris <[RHarris@saratogacountyny.gov](mailto:RHarris@saratogacountyny.gov)>; Stephanie Hodgson <[SHodgson@saratogacountyny.gov](mailto:SHodgson@saratogacountyny.gov)>; Michelle Richardson <[mrichardson@saratogacountyny.gov](mailto:mrichardson@saratogacountyny.gov)>

**Cc:** Maxwell, Patrick (DFA) <[Patrick.Maxwell@dfa.state.ny.us](mailto:Patrick.Maxwell@dfa.state.ny.us)>; Alber, Marisa (DFA) <[Marisa.Alber@dfa.state.ny.us](mailto:Marisa.Alber@dfa.state.ny.us)>

**Subject:** STSJP Plan

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.

Good Afternoon Ridge, Steph and Michelle,

Attached is the proposed Supervision and Treatment Service for Juvenile Plan (STSJP) for 2023-2024. The plan year is October 1, 2023 through September 30, 2024.

I have also attached last year's plan as well as the STSJP annual plan development guide as a reference tool. DSS works with the Probation Department with respect to this program. Probation actually contracts with the different agencies listed, and all funding passes through DSS onto Probation.

Probation will prepare the resolution to go to the Board at a future date. This year's plan is similar to the last year's plan.

Please feel free to contact me if you have any questions.

Thank you,

Meredith



**Meredith L. Rumpf**

Accountant

**Phone:** 518.884.4166

**Email:** [meredith.rumpf@dfa.state.ny.us](mailto:meredith.rumpf@dfa.state.ny.us)

**Department of Social Services**

152 West High Street

Ballston Spa, NY 12020

[saratogacountyny.gov](http://saratogacountyny.gov)

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NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**SUPERVISION AND TREATMENT SERVICES**  
**FOR JUVENILES PROGRAM (STSJP) - WITH ROLLOVER**  
**ANNUAL PLAN FOR PROGRAM YEAR OCTOBER 1, 2023 – SEPTEMBER 30, 2024**

SUBMITTING MUNICIPALITY CONTACT INFORMATION		
Name of applicant county, counties, or jurisdiction: Saratoga County		
Lead agency for STSJP submission: Saratoga County Department of Social Services		
Contact person's name: Patrick Maxwell	Title: Commissioner	
Phone: (518) 884-4140	Ext:	Email: Patrick.Maxwell@dfa.state.ny.us

PLAN SUBMISSION INSTRUCTIONS
<p><b>STSJP plans are due to the Office of Children and Family Services (OCFS) by <u>08 / 04 / 2023</u></b></p>
<ol style="list-style-type: none"> <li>Once you have opened this form on your computer, please use the "Save As" function to save a copy with the following file name: "STSJP 2023-2024 Annual Plan – [ex. Municipality Name]."</li> <li>Work from the copy saved in Step 1 as you record your municipality information. Save your work as you complete each section.</li> <li>Email the completed application to OCFS at <a href="mailto:stsjp@ocfs.ny.gov">stsjp@ocfs.ny.gov</a>. Use the subject line "STSJP 2023-2024 Annual Plan – [Municipality Name]" to facilitate timely review of your plan.</li> </ol> <p style="text-align: center;">Please direct any STSJP plan questions to the STSJP mailbox at: <a href="mailto:stsjp@ocfs.ny.gov">stsjp@ocfs.ny.gov</a>, or you may contact Geneva Hilliard 518-486-1819 or Lynn Tubbs 518-473-9116.</p>
<p><b>NOTE: Cooperative Applications submitted jointly by two or more counties</b> Two or more eligible local jurisdictions (counties) may join together to establish, operate, and maintain STSJP programs, and may enter into agreements in connection therewith. Counties submitting such applications must provide additional information under <b>Part I - Municipality Level Details, Section C. Cooperative Application.</b></p>

