CONTRACTS & AGREEMENTS COMMITTEE PACKET

WEDNESDAY, NOVEMBER 4, 2026

COMMITTEE	RESOLUTION	TITLE
C/H/B/R	G/6	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION ADMINISTRATION GRANT PROGRAM – DEPARTMENT OF HEALTH Motion Made By: Seconded By: In favor: Opposed: Notes:
C/P/B/R	G/7	RESOLUTION AUTHORIZING AN AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/8	RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS –VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
C/J/B/R	G/9	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: In favor: Opposed:

		Notes:
SS/C/B/R	**G/10**	**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/J/B/R	**G/11**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
SS/C/B/R	**G/12**	**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/PW/B/R	**G/15**	**RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND - HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:**

		Notes:
C/PW/B/R	**G/16**	**RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/PW/B/R	**G/17**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
Per/C/B/R	**G/18**	**RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF EMPLOYMENT AND TRAINING** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
SS/C/B/R	**G/19**	**RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR**
SS/C/B/R	**G/20**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH**

		Motion Made By: **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/B/R	**G/21**	**RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMENT FOR TYLER TECHNOLOGIES, INC. – BUREAU OF FINANCE** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
SS/C/B/R	**G/23**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/J/B/R	**G/25**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE SHERIFF** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
C/J/B/R	**G/26**	**RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR THE RENSSELAER COUNTY CORRECTIONAL FACILITY INMATE MANAGEMENT SYSTEM – OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **In favor:**

		Opposed: **Notes:**
C/B/R	**G/31**	**RESOLUTION AUTHORIZING EXTENSION OF AN AGREEMENT WITH NTS DATA SERVICES, LLC – BOARD OF ELECTIONS** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Ashley, Patire, Nichols

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/6

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION ADMINISTRATION GRANT PROGRAM – DEPARTMENT OF HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County Department of Health ("RCDOH") is in receipt of a grant award from the New York State Department of Health ("NYSDOH") for the Early Intervention Administration Grant Program in the amount of $465,625.00, in annual installments of $93,125.00, for the period of October 1, 2026 through September 30, 2031; and

WHEREAS, Rensselaer County must provide appropriate intervention to improve child and family development; and

WHEREAS, This program is essential for identifying and coordinating services for infants and toddlers residing in Rensselaer County whose healthy development is compromised and is fully funded by State monies and will produce no fiscal impact on Rensselaer County; and

WHEREAS, Should the needs of the RCDOH change, the grant budget would be modified as required by the NYSDOH Bureau of Family Health, Early Intervention Administration; and

WHEREAS, It is anticipated that the portion of this funding to be received within 2026 will total $22,937.00, and since this funding will offset already budgeted salary and fringe of incumbent Department personnel working on this program, the RCDOH 2026 budget will not be amended; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: RESOLUTION ACCEPTING GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION GRANT

Requested by: HEALTH DEPARTMENT

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 0.00 current year
   $0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 465,625.00 and length of time state funding is available October 1, 2026 through September 30, 2031. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____

4) Length of expense or project (one time only, ongoing, etc.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:_____
   This program is essential for identifying and coordinating services for infants and toddlers whose healthy development is compromised who reside in Rensselaer County and is 100% reimbursed.

Department Head

Leonard F. Claus Jr.

NEW YORK STATE | Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

September 2, 2026

Steven F McLaughlin, County Executive
Rensselaer County
99 Troy Road
East Greenbush, NY 12061

Re: - C42726GM - Rensselaer County - Early Intervention Administration Program–(EI Admin) – Award-Request for Offline Budget

Dear Steven F McLaughlin,

Congratulations! I am pleased to inform you that an award for Rensselaer County has been specified regarding the above referenced initiative.

The full award amount is **$465,625** for the anticipated contract period of 10/1/2026-9/30/2031. The annual award amount of **$93,125** is for the anticipated first contract period of 10/1/2026 -9/30/2027. Final grant awards are contingent on the review and approval of the Office of the State Comptroller (OSC).

