



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

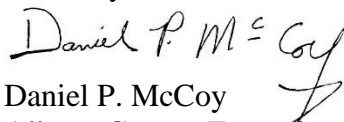
Subject: Authorization to enter into a grant contract with Trinity Alliance

Dear Chairwoman Cunningham:

Management & Budget is requesting permission to enter into a contract with Trinity Alliance to spend their 2024 Albany County Law Enforcement Assisted Diversion (L.E.A.D.) funding allocation of \$120,000. Sub awardees have until the end of 2025 per their contracts with the County to spend down funds and therefore the funding needs to be present in the County budget in 2025.

If you should have any questions, please do not hesitate to contact me.

Sincerely,


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6098, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Date: October 30, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Trinity Alliance 15 Trinity Place Albany, NY

Term: (Start/end date or duration) January 1, 2024 - December 31, 2025
Amount/Raise Schedule/Fee: \$120,000

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
 Anticipated in Budget: Yes No
 Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line:

Revenue Amount: Enter text.
Appropriation Account and Line: A.4310.44092.10000
Appropriation Amount: \$120,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes No

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: n/a

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Management & Budget is requesting permission to enter into a contract with Trinity Alliance to spend their 2024 Albany County Law Enforcement Assisted Diversion (L.E.A.D.) funding allocation of \$120,000. Trinity Alliance handles the case

management and community engagement services related to L.E.A.D. partners.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND TRINITY ALLIANCE OF THE CAPITAL REGION
FOR PROJECT MANAGEMENT HOST AGENCY SERVICES
AND COMMUNITY ENGAGEMENT SERVICES
FOR ALBANY LAW ENFORCEMENT ASSISTED DIVERSION INITIATIVE

CONTRACT NO. 2023-1032

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Trinity Alliance of the Capital Region, a registered New York corporation, with its principal place of business located at 15 Trinity Place, Albany, New York 12202 (hereinafter, the "[C]onsultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, the County issued a Request for Proposals (hereinafter "RFP") seeking the services of a professional to fulfill the role of project management host agency and community engagement partner; and,

WHEREAS, the Consultant submitted a proposal dated April 15, 2023 to provide the aforementioned services; and,

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

WHEREAS, the County has included \$60,000 in its 2023 Adopted Budget for LEAD funding; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the LEAD MOU, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the

LEAD MOU; and 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 Consistent and together with the RFP and proposal, the Consultant serves as the host agency for Albany LEAD project managers in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management. As community outreach and engagement partner, the Consultant shall work collaboratively in the City of Albany with the Albany LEAD policy Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. The Consultant shall demonstrate a commitment to LEAD principles, including provision of services that are trauma-informed and based on the harm reduction concept, client participation on a voluntary basis, advancement of racial equity, collaboration among and accountability to stakeholders and the community and cultural competence. The Consultant shall participate in the Albany LEAD PCG as an advisory non-voting member.

2.2 In addition to the Scope of Services described in Paragraph 2.1, the Consultant shall provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP and the Addenda.

2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the “extra service(s)”) unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement, shall be in accordance with proposers cost proposal, and shall include all expenses incurred providing the services, and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance .

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Department of Mental Health. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2023, and shall continue in effect through December 31, 2024. The Agreement may be renewed if funding permits..

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.1.3 The County may terminate the Agreement if the Federal funding for this program is discontinued.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that services/work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall

promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures contained/described in the RFP.