PART I – MUNICIPALITY LEVEL DETAILS
<b>A. Municipality Level Analysis</b>
<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>Identify the communities or neighborhoods (ZIP codes) from which the highest number of Youthful Offenders (YO), Adolescent Offenders (AO), Juvenile Offenders (JO), Juvenile Delinquents (JD), and Persons in Need of Supervision (PINS) enter the youth justice system, are remanded to detention, and/or are residentially placed; and</li> <li>Discuss what factors may be contributing to these high numbers:  The highest number of YO,AO, JO,JD &amp; PINS youth reside in the cities of 12866, 12065 and 12020. Family mental health and substance abuse issues, as well as long waitlists for these services appear to be the greatest contributing factors for youth entering the juvenile justice system. Their needs are not being met in a timely manner within their communities.</li> </ol> </li> <li>Resources available at the following link can help you answer these questions: <a href="https://www.ocfs.ny.gov/programs/youth/stsjp/planning.php">https://www.ocfs.ny.gov/programs/youth/stsjp/planning.php</a> <ol style="list-style-type: none"> <li>In the charts below, please provide the municipality's distributions by race, ethnicity, and sex assigned at birth for the general population of youth younger than 18, and for the detained and placed population of youth. For the placement admissions data, please add together county data from Tables 1b-Total OCFS Facility Admissions by Sex, Race/Ethnicity and Age, 6b-JD Foster Care Admissions by Sex, Race/Ethnicity and Age and 7b-PINS Post-Dispositional Foster Care Admissions by Sex, Race/Ethnicity and Age from <a href="#">Annual Out of Home Placement Admissions Data Packet</a></li> </ol> </li> </ol>

Race/Ethnicity	2020 General Population <18 years		2022 Detention Admissions		2022 Placement Admissions	
	#	%	#	%	#	%
Black/African American	1430	3	3	43	2	50
White	39102	87	4	57	2	50
Native American/Alaskan	87	0	0	0		
Asian/Pacific Islander	1853	4	0	0		
Hispanic	2245	5	0	0	0	0

Sex Assigned at Birth	2020 General Population <18 years		2022 Detention Admissions		2022 Placement Admissions	
	#	%	#	%	#	%
Male	22819	51	7	100	3	75
Female	21898	49	0	0	1	25

b) If you identified any disparities when comparing youth representation in the general population and their representation in detention and placement, explain how this plan will address those disparities. If you did not identify any disparities, please note such.

Although the overall numbers are small, there is clearly a disparity of black youth entering detention and placement. Male youth also seem to be the majority of the population entering detention and placement. In addressing these disparities, maintaining adequate staffing and seeking culturally sensitive training is required.

**B. Local Collaboration**

1. Legislation requires local collaboration. Please describe your municipality’s activities in developing this year’s STSJP plan in collaboration with local agencies responsible for probation, law enforcement, detention, diversion, social services, courts, service providers, schools, and youth development programs:

Saratoga County collaborated with DSS, local schools, our Courts and our service providers. During pre-PINS meetings with schools, recommendations were made in assisting schools to exhaust their own efforts. Recommendations included alternative schedules, alternative programs, accommodations, CSE involvement and advocacy for youth/parents that struggle with the educational system. Schools have been open to suggestions and are expanding programming to accommodate a variety of obstacles faced by our youth/families.

Our STSJP service providers have been instrumental in providing face to face services via in-home visits, transportation when necessary, and connection to other service providers and probation when families are in need of assistance in these areas. Probation and DSS strive to communicate regularly, and to work closely to assist parents/youth that are struggling in making sure that both receive the assistance they need. We continue to facilitate moving both parents and youth to achieving goals through communication.

Each district now has School Resource Officers available as a resource.

A local community Youth Court has opened up the population of youth being served by allowing youth from adjoining communities to also utilize their program.

The above activities have helped provide additional resources for our youth/families and have assisted in creating plans that address realistic goals/needs.

2. Is your municipality gathering participant youth and family feedback as part of your STSJP plan development?

- Yes. (If yes, please describe how the plan incorporates that feedback at the system level, e.g., funding and service continuum decisions.)
- No. (If no, please describe the barriers to implementation and the municipality's solutions to develop such feedback mechanism during PY 2023-2024.)

Feedback is encouraged during case planning and re-assessment with the families and youth we serve. Berkshire Farm Family Specialists bring "client surveys" to our families, along with envelopes, so the survey can be completed confidentially. The surveys provided are in both English and Spanish. Those results are relayed and reviewed to help determine where there is room for improvement. Modification plans are developed with those results in mind. Through monthly meetings with Berkshire Farm and probation, resources, needs of families, and implementations are discussed. Case planning and STSJP plan development are directly impacted as a result. Interactive journaling materials are now available and in use to maintain focus on and to directly address identified issues.