At this time, please complete and submit the attached offline budget document for **period 1 10/1/2026 – 9/30/2027**. Once this is reviewed, approved, and uploaded by the New York State Department of Health, the contract will be submitted to you for review and approval in the New York Statewide Financial System (SFS).

Helpful resources to assist you in that process can be found in the attached Budget Guidance documents as well as on slide 40 of the attached Information to Support Grantees document.

The steps/timeframes described below are based on approval of past contracts and are subject to change.

Required Process Step*	Responsible	Complete By
Complete and Submit Offline Budget Document to Tiara Hurd at Tiara.Hurd@health.ny.gov	Vendor	Monday, September 14, 2026
Program and Contract Managers Review and Approval	State Agency	Thursday, September 17, 2026
Contract Review 1 thru 3 – (Offline budgets reviewed, request for edits, entered in SFS, Internal Reviews)	State Agency	Thursday, October 1, 2026
Vendor Approval	Grant Contract Approver	Thursday, October 8, 2026
Contract Package Validation –all internal agency approvals	State Agency	Tuesday, October 13, 2026
Agency Approval	State Agency	Tuesday, October 20, 2026
To Attorney General (AG) and Bureau of Contracts (BOC)	State Agency	Friday, November 6, 2026

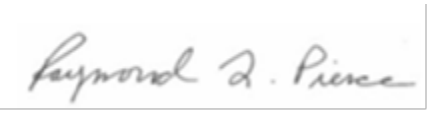
Final approval by OSC. Contract Executed before the contract start date of **10/1/2026**	OSC	Monday, November 23, 2026

Note: A separate communication will be sent shortly with subject line indicating Contractual Document Compliance. Please respond to this communication separate from this request. Documents requested as part of this request are required to advance the contract for official approvals.

We look forward to working with you on the successful implementation of the EIADMIN grant award. Offline budgets are to be submitted to your Program Manager at Tiara Hurd.

If you have any questions, or concerns before that time, please contact Tiara Hurd at (518) 473-7016 or Tiara.Hurd@health.ny.gov.

Sincerely,



Raymond Pierce, Director
Bureau of Early Intervention (BEI)
Division of Family Health

Attached:
1 Budget Proposal for Offline Budget (Excel)
2 EI Admin Program – Budget Instructions for SFS
3 SFS Grantee User Manual
- Preview a Contract Agreement (Pages 156 – 160)
- Update Contract Period Budget and Work Plan Information and Complete Review of a Contract During Collaboration (Pages 160 – 174)

4 Information to Support Grantees
5 MWBE Forms

cc: Leonard F. Claws Jr;
Ann Hansen;
Tina Van Epps;
Tiara Hurd;
Christopher Hayes

Early Intervention Administration
October 1, 2026 - September 30,2027
Contract # C-36427GG
Budget Statement and Report of Expenditures for Quarter Ending

BUDGET ITEM	ANNUAL SALARY	PERCENTAGE	# of MONTHS	BUDGETED AMOUNT
Personnel				
ECIS Worker				
Theresa Buckley 2026	$66,339.00	8.00%	3	$1,326.79
Theresa Buckley 2027	$67,666.00	8.00%	9	$4,059.96
ECIS Worker				
Deborah Scheidel 2026	$66,237.00	8.00%	3	$1,324.75
Deborah Scheidel 2027	$67,562.00	8.00%	9	$4,053.72
ECIS Worker				
Heather Dube-Rieger 2026	$66,339.00	8.00%	3	$1,326.80
Heather Dube-Rieger 2027	$67,666.00	8.00%	9	$4,059.96
Principle Clerk				
Michele Pasinella 2026	$56,526.00	30.00%	3	$4,239.40
Michele Pasinella 2027	$57,657.00	30.00%	9	$12,972.83
Diretor of Children with Special Needs				
Ann Hansen 2026	$91,703.00	30.00%	3	$6,877.73
Ann Hansen 2027	$93,537.00	30.00%	9	$21,045.83
Sr Fiscal Coordinator				
Tina Van Epps 2026	$71,795.00	5.00%	3	$897.43
Tina Van Epps 2027	$73,231.00	5.00%	9	$2,746.16
ECIS Worker				
Nicole Green 2026	$63,076.00	8.00%	3	$1,261.52
Nicole Green 2027	$64,338.00	8.00%	9	$3,860.28
ECIS Worker				