27.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

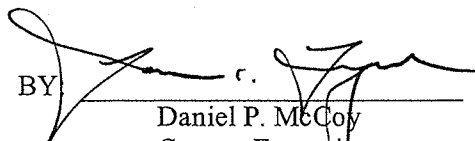
27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

27.5 The County shall bear no responsibility other than that set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 9/7/2023

BY: 

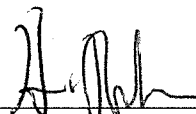
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

TRINITY ALLIANCE OF THE
CAPITAL REGION

DATED: 8/9/23

BY: 

Name

CEO

Title

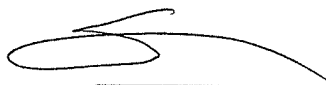
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

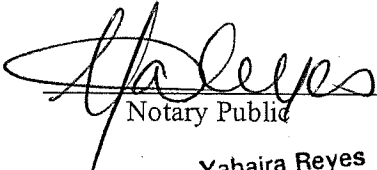
On the 8th day of September, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 9th day of August, 2023, before me, the undersigned, personally appeared James Berlander, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
Yahaira Reyes
Notary Public, State of New York
Qualified in Albany County
No. 01RE6341873
Commission Expires May 16, 2024

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

Albany LEAD Budget, September 2023 through 2025: Summary

EXPENSES			
Function	<u>2023 (Sept-Dec)</u>	<u>2024</u>	<u>2025</u>
Case Management	128,227	460,852	489,591
Project Management	93,065	251,472	258,204
Clinical Support Initiative, ACDMH	-	175,000	181,000
Community Engagement	-	87,252	89,627
Albany County Performance Reporting	10,080	10,382	10,694
Evaluation and Research*	20,000	83,000	83,000
TOTAL EXPENSES (excluding in-kind)	251,372	1,067,959	1,112,116

RESOURCES			
Source	<u>2023 (Sept-Dec)</u>	<u>2024</u>	<u>2025</u>
2020 COSSAP Grant	30,000	55,000	-
2022 COSSAP Grant**	30,080	323,222	274,694
2022 New York State Grant	79,850	200,150	
2023 New York State Grant		253,675	
Albany County Support	60,000	120,000	-
City of Albany Support***	33,000	21,000	-
NYS Health Department/Bridge Clinic Grant	18,442	73,000	73,000
TOTAL	251,372	1,046,047	347,694

PROJECTED SURPLUS OR (GAP)			
	<u>2023 (Sept-Dec)</u>	<u>2024</u>	<u>2025</u>
Gap (excluding cost of in-kind services)	0	(21,912)	(764,422)

Notes:

Additional information on available resources is expected to eliminate projected gap of \$21,915 for 2024.

*Evaluation/research expenses during 2023 estimated; work may continue into 2026.

**The 2022 COSSAP Grant totals \$1.26 million, of which \$308,000 is tentatively budgeted for expansion jurisdictions.

***We anticipate applying for a third year of City of Albany CDBG funds for 2024.

Proposed Uses of 2023 New York State Legislative Grant

Case Management, Albany	179,129
Case Management, Cohoes-Watervliet	37,309
Catholic Charities Care Coordination Services Total	216,438
Project Management, Albany	51,384
Community Engagement, Albany	23,162
Project Management, Cohoes-Watervliet	9,016
Trinity Alliance Total	83,562
Total, 2023 New York State Legislative Grant	1 300,000



**Funding proposal: Law Enforcement Assisted Diversion
in the Cities of Albany, Cohoes and Watervliet**
December, 2023

Summary: Services, not arrests

Law Enforcement Assisted Diversion (LEAD) is an alternative to the traditional criminal legal system. It provides harm reduction-based case management support for people who otherwise may be arrested for behaviors related to mental health, substance use, homelessness or poverty.

This initiative to reform policing practices and improve human services is now in its 8th year in the City of Albany, and in 2023 expanded to the cities of Cohoes and Watervliet. LEAD operates with support from New York State, federal grants, and contributions from Albany County and the City of Albany. Sustained financial support from New York State is necessary to continue and enhance Albany LEAD's work, to further improve services to vulnerable residents, and to more effectively drive positive change in the criminal justice system.