3. Was community feedback in low opportunity ZIP codes sought as part of the STSJP plan development?

- Yes. (If yes, please describe how the plan incorporates that feedback at the system level, e.g., funding and service continuum decisions.)
- No. (If no, please describe the barriers to implementation and the municipality's solutions to develop such feedback mechanism during PY 2023-2024.)

Inperson mental health/substance treatment continues to resume following COVID. Feedback indicates the telehealth option is less favorable for our youth, compounding that youth with multilayered issues have greater challenges in accessing services. We continue to seek new resources and to attend quarterly meetings with surrounding counties to share trends, ideas and available resources.

**C. Cooperative Application** *(Complete this section only if this is a joint application.)*

1. Describe the provisions for the proportionate cost to be borne by each county:

2. Describe how personnel will be compensated across and between counties in the cooperative:

3. Will a single fiscal officer be the custodian of the funds made available for STSJP?

- Yes. (If yes, please provide their contact details below.)
- No. (If no, skip to Q.4.)

Officer's Name:		Title:	
Phone: ( )	Ext:	Email:	

4. Provide the name and email address of the person who will be responsible for collecting and submitting STSJP data for jointly funded programs, as well as the names and email addresses of the fiscal officers responsible for jointly funded programs:

**PART II – PROGRAM LEVEL DETAILS**

**PROGRAM 1**

**A. Program 1 Contact Information**

Program 1 Name: Berkshire Farm Center & Services for Youth-Enhanced Stepping Stones
Operating Agency: Berkshire Farm Center
Program Mailing Address: 13640 Route 22
Address Line 2:

City: Canaan		State: <b>NY</b>	ZIP Code: 12029
Program Contact's Name: Brian Parchesky		Title: CEO	
Phone: (518) 346-6201	Ext:	Email: BParchesky@BerkshireFarm.Org	

**B. Program 1 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.  
 Yes     No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:  
 All Saratoga County zip codes

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

The Enhanced Stepping Stones program's focus is on the older Raise the Age population and provides intensive, home and community based family preservation services with added focus on building independent living and workforce development skills as an alternative to detention. The program also provides immediate crisis intervention services, as well as assessments and case planning for each youth.

5. Is the program capable of being replicated across multiple locations?     Yes     No

**C. Program 1 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.  
 None (If none, skip to section D.)     STSJP     STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	0	0	0
STSJP-RTA	0	0	6	0	0	6
Total	0	0	6	0	0	6

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:  
 Program staffing appears to have impacted the referral process in that there was typically a waitlist during this time period. With increased staffing, we expect the program will reach capacity for the 9/30/2023 reporting period.

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP	0	0	0	0	0
STSJP-RTA	0	0	97	0	0

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.  
 3 youths successfully completed this program with the average length of stay being 6 months or less which is much less time than our youth would typically spend in a Court ordered residential placement. These youth have worked to improve life skills, school attendance/completion and part-time work while living in their home community.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)       Partially       No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?  
 N/A

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:  
 N/A

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?  
 N/A

**D. Program 1 Service Projections for PY 2023-2024**



1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	0	0	0
STSJP-RTA	0	0	18	0	0	18
Total	0	0	18	0	0	18

**PROGRAM 2**

**A. Program 2 Contact Information**

Program 2 Name: Captain Youth Shelter

Operating Agency: Captain Youth Shelter

Program Mailing Address: 5 Municipal Plaza

Address Line 2: Suite 3

City: Clifton Park

State: **NY**

Zip Code: 12865

Program Contact's Name: Sue Catroppa

Title: Executive Director

Phone: (518) 371-1185

Ext.: ( )

Email:

**B. Program 2 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

All Saratoga County zip codes

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

This program will be utilized by providing a crisis free environment (respite) where youth can de-escalate from family crisis. Youth will meet with a Case Manager to discuss issues while also being afforded the opportunity to learn valuable life skills, positive social values and connecting to caring adults. This program also offers

educational support and family mediation services. Referrals will be made via probation adjudicated PINS cases that are struggling in their homes and/or in the community and are in need of a safe environment where they can work through identified issues.

5. Is the program capable of being replicated across multiple locations?  Yes  No

**C. Program 2 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.  
 None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	0	0	0
STSJP-RTA	0	0	0	0	0	0
Total	0	0	0	0	0	0

3. Based on the program's record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:  
 The program has not met it's budgeted capacity for one referral for this period. Contributing factors include the nature of it being a voluntary program and waitlists.