Caroline White 2026	$60,922.00	8.00%	3	$1,218.46
Caroline White 2027	$62,140.00	8.00%	9	$3,728.40
ECIS Worker				
Christine Beattie 2026	$60,922.00	8.00%	3	$1,218.45
Christine Beattie 2027	$62,140.00	8.00%	9	$3,728.40
Receptionist				
Vanessa Briggs 2026	$42,480.00	10.00%	3	$1,061.99
Vanessa Briggs 2027	$43,330.00	10.00%	9	$3,249.75
				$84,258.60
Fringe Benefits		10.52%		$8,866.40
Personnel Totals				**$93,125.00**

BUDGET ITEM
Non Personnel
Operating Expenses
Non-Personnel Totals

Statement Totals

$93,125.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Choquette, Wysocki, Sabo

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/7

RESOLUTION AUTHORIZING AN AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County, through its Bureau of Economic Development and Planning, participates in the Federal Section 5311 Operating Assistance Program for the provision of public transportation services; and

WHEREAS, Rensselaer County and Yankee Trails, Inc. previously entered into a Third-Party Agreement, Contract No. C003665, for the operation of public transportation services under the Federal Section 5311 Program for the period January 1, 2021 through December 31, 2025; and

WHEREAS, Rensselaer County and Yankee Trails, Inc. desire to enter into a Third-Party Agreement for an additional one (1) year, commencing January 1, 2026 and ending December 31, 2026, and to clarify certain reporting and administrative requirements; and

WHEREAS, Funding for the 2026 services was included in the 2026 Rensselaer County Adopted Budget; and

WHEREAS, Except as specifically amended therein, all other terms and conditions of the original Third-Party Agreement shall remain unchanged and in full force and effect; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

RENSSELAER COUNTY
ECONOMIC DEVELOPMENT & PLANNING
333 Broadway, Suite 220
Troy, New York 12180
Phone: 518-270-2914
Fax: 518-270-2981

Steven F. McLaughlin
County Executive

Robert Pasinella
Director

MEMORANDUM

To: Justin Ned, Budget Analyst
CJ Kempf, County Attorney

From: Andrew Kretzschmar, Community Development Specialist

Date: September 23, 2026

Re: Resolution Nunc Pro Tunc Authorizing the Rensselaer County Executive to Execute Amendment No. 1 to the Third-Party Agreement with Yankee Trails, Inc. for Federal Section 5311 Operating Assistance

The Rensselaer County Public Transit program (Hoosick Falls Bus Run) recently underwent its 3-year FTA/NYSDOT review. I have attached the close out letter in this packet. There was a deficiency of an expired contract.

This resolution would amend the 2021-2025 3rd party agreement with Yankee Trails, Inc. to include 2026. The federal share is already budgeted in the 2026 budget and was requested for 2027 Budget.

NYSDOT would also like for the program to go out to bid, which has not happened in many years due to no other companies being interested. I am currently working on the Invitation for Bids, with the hope that could be ready for service in 2027.

Please let me know if you have any questions.

Thank you

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X__ P Resolution:_____

Title of Legislation: RESOLUTION NUNC PRO TUNC AUTHORIZING THE RENSSELAER COUNTY EXECUTIVE TO EXECUTE AMENDMENT NO. 1 TO THE THIRD-PARTY AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE

Requested by: Bureau of Economic Development & Planning

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__68000_____ current year
   $_____ next year
   $_____ previous year
2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal DOT grant funding

   a) For federal funding: amount $_68000_____ and length of time federal funding is available __1 year__. Is it available for ongoing expenses? Yes _____ or No __X_____

   b) For state funding: amount $ 0__and length of time state funding is available __n/a__. Is it available for ongoing expenses? Yes _____ or No __X__

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $__n.a._____
   Total projected interest costs $_____

   d) Tax levy impact for current year $___0___and ongoing $_____0_____

   e) Other (please explain) $_____0_____

3) Is this expense or program mandated? Yes _____ No ___X___

4) Length of expense or project (one time only, ongoing, etc.):__2026____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: __Provides transportation options for northern rural areas of Rensselaer County for those who cannot drive or choose not to drive. Amount is budget for 2026 and will be in 2027 budget.

