

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CATHOLIC CHARITIES DIOCESAN AIDS SERVICES D/B/A
CATHOLIC CHARITIES CARE COORDINATION SERVICES
RE OPIOID SETTLEMENT FUND COMMUNITY GRANT
TO EXPAND AND SUPPORT THE LAW ENFORCEMENT ASSISTED DIVERSION
(LEAD) PROGRAM

CONTRACT NO. 2024-1999

This Agreement is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Catholic Charities Diocesan Aids Services D/B/A Catholic Charities Care Coordination Services, with a principal place of business located at 100 Slingerland Street, Albany 12202 hereinafter, the "Grantee," 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 received Opioid Settlement Regional Abatements funding, and the Albany County Mental Health Department (hereinafter, the "ACMH") has developed priorities for the allowable program uses of said funding for the first round of community grants (hereinafter, the "OSF program funding"); and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a request for proposals regarding the OSF program funding, said request having been designated RFP #2024-010, issued on January 29, 2024, and published on February 1, 2024 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued seven addenda to the RFP, the first on February 2, 2024 (hereinafter, the "Addendum #1"), the second on February 9, 2024 (hereinafter, the "Addendum #2"), the third on February 13, 2024 (hereinafter, the "Addendum #3"), the fourth on February 14, 2024 (hereinafter, the "Addendum #4"), the fifth on February 16, 2024 (hereinafter, the "Addendum #5"), the sixth on February 27, 2024 (hereinafter, the "Addendum #6"), and the seventh on February 29, 2024 (hereinafter, the "Addendum #7," and together with Addendum #1 through Addendum #6, may be referred to herein as the "Addenda"); and

WHEREAS, the Grantee submitted a proposal on March 6, 2024 (hereinafter, the "Proposal") seeking a portion of the funding to purchase supplies, add a certified recovery peer advocate to the Law Enforcement Assisted Diversion (LEAD) program and to sustain administrative positions whose funding has ended; and

WHEREAS, the County has accepted the Proposal of the Grantee as an appropriate expenditure of a portion of the OSF program funding, and ACMH has provided a Notice of Award to the Grantee dated June 7, 2024, describing the approved project; and

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

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

ARTICLE 1. USAGE OF PROGRAM FUNDING

1.1 Using the funding the County will provide pursuant to Article 4 below, the Grantee shall implement the approved project, in accordance with the provisions, terms and conditions described in the RFP, and consistent with the Addenda.

1.2 While implementing the approved project, the Grantee shall comply with all of the agreed-upon data collection and reporting requirements described in Schedule A, attached hereto and made a part hereof.

1.3 The Grantee shall maintain regular email/phone contact with the ACMH to ensure barriers to implementation are quickly identified and resolved, and so that project achievements are recognized.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon execution of the Agreement by the parties and shall continue in effect through June 30, 2025. There is no renewal term available.

ARTICLE 3. PAYMENT OF PROGRAM FUNDING

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Grantee agrees to accept, an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$175,000.00) DOLLARS, as full compensation for under this Agreement.

3.2 Payment shall be made to the Grantee by the County upon the submission of a properly executed Albany County Claim Form, plus all supporting documentation, including any receipts and invoices, to the ACMH, and after review and approval by the County of the claim form.

ARTICLE 4. INDEMNIFICATION

The Grantee shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the program funding rendered by the County in relation to this Agreement, as a result of any negligence of the Grantee, its employees and/or agents.

ARTICLE 5. INSURANCE

The Grantee 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 B 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. The Grantee shall provide thirty (30) days written notice to the County of any insurance policy cancellation or change.

ARTICLE 6. 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.

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

COUNTY OF ALBANY

DATED: 7/1/24

BY: 

Daniel P. McCoy
County Executive

or

Michael P. McLaughlin
Deputy County Executive

CATHOLIC CHARITIES DIOCESAN
AIDS SERVICES D/B/A CATHOLIC
CHARITIES CARE COORDINATION
SERVICES

DATED: 6/26/2024

BY: 

Name: Candace Ellis

Executive Director
Title:

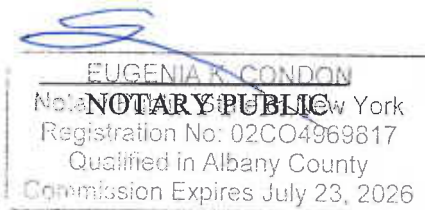
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, 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 1st day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, 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.



STATE OF New York)
COUNTY OF Albany) SS.:

On the 26th day of June, 2024, before me, the undersigned, personally appeared Candace Ellis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC

SUSAN E. COFER
Notary Public, State of New York
Registration #01CO6380185
Qualified in Albany County
Commission Expires 09/04/2026

SCHEDULE A
REPORTING REQUIREMENTS

Required Data Collection Elements

Start-up

- Provide updates on the hiring process
- Trainings received
- Supplies purchased
- Development of the community education strategies

Ongoing Data Collection

- Number of clients served (Care Manager and Peer caseloads weekly average)
- Percentage of clients who engage in services after being referred or diverted
- Monthly average length of stay of clients receiving Peer Support and Care Management
- Community education events (date, topic, location, attendance, evaluations)
- Publications and harm reduction materials distributed

Reporting Requirements

- During Start-up, provide monthly status reports by email. These can be brief updates on the progress towards implantation that has been made in the last month.
- Once the project is up and running, please report monthly data summaries on a quarterly basis.

SCHEDULE B
INSURANCE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
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.