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP	0	0	0	0	0
STSJP-RTA	0	0	0	0	0

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.  
 Detention stays are typically 1-20 days. Lengths of stay for this program in the past was less than the maximum stay of detention remands.

6. Will this program's outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)  Partially  No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?  
 N/A

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:  
 N/A

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?  
 N/A

**Program 2 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	1	0	1
STSJP-RTA	0	0	0	0	0	0
Total	0	0	0	1	0	1

**PROGRAM 3**

**A. Program 3 Contact Information**

Program 3 Name: KMG Monitoring Services, LLC

Operating Agency: Saratoga County Probation Department

Program Mailing Address: 9 Cranberry Lane

Address Line 2:

City: Queensbury State: **NY** ZIP Code:

Program Contact's Name: Michael Gray Title: Proprietor

Phone: (518) 744-7282 Ext: Email: kmgmonitoring@gmail.com

**B. Program 3 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:  
All Saratoga County zip codes.

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

The electronic monitoring program will provide Judges with an alternative to detention and will allow the youth to maintain involvement in their family system; to participate in individual and family services to address identified issues; to continue their educational program at their home school; and to continue any religious/cultural observations.

5. Is the program capable of being replicated across multiple locations?  Yes  No

**C. Program 3 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	2	0	0	2
STSJP-RTA	0	0	0	0	0	0
Total	0	0	2	0	0	2

3. Based on the program's record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

It has always been difficult to base being over or under capacity (for this particular program) relative to the "number of youth being served" as this program allows for 300 days of electronic monitoring per year, regardless of the number of youth that use the 300 day allotment. While two youth utilized this program, those same two youth only utilized a total of 16 out of 300 possible budgeted electronic monitoring days, which is under capacity for allotted days. It should be noted that the number of youth served by the program did decrease by 1. Our county presentment agency has increased communication with the Attorneys for the Child prior to Court appearances. More cases are being resolved without the use of detention/electronic monitoring during those discussions. For this reason, it is likely that we will be under capacity in the future, both in the number of youth served, and the number of allotted days utilized.

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP	0	0	8	0	0
STSJP-RTA	0	0	0	0	0

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

The average length of stay for this program, 8 days, is less than we would expect for youth that have pending Family Court matters, which may also include pending pre-dispositional investigations and evaluations. Of course detention remands statutorily speed up the process and are typically comparable time-wise (10-20 days) to the length of stay with this ATD program, though this ATD program continues to be much more cost effective and allows the youth to remain at home to accomplish identified goals.

6. Will this program's outcomes meet the PY 2022-2023 projected goals by 9/30/2023?

Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?

(b) How will they be met?

N/A

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?

(b) Please describe any contributing barriers:

N/A

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

N/A

**D. Program 3 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	5	0	0	5
STSJP-RTA	0	0	0	0	0	0
Total	0	0	5	0	0	5

<b>PROGRAM</b>	<b>4</b>																					
<b>A. Program 4 Contact Information</b>																						
Program 4 Name: Berkshire Farm Center and Services for Youth-Stepping Stones																						
Operating Agency: Saratoga County Probation Department																						
Program Mailing Address: 13640 Route 22																						
Address Line 2:																						
City: Canaan	State: <b>NY</b>																					
Zip Code:																						
Program Contact's Name: Brain Parchesky	Title: CEO																					
Phone: (518) 346-6201	Ext.: ( )																					
Email: BParchesky@BerkshireFarm.Org																						
<b>B. Program 4 Description and Target Population</b>																						
<p>1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>																						
<p>2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9d9e9;"> <th style="width: 10%;">STSJP</th> <th style="width: 10%;">STSJP-RTA</th> <th style="width: 80%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Prevention (P)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Early Intervention (EI)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Alternative to Placement (ATP)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Reentry/Aftercare (R/A)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Indirect Services</td> </tr> </tbody> </table> <p><b>*Note:</b> If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.</p>		STSJP	STSJP-RTA		<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)	<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)	<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)	<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)	<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services
STSJP	STSJP-RTA																					
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)																				
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)																				
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)																				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)																				
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)																				
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services																				
<p>3. Please list the ZIP codes this program will target:</p> <p>All Saratoga County zip codes</p>																						
<p>4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the <i>STSJP Annual Plan Development Guide</i> for additional guidance.)</p> <p>The Stepping Stones Program is an alternative to Placement Program designed to reduce the County's need to place youth (ages 7-18) that are at risk for out of home placements. Stepping Stones requires a partnership with the County, Family Court, educational systems, law enforcement, and other county designated agencies/parties. The partnership between Berkshire Farm's Family Specialists and the youth/family is an effort to keep children safe at home while addressing a variety of youth/family issues.</p>																						
<p>5. Is the program capable of being replicated across multiple locations?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>																						
<b>C. Program 4 Performance History (Refer to your municipality's STSJP data files.)</b>																						