Department Head

_____

AMENDMENT NO. 1
TO THIRD PARTY AGREEMENT
Federal Section 5311 Operating Assistance
Contract No. C003665

This Amendment No. 1 ("Amendment") is entered into by and between **Rensselaer County** ("County") and **Yankee Trails, Inc.** ("Carrier").

WHEREAS, the parties entered into a Third-Party Agreement **(Contract No. C003665)** for the operation of public transportation services under the Federal Section 5311 Program; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional one (1) year and clarify certain reporting and administrative requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of the Third-Party Agreement is hereby extended for a period of one (1) year commencing **January 1, 2026** and ending **December 31, 2026**.

2. During the extension period, Yankee Trails, Inc. shall continue to collect and retain all farebox revenue generated through the operation of the Rensselaer County Public Transit service. Farebox revenue collected shall be accounted for and identified on invoices submitted to Rensselaer County for reimbursement.

3. Yankee Trails, Inc. shall provide Rensselaer County with quarterly reports identifying ridership totals, farebox revenue collected, and operating statistics necessary for administration of the Federal Section 5311 Program and reporting requirements of the New York State Department of Transportation (NYSDOT) and the Federal Transit Administration (FTA). Yankee Trails shall also notify the County of any significant service interruptions, vehicle breakdowns, accidents, maintenance issues affecting service, or material changes in ridership.

4. Yankee Trails, Inc. shall cooperate with Rensselaer County in providing records, reports, and other documentation reasonably required for program administration, monitoring activities, audits, and compliance with applicable NYSDOT and FTA requirements.

5. Except as amended herein, all other terms and conditions of the original Third-Party Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

RENSSELAER COUNTY	**YANKEE TRAILS, INC.**
By: _____	By: _____
Steven F. McLaughlin	Stephan Tobin
County Executive	President
Date: _____	Date: _____

As to Form:

_____
Carl J. Kempf, County Attorney

_____
Justin Ned, Budget Analyst

NEW YORK STATE | Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JANET HO
Assistant Commissioner
Finance & Integrated Modal Services

August 11, 2026

Andrew Kretzschmar
Community Development Specialist
Renssalaer County Public Transit
333 Broadway, Suite 220
Troy, NY 12180

Dear Mr. Kretzschmar,

The New York State Department of Transportation (NYSDOT), in partnership with TransitPlus, recently completed the site visit portion of the Comprehensive Review of Renssalaer County Public Transit on August 3, 2026. The review assessed compliance with Federal Transit Administration (FTA) and state requirements for recipients of federal funding through Section 5311, the Formula Grants for Rural Areas program. NYSDOT evaluated records and procedures to determine Renssalaer County Public Transit's implementation of program requirements.

Findings from the review, including deficiencies, are now published in BlackCat, and a descriptive summary of deficiencies is detailed in Attachment A to this letter. All deficiencies will require a detailed corrective action plan, to be submitted via BlackCat to NYSDOT and TransitPlus for review and approval within 30 days of receipt of this letter.

Please use the space provided in Attachment A to incorporate your response to each finding under the "*Agency Response*" column, then upload the table along with supporting documentation to BlackCat and place in the Findings Folder. TransitPlus and NYSDOT are available to assist in the development and implementation of the corrective actions to ensure full compliance by November 15, 2026.

NYSDOT appreciates your cooperation during this review and commitment to meeting the program requirements. If you have any questions concerning the process or would like a paper copy of this letter, please contact Beth Brown at (518) 408-6361 or beth.brown@dot.ny.gov.