The New York State Assembly has secured grants of \$300,000 for Albany LEAD in the State budgets for fiscal year 2022-23 and again for 2023-24. We respectfully request a third year of such funding in the 2024-25 New York State budget to support ongoing operation of LEAD in Albany, Cohoes and Watervliet. Because more than 40 percent of projected spending in 2024 is supported by time-limited federal grants, we request consideration of longer-term State support as well. Recurring State funding would play an important role in assuring ongoing sustainability of LEAD and provide a secure financial foundation that, in turn, may help facilitate future grants from federal government agencies and/or private sources.

Background

Albany LEAD is a partnership among the Mayor of the City of Albany, the Albany County Executive, Albany Police Department, Albany County District Attorney, Center for Law and Justice, and the Central District Management Association. The County Executive's and District Attorney's offices also work with the Mayors and Chiefs of Police in Cohoes and Watervliet to oversee LEAD in those cities. Case management for clients in all three jurisdictions is provided by Catholic Charities Care Coordination Services. LEAD also works closely with other social services organizations such as Joseph's House and St. Catherine's Homeless Services to strategize the most effective supports to address individual clients' needs. The LEAD Operational Work Groups for Albany, Cohoes and Watervliet bring case managers together with operational partners in the Albany County Departments of Mental Health, Probation and Social Services as well as the Albany County District Attorney's Office, Public Defender's and Alternative Defender's offices, and the three police departments to drive solutions for individual LEAD clients on an ongoing basis.

As of December 2023, more than 400 individuals have been referred to LEAD in the three jurisdictions. Albany LEAD has produced 377 referrals through pre-arrest diversions by Albany Police or social contact referrals (outside the context of an immediate arrest situation).

Implementation of LEAD in Cohoes and Watervliet, begun in August 2023, has resulted in 26 referrals to date.

Most LEAD clients are homeless at the time of diversion and/or have experienced substance abuse or a mental health diagnosis. In the third quarter of 2023, Albany LEAD case managers directly served 118 clients. The most common services related to housing, assistance or accompaniment with legal concerns, hospital followups, access to substance use, medical or mental health treatment, transportation, and receipt of food assistance and other public benefits. Over the course of a year, the number of clients engaged is higher, with 181 Albany LEAD clients served in 2022.

A new street-based clinical treatment initiative serving LEAD clients is expected to be underway early in 2024. This initiative reflects the reality that, for many individuals who experience severe challenges with mental illness and substance use, traditional treatment settings may not be effective. The street-based initiative is funded for two years as part of a \$1.26 million grant to Albany County from the U.S. Justice Department. The grant is also supporting a three-year program of evaluation by researchers at the University at Albany School of Public Health, expansion to the new jurisdictions, and increased data analysis across the initiative.

In September 2023, LEAD project management moved to Trinity Alliance of the Capital Region, which will also provide community engagement services for the initiative in the City of Albany.

Funding for Albany LEAD

Preliminary budget estimates for 2024 project total expenditures of just over \$1.2 million among the three LEAD jurisdictions in Albany County. Case management services represent close to half of the total, with other major expenditures for project management, the new clinical services initiative, evaluation/data analysis, and community engagement.

Expenditures in 2024 will be supported primarily by funds remaining from a 2020 federal COSSAP grant; the additional \$1.26 million federal grant mentioned above; State funding secured by the New York State Assembly in 2022 and 2023; and funding from Albany County and the City of Albany. Each of these funding sources is temporary in nature. A significant budget gap is projected for 2025 LEAD operations, due primarily to the phasing down of the 2020 federal grant and uncertainty regarding other major funding.

Continued support from New York State is needed to ensure that LEAD can continue to reform practices in the criminal justice system and serve individuals who experience homelessness, substance use and mental illness in the City of Albany and other jurisdictions within Albany County. State funding that is recurring, would play an important role in providing a secure financial foundation that in turn may help facilitate future grants from federal government agencies and/or private sources.

For further information, contact Albany LEAD Co-Project Managers:

Robert Ward – r.ward@ta-cr.org, 518-795-0737

Jennie Huling – j.huling@ta-cr.org; 518-618-2462