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.  
 None (If none, skip to section D.)     STSJP     STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	10	0	10
STSJP-RTA	0	0	0	0	0	0
Total	0	0	0	10	0	10

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:  
 While these ATP typically remain at capacity, program staffing issues have caused waitlists which have impacted our ability to serve the projected capacity. We are in the process of hiring and hope to have a full staff of Family Specialists to serve a larger number of youth/families.

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP	0	0	0	144	0
STSJP-RTA	0	0	0	0	0

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.  
 The average length of stay, 144 days, is approximately a 5 month period. The average length of a Family Court Ordered residential placement is 1 year. Use of this program still costs less than detention/residential placement, and allows the youth to accomplish goals while residing in the community. This year's average is less than the previous year's average affected by the staffing shortages and waitlists during COVID.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?  
 N/A

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:  
 N/A

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?  
 N/A

**D. Program 4 Service Projections for PY 2023-2024**



1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP	0	0	0	36	0	36
STSJP-RTA	0	0	0	0	0	0
Total	0	0	0	36	0	36

<b>PROGRAM</b>	<b>5</b>
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**A. Program 5 Contact Information**

Program 5 Name:		
Operating Agency:		
Program Mailing Address:		
Address Line 2:		
City:	State: <b>NY</b>	Zip Code:
Program Contact's Name:		Title:
Phone: (    )	Ext.: (    )	Email:

**B. Program 5 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes     No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?     Yes     No

**C. Program 5 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)     STSJP     STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program's record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program's outcomes meet the PY 2022-2023 projected goals by 9/30/2023?

- Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?

(b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?

(b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**D. Program 5 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 6**

**A. Program 6 Contact Information**

Program 6 Name: \_\_\_\_\_

Operating Agency: \_\_\_\_\_

Program Mailing Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: **NY** Zip Code: \_\_\_\_\_

Program Contact's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Ext.: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**B. Program 6 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target: \_\_\_\_\_

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**C. Program 6 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?

Yes. (If yes, skip to section D.)       Partially       No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**D. Program 6 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 7**

**A. Program 7 Contact Information**

Program 7 Name: \_\_\_\_\_

Operating Agency: \_\_\_\_\_

Program Mailing Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: **NY** Zip Code: \_\_\_\_\_

Program Contact's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Ext.: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**B. Program 7 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.  
 Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target: \_\_\_\_\_

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**C. Program 7 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.  
 None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program's record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program's outcomes meet the PY 2022-2023 projected goals by 9/30/2023?

Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?

(b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?

(b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**D. Program 7 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 8**

**A. Program 8 Contact Information**

Program 8 Name: \_\_\_\_\_

Operating Agency: \_\_\_\_\_

Program Mailing Address: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: _____	State: <b>NY</b>	Zip Code: _____
Program Contact's Name: _____	Title: _____	
Phone: ( ) _____	Ext.: ( ) _____	Email: _____

**B. Program 8 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes     No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target: \_\_\_\_\_

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?     Yes     No

**C. Program 8 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)     STSJP     STSJP-RTA



2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program's record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program's outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**D. Program 8 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 9**

**A. Program 9 Contact Information**

Program 9 Name:

Operating Agency:

Program Mailing Address:

Address Line 2:

City: State: **NY** Zip Code:

Program Contact's Name: Title:

Phone: ( ) Ext.: ( ) Email:

**Program 9 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**Program 9 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**Program 9 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 10**

**A. Program 10 Contact Information**

Program 10 Name:

Operating Agency:

Program Mailing Address:

Address Line 2:

City: State: **NY** Zip Code:

Program Contact's Name: Title:

Phone: ( ) Ext.: ( ) Email:

**Program 10 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**Program 10 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?

- Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?

(b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?

(b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**Program 10 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 11**

**A. Program 11 Contact Information**

Program 11 Name:

Operating Agency:

Program Mailing Address:

Address Line 2:

City:	State: <b>NY</b>	Zip Code:
Program Contact's Name:	Title:	
Phone: ( )	Ext.: ( )	Email:

**Program 11 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.

Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**Program 11 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.

None (If none, skip to section D.)  STSJP  STSJP-RTA

2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**Program 11 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PROGRAM 12**

**A. Program 12 Contact Information**

Program 12 Name:

Operating Agency:

Program Mailing Address:

Address Line 2:

City: State: **NY** Zip Code:

Program Contact's Name: Title:

Phone: ( ) Ext.: ( ) Email:

**Program 12 Description and Target Population**

1. A Family Support Services (FSS) program may ONLY serve youth at risk of becoming, alleged to be, or adjudicated as PINS; or children under 12 years of age who do not meet the definition of a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). This program meets the legal definition of an FSS program (Social Services Law Section 458-m) and will operate in this capacity for PY 2023-2024.  
 Yes  No

2. Please check all applicable boxes below to identify the service types that will be utilized for this program in PY 2023-2024:

STSJP	STSJP-RTA	
<input type="checkbox"/>	<input type="checkbox"/>	Prevention (P)
<input type="checkbox"/>	<input type="checkbox"/>	Early Intervention (EI)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Detention/Pre-Dispositional Placement (ATD/ATPDP)
<input type="checkbox"/>	<input type="checkbox"/>	Alternative to Placement (ATP)
<input type="checkbox"/>	<input type="checkbox"/>	Reentry/Aftercare (R/A)
<input type="checkbox"/>	<input type="checkbox"/>	Indirect Services

**\*Note:** If you indicated this program will operate as an FSS, it cannot provide STSJP-RTA services under this program. Additionally, children under 12 years of age who do not meet the definition of either a PINS or a JD and whose behavior, but for their age, would bring them within the jurisdiction of the family court under Article 3 of the FCA, may only be served through the Prevention and Early Intervention service domains.

3. Please list the ZIP codes this program will target:

4. Describe the program, including how it is family focused. If you answered "Yes" to Q.1. Family Support Services program, be sure to demonstrate how your program meets each requirement of the legislation. Also, please explain how each of the service types selected in Q.2. will address the unique needs of youth at that system point, and how those services will aid in the reduction of youth detained and residentially or otherwise placed. If you selected Indirect Services, please list them. (Please refer to the *STSJP Annual Plan Development Guide* for additional guidance.)

5. Is the program capable of being replicated across multiple locations?  Yes  No

**Program 12 Performance History (Refer to your municipality's STSJP data files.)**

1. What, if any, funding did this program receive in PY 2022-2023? If the program was approved in PY 2022-2023 but was not implemented or is anticipated to serve no youth, please choose None.  
 None (If none, skip to section D.)  STSJP  STSJP-RTA



2. Please use the table to record **how many youth (#) were served** by the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

3. Based on the program’s record of youth served, do you anticipate this program serving more or less than its projected capacity on 9/30/2023? Please explain:

4. Please use the table to record the **average length of service (days)** for youth who exited the program between 10/1/2022 and 3/31/2023. Enter zero (0) if not applicable.

Approved Funding	Program Type				
	P	EI	ATD/ATPDP	ATP	R/A
STSJP					
STSJP-RTA					

5. How does the average length of service compare to what you would expect for that service type? For ATD/ATPDP and ATP service types, compare with the average length of stay for youth who were in detention and residential placements during the same time period.

6. Will this program’s outcomes meet the PY 2022-2023 projected goals by 9/30/2023?  
 Yes. (If yes, skip to section D.)     Partially     No

7. (a) What outcomes are on track to meet the goals set for PY 2022-2023?  
 (b) How will they be met?

8. (a) What outcomes are not on track to meet the goals set for PY 2022-2023?  
 (b) Please describe any contributing barriers:

9. What changes have been made to overcome the barriers identified in Q.8. so that the program can achieve its desired goals for PY 2023-2024?

**Program 12 Service Projections for PY 2023-2024**

1. Please use the table to indicate the **projected number of youth to be served** by the program for PY 2023-2024. Enter zero (0) if not applicable.