Sincerely,

Beth Brown

Beth Brown
Service and Oversight 5311 Section Head, Public Transportation Bureau
Office of Integrated Modal Services

cc: Ross Farrell, NYSDOT Bureau Director
Abdul Qadir, NYSDOT System Specialist
Sherre Ritenour, Senior Compliance Analyst, TransitPlus

Attachment A: 2026 Section 5311 Comprehensive Review Findings for Renssalaer County Public Transit

Review Area	Finding Type	Description	Corrective Action	Agency Response	Reviewer Assessment
Program Management/Service Provision	Deficiency	Contract management inadequate – Inadequate oversite of contractor	Upload to BlackCat procedures for managing contracted transportation services to include at a minimum; verification of ridership numbers, farebox revenue received, and that farebox revenue is accurately shown in the invoices from Yankee Trails. Verify the bus is being used for Rensselaer County public transportation only. Provide evidence that these procedures have been implemented.		
	Deficiency	Contract management inadequate - Expired (December 31, 2025) service contract.	Upload to BlackCat a new operations contract extension for Yankee Trails to replace the expired contract. - Be sure to indicate that farebox revenue is retained by Yankee Trails and is required to be shown as revenue credited against the operating costs requested in the Yankee Trails invoices submitted to the County. – It is recommended that the missing public transportation information on the bus (see Service Eligibility Deficiency) also be written into the contract extension.		Rensselaer County indicated they would be able to have a new contract extension in place November 1, 2026. They stated they are issuing an RFP for a new operations contract in January 2027.
Maintenance	Deficiency	No written vehicle maintenance plan	Upload to BlackCat a vehicle maintenance plan that includes a preventive maintenance plan for the Schoharie vehicle		

Service Eligibility	Deficiency	Service not promoted to the general public No indication on the bus that the operation is a public transportation service of Rensselaer County and is funded by the FTA and NYSDOT. Yankee Trails is the only identification on the bus.	Upload to BlackCat evidence that Rensselaer County is prominently identified on the exterior of the bus as a public transportation service which is provided by Rensselaer County. The Yankee Trails logo must not be the primary advertising focal point on the bus. Also indicate that the service is funded by the State of New York Department of Transportation, and the Federal Transit Administration.		

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/8

RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS – VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed by the Rensselaer County Executive with the Rensselaer County Legislature; and

WHEREAS, General Municipal Law Section 103(8) and Public Health Law Section 2803(a) authorizes municipal hospitals to enter into joint contracts with other hospitals, as defined in the Public Health Law, for the purpose of purchasing goods, supplies and services without the need for additional competitive bidding; and

WHEREAS, Public Health Law Section 2801(1) defines municipal hospitals to include county nursing homes such as Van Rensselaer Manor, ("VRM"); and

WHEREAS, VRM's annual purchases from all listed consortium vendors will exceed an amount in excess of $50,000.00 for the period August 1, 2026 through July 31, 2027; and

WHEREAS, Purchases from consortium vendors will span multiple budget years, however, the aggregate purchases will not exceed budgetary appropriation for the period; and

WHEREAS, In the event the consortium vendor contract expires, VRM will either secure the same from other vendors under the remaining Consortium contracts, approved by the County Legislature or obtain the goods or services from another qualified vendor in accordance with applicable county or state procurement guidelines; and

WHEREAS, To ensure VRM and County maximize on the greatest economic value available, VRM may utilize any one of the following Consortiums for the twelve-month term, or combination as follows:

Provista/Vizient 290 E. John Carpenter Freeway, Irving, TX 75062 Mailing: PO Box 140909, Irving, TX 75014-0909 and its other affiliated member groups;

Intalere (merged with Vizient), 2060 Craigshire Road, St. Louis, Missouri 63146 and its other affiliated member groups;

United Iroquois Shared Services, 17 Halfmoon Executive Drive, Clifton Park, New York 12065 and its other affiliated member groups;

Value First, Inc., 2550 University Avenue West, Suite 340 South Saint Paul, MN 55114 and its affiliated member groups.

VENDOR/TERM	CONTRACT NO.	SERVICE/PRODUCT	EST. AMOUNT
AirGas East 6055 Rockside Woods Blvd. Independence, OH 44131 6/1/2020- 5/31/2026	UISS 3518	Medical Oxygen	$ 72,000.00
Direct Supply No. Industrial Road Milwaukee, WI 53223 5/15/2022- 5/14/2027	Provista (Vizient) SV4016	Equipment/ Supplies	$140,000.00
Johnson Controls 116 Railroad Avenue N.Y. 12205 CE7583 8/1/2022-7/31/2027	Provista (Vizient)	Repair/Equipment Maintenance/Supplies	$260,000.00 Albany,
McKesson Med. Supply 10th Avenue North Golden Valley, MN 55427 1/1/2022-12/31/2026	Premier PP-DS-093	Equipment/Supplies	$800,000.00
Otis Elevator Co. 10 Farm Springs Rd Farmington, CT 06032 5/1/2020-4/30/2027	Provista (Vizient) SV2262	Repairs/Maintenance/ Equipment/Supplies	$100,000.00
U.S. Foods 9399 West Higgins Blvd Rosemont, IL 60018 7/01/2020-06/30/2030	Premier PP-DI-001D	Food/Supplements Equipment/Supplies	$1,200,000.00
Capital Management Solutions 402 Arrow Hwy., Unit 6 San Dimas, CA 91773 5/1/2017-9/30/2026	UISS 4120	Billing Support/ Consultation	$360,000.00
Medline Industries Inc. One Medline Place Mundelein, IL 60060 1/1/2022-12/31/2026	Premier PP-DS-094	Equipment/Supplies	$702,000.00
Hill & Markes State Highway PO Box 7 Amsterdam, NY 12010 12/1/2015-10/31/2026	UISS 2116	Paper/ Supplies	$360,000.00

VENDOR/TERM	CONTRACT NO.	SERVICE/PRODUCT	EST. AMOUNT
Standard Textile Co, Inc. One Knollcrest Dr. Cincinnati, OH 45222-1805 12/1/2021-11/30/2027	Premier PP-FA-915	Reusable Textiles and Services	$150,000.00
Mohawk Hospital Equipment 335 Columbia Street Utica, NY 13502 4/1/2006-12/31/2031	UISS 1705	Equipment/Supplies	$600,000.00
KCI USA, Inc. DBA 3M Medical Solutions 12930 W Interstate 10 San Antonio, TX 78249-2248 10/1/2018-9/30/2028	Provista (Vizient) MS6870	Wound Care	$60,000.00

; now, therefore, be it

RESOLVED, That the purchase of related goods and services deemed necessary for the health and safety of resident care through contracts awarded to affiliated purchasing groups shall not require additional Legislative approval, however, Van Rensselaer Manor shall otherwise continue to be subject to the purchasing policy as therefore promulgated by the County with exception of competitive bidding requirements which are deemed dispensed pursuant to Section 103, subdivision 8 of the General Municipal Law to the extent of the participation in the joint purchase agreement.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☑ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING VAN RENSSELAER MANOR TO UTILIZE CONSORTIUM CONTRACTRS

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ 4,804,000
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ NA and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ NA and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): Paid for through VRM Patient Revenue Services
3) Is this expense program mandated? YES: ☐ NO ☑
4) Length of expense or project (one time only, ongoing, etc.): 08/01/26 - 07/31/27
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid through VRM Patient Service Revenue

Signature (Department Head): John Wunder

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

Items Contracted	:	Cylinder Gases, Rental (Including beverage CO2 (carbon dioxide) gas for Carbonation
UISS Contract Category	:	Dietary / Food & Nutrition Services & Respiratory Therapy
Agreement Number	:	3518
Agreement Term	:	06/01/2020 – 05/31/2026
Price Protection	:	On an Annual Basis (see pricing matrix attached)
Minimum Order	:	None
Payment Terms	:	2% Net 30 days
Delivery Terms	:	FOB Destination
Credit Cards	:	Visa, Master Card, American Express, Discover