Approved Funding	Program Type					Total
	P	EI	ATD/ATPDP	ATP	R/A	
STSJP						
STSJP-RTA						
Total						

**PART III – Goals for PY 2023-2024**

Please set the municipality’s goals for its programs to achieve in PY 2023-2024. State-required outcomes have been included with space for you to identify which programs in **Part II-Program Level Details** will serve youth within each service domain. Goals are focused by service type and should reflect the percentage of youth expected to achieve the outcome described. **Note:** Outcomes are only recorded for youth once they have left the program; this may represent a subset of all the youth served during the period. Goals should reflect high, yet realistic, expectations for the programs.

**Prevention**

(Programs  1  2  3  4  5  6  7  8  9  10  11  12  N/A)

STSJP	STSJP RTA	Outcomes
%	%	of youth will have no PINS referrals during service engagement
%	%	of youth will have no trancies during service engagement
%	%	of youth will have no school suspensions during service engagement
%	%	of youth will have no arrests or probation intakes during service engagement
%	%	of youth will be able to identify at least one accessible, positive adult connection
%	%	of youth will be engaged in at least one positive community activity
%	%	of youth will comply with program rules
%	%	of youth will attend at least 90% of programming

If goal is set below 70% for any outcome please explain:

**Early Intervention**

(Programs  1  2  3  4  5  6  7  8  9  10  11  12  N/A)

STSJP	STSJP RTA	Outcomes
%	%	of youth will have no PINS referrals during service engagement
%	%	of youth will have no trancies during service engagement
%	%	of youth will have no school suspensions during service engagement
%	%	of youth will have no arrests or probation intakes during service engagement
%	%	of youth will have their cases successfully adjusted/diverted during service engagement
%	%	of youth will be able to identify at least one accessible, positive adult connection
%	%	of youth will be engaged in at least one positive community activity
%	%	of youth will comply with program rules
%	%	of youth will attend at least 90% of programming

If goal is set below 70% for any outcome please explain:

**Alternative to Detention/Pre-Dispositional Placement**

(Programs  1  2  3  4  5  6  7  8  9  10  11  12  N/A)

STSJP	STSJP RTA	Outcomes
85 %	85 %	of youth will have no missed court appearances during service engagement
85 %	85 %	of youth will have no warrants issued during service engagement
85 %	85 %	of youth will have no arrests or probation intakes during service engagement
85 %	85 %	of youth will have no detention or jail admissions during service engagement
85 %	85 %	of PINS will have no pre-dispositional placements during service engagement
85 %	85 %	of youth will be able to identify at least one accessible, positive adult connection
85 %	85 %	of youth will be engaged in at least one positive community activity
85 %	85 %	of youth will comply with program rules
85 %	85 %	of youth will attend at least 90% of programming

If goal is set below 70% for any outcome please explain:

**Alternative to Placement**  
 (Programs  1  2  3  4  5  6  7  8  9  10  11  12  N/A)

STSJP	STSJP RTA	Outcomes
85 %	%	of youth will have no warrants issued during service engagement
85 %	%	of youth will have no arrests or probation intakes during service engagement
85 %	%	of youth will have no detention or jail admissions during service engagement
85 %	%	of PINS will have no pre-dispositional placements during service engagement
85 %	%	of youth will have no violations of probation filed during service engagement
85 %	%	of youth will have no new placements during service engagement
85 %	%	of youth will be able to identify at least one accessible, positive adult connection
85 %	%	of youth will be engaged in at least one positive community activity
85 %	%	of youth will comply with program rules
85 %	%	of youth will attend at least 90% of programming

If goal is set below 70% for any outcome please explain:

**Reentry/Aftercare**  
 (Programs  1  2  3  4  5  6  7  8  9  10  11  12  N/A)

STSJP	STSJP RTA	Outcomes
%	%	of youth will have no warrants issued during service engagement
%	%	of youth will have no arrests or probation intakes during service engagement
%	%	of youth will have no detention or jail admissions during service engagement
%	%	of PINS will have no pre-dispositional placements during service engagement
%	%	of youth will have no new placements during service engagement
%	%	of youth will have no returns to their previous placements during service engagement
%	%	of youth will be able to identify at least one accessible, positive adult connection
%	%	of youth will be engaged in at least one positive community activity
%	%	of youth will comply with program rules
%	%	of youth will attend at least 90% of programming