Vendor Information

Agreement Vendor	:	Airgas, USA 1144 Lexington Avenue Rochester, NY 14606
Phone Number	:	(866) 718-0685 (24-hour response line)
Fax Number	:	(585) 254-4168
Website	:	www.airgas.com
Diversity Certified	:	No

Vendor Contact Information

New York Vice President	:	Mike Smith
Phone Number	:	(585) 254-0780
Email	:	mike.smith@airgas.com
Medical Specialist	:	Mark Ammon
Phone Number	:	(518) 452-4427
Email	:	mark.ammon@airgas.com
Customer Service	:	(866) 718-0685

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Sterilizing Gas (Oxyfume2002)

Airgas does not manufacturer this product. It is purchased through Honeywell and distributed through Airgas. Therefore, this product cost is not controlled by Airgas. Pricing for this item is priced on request.

Monthly Rental Fees Calculation

Rental fees are based on end of month balance. Example: Rental rate $1.24 each per month, end balance. If you have 10 cylinders, the calculation is 10 x $1.24 = $12.40. This would be the rental rate for those 10 cylinders for that month.

Delivery Terms and Time

FOB Destination $10.00/per delivery. No extra delivery fees will be charged. Cylinders will be delivered according to each individual facility=s delivery requirements.

E-Commerce – Debbie James, Specialist

Airgas would like to offer their e-commerce site for you to use. The site is detailed to each member=s account, allowing them to track orders, PO=s, cylinder balances, invoices open and closed, and order history. The site has all the products purchased as well as the 180,000+ items in the Airgas catalog. Airgas staff will provide training on using the website.

Emergency Deliveries

Since emergency deliveries are a costly expense for AirGas, an incentive program has been established to keep emergency deliveries to a minimum. AirGas will pay UISS $100/month if there are no emergency deliveries during each 30-day period for the participating facilities.

Value Added Services

1) Delivery of Cylinders during Off-Hours (5 pm - 8 am) - AirGas is willing to perform this service, but it would fall under the Aemergency deliveries@ notation.

2) Delivery of Cylinders on Weekends - AirGas is willing to perform this service, but it would fall under the Aemergency deliveries@ notation.

3) Delivery of Cylinders to Off-Site Locations - AirGas is willing to perform this service. Each case requires prior approval from AirGas.

4) Fill and Deliver Facility-Owned Cylinders - AirGas is willing to perform this service as long as cylinders are legal and in fillable condition. If not, AirGas will repair cylinders to a fillable and legal condition for the participating facility at a fee.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

Cylinder Inventory

Cylinder management programs are critical to any gas vendor. AirGas Management has tested many different systems including bar-coding and has found their system of cylinder inventory to be as accurate as any electronic type. The steps are listed below:

1) Truck drivers are responsible for balancing all cylinders on their truck each day.

2) Beginning load counts and ending load counts are done each day.

3) Delivery tickets are reviewed and calculated against the drivers load sheets and checked for accuracy on cylinders delivered and cylinders returned.

4) Balance sheets are used to match cylinders delivered.

5) These balance sheets and delivery tickets are then turned over to a customer service representative who double checks all figures and signs off on the balance sheet.

6) After tickets are double checked, they are then posted into the computer for billing.

7) If there are any discrepancies, they are located and adjusted that day.

This double check system has been found to be more accurate than bar-coding by AirGas and assures accurate cylinder balances.

Physical Inventories

AirGas will perform physical inventories at each facility location on an annual basis. More frequent inventories can be performed upon request. If the count is within 10% of the actual inventory balance, there will be no charge for lost cylinders. AirGas will balance the overage/underage for cylinders for the entire group before charging any facility.

Cylinder Balance Discrepancies

If there is a cylinder balance discrepancy, Airgas will handle the matter in a fair and uniformed way. First, a cylinder audit will be completed. The audit will be performed by Airgas personnel and a member representative. After said audit, the results will be compared against current computer balances. If there is a discrepancy, the following will take place. For shortages under 10 cylinders, the count will be adjusted to a zero shortage. For discrepancies larger than 10 cylinders, a paper trail audit will be performed. If there is still a shortage, Airgas will bill the member for loss of use at a discounted rate based on cylinder size (see AReplacement Cylinders Costs@).

To further illustrate how discrepancies will be handled, we included four examples below:

Scenario #1
Facility A requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 5 cylinders. Explain how Airgas will adjust the account since the number of lost cylinders is within the 10-cylinder tolerance level.

Airgas Response to Scenario #1
Airgas would simply make a cylinder adjustment removing the 5 cylinders from that facility=s cylinder balance, after a physical in-house audit has been completed.

Scenario #2
Facility B requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 15 cylinders. Explain how Airgas will adjust the account and what additional steps will be taken to find the lost cylinders.

Airgas Response to Scenario #2
After performing the actual in-house cylinder count, Airgas would also perform a paper audit comparing actual delivery tickets, cylinders delivered, and cylinders returned against the monthly rental statements to check for possible posting errors. If no errors are found, as previously stated, Airgas will forgive 10 of the 15 missing cylinders. The remaining cylinders will be billed out to that facility as a loss of use billing, at the discounted rate for replacements, and adjustments will be made to the cylinder balances to reflect said changes.

Scenario #3
Facility C requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 20 cylinders. Six months later, another physical actual count is performed by Airgas and the 20 missing cylinders are found. Explain how Airgas will adjust the account and indicate whether or not credits will be issued to the facility.

Airgas Response to Scenario #3
Any missing cylinders that are recovered will be applied to that cylinder balance, and credits will be issued back to the facility against payments made on the loss of use billing

Scenario #4
Facility D requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility has 5 extra cylinders on hand. Explain how Airgas will adjust the account.

Airgas Response to Scenario #4
Airgas would simply add the additional 5 cylinders to that facility=s cylinder balance. If the facility wishes to return those extra 5 cylinders, Airgas would simply pick up the extra cylinders and no additional adjustments would be made to the account.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Replacement Cylinders Costs
D, E, and B cylinders = $40 per cylinder
G, H, K, M, and T cylinders = $128 per cylinder
Liquid Oxygen and Nitrogen Tanks = $1200 per cylinder

Other Airgas Locations
Binghamton, Burlington VT, Cheektowaga, Corning, Geneva, Ithaca, Albany, New Windsor, Oneonta, Poughkeepsie, Rochester, Rutland VT, Syracuse, and Watertown.

Additional locations in Vermont, New Hampshire, Massachusetts, Connecticut, New Jersey, Pennsylvania, Delaware, Maryland and Virginia.

Operations Information
30 route trucks, 14 tractor trailers, 83 full time operational employees, availability of 49 CDL trained professional drivers, 6 fill facilities, stocking over 1,000 different gases and mixtures.

Plant Tour
Members can arrange for a plant tour, upon request, at no charge.

FDA Registration Numbers
Elmira – 021508
Syracuse – 1312846
Binghamton - 049607

Emergency Call Procedure

1. There will be 15 managers in the on call rotation. Each manager will be on call for one week and a average 3.5 times per year.

2. When the call center receives an emergency call, they will call the manager on for that week. The call will be placed to a pager or cell phone (depends on the manager).

3. The manager will call the customer to confirm the emergency.

4. If a delivery is needed the on call manager will call the operations employee on call for that week.

5. The operations employee will make the delivery to the customer's facility.

The above procedure will improve not only the response time, but also service in general.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Quality Assurance and Support

AirGas agreed to the following items, as stated in the bid document:

A. The contractor shall provide a comprehensive medical gas operation and safety training program to the participating facilities, upon request. This program shall include appropriate operational and safety handling information on cylinders.

B. The contractor shall deliver all cylinders in