If goal is set below 70% for any outcome please explain:

<b>PART IV – FUNDING</b>							
<b>A. Anticipated Program Expenses and Funding Distribution</b>							
<b>Program Name and Service Types</b>	<b>STSJP</b>						<b>STSJP-RTA</b>
	<b>Detention Allocation Shifted</b>	<b>Approved Rollover</b>	<b>PY23-24 STSJP Allocation</b>	<b>Total Expenses (100%)</b>	<b>Local Share (38%)</b>	<b>State Share (62%)</b>	<b>State Share (100%)</b>
<b>1</b> Berkshire Farm Center & Services for Youth-Enhanced Stepping Stones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,880.00
Prevention							
Early Intervention							
ATD/ATPDP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,880.00
ATP							
Reentry/Aftercare							
Indirect							
<b>2</b> Captain Youth Shelter	\$0.00	\$0.00	\$310.00	\$500.00	\$190.00	\$310.00	\$0.00
Prevention							
Early Intervention							
ATD/ATPDP							
ATP			\$310.00	\$500.00	\$190.00	\$310.00	\$0.00
Reentry/Aftercare							
Indirect							
<b>3</b> KMG Monitoring Services, LLC	\$0.00	\$0.00	\$8,370.00	\$13,500.00	\$5,130.00	\$8,370.00	\$0.00
Prevention							
Early Intervention							
ATD/ATPDP	\$0.00	\$0.00	\$8,370.00	\$13,500.00	\$5,130.00	\$8,370.00	\$0.00
ATP							
Reentry/Aftercare							
Indirect							
<b>4</b> Berkshire Farm Center & Services for Youth Stepping Stones	\$65,119.04	\$0.00	\$51,312.00	\$187,792.00	\$71,360.96	\$116,431.04	\$0.00
Prevention							
Early Intervention							
ATD/ATPDP							
ATP	\$65,119.04	\$0.00	\$51,312.00	\$187,792.00	\$71,360.96	\$116,431.04	\$0.00
Reentry/Aftercare							
Indirect							

<b>5</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							

Program Name and Service Types	STSJP						STSJP-RTA
	Detention Allocation Shifted	Approved Rollover	PY23-24 STSJP Allocation	Total Expenses (100%)	Local Share (38%)	State Share (62%)	State Share (100%)
<b>6</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>7</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>8</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>9</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>10</b>							
Prevention							
Early Intervention							

ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							

Program Name and Service Types	STSJP						STSJP-RTA
	Detention Allocation Shifted	Approved Rollover	PY23-24 STSJP Allocation	Total Expenses (100%)	Local Share (38%)	State Share (62%)	State Share (100%)
<b>11</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>12</b>							
Prevention							
Early Intervention							
ATD/ATPDP							
ATP							
Reentry/Aftercare							
Indirect							
<b>► Sum of Program Totals:</b>	\$65,119.04	\$0.00	\$59,992.00	\$201,792.00	\$76,680.96	\$125,111.04	\$110,880.00

B. STSJP Reimbursement Summary	
STSJP Allocation Amount	\$59,992.00
Locally Approved Amount of PY 2023-2024 STSJP Allocation	\$59,992.00
Approved Detention Allocation Shifted	\$65,119.04
Approved Rollover Amount	\$0.00
<b>Total Approved for State Reimbursement</b>	<b>\$125,111.04</b>

C. STSJP-RTA Reimbursement Summary	
STSJP-RTA Approved Plan Amount	\$110,880.00
<b>Total Approved for State Reimbursement</b>	<b>\$110,880.00</b>

**PART V – PLAN APPROVAL**

**A. Municipality Level Approval – Chief Executive/Administrative Official**

As STSJP Lead for Saratoga County, I certify that the Chief Executive/Administrative Official, [Name and Title] Theodore T. Kusnierz Jr., Chairman - Saratoga County Board of Supervisors, has reviewed and approved the 2023-2024 STSJP Plan.

User ID: 41a282	Print Name: Patrick Maxwell	Date: 8/29/2023
<b>B. State Level Approval – OCFS Program Reviewer</b>		
As OCFS STSJP reviewer, I certify that I approve of this STSJP plan for Choose an item. for 2023-2024.		
User ID: IT0911	Print Name: Lynn Tubbs	Date: 9/29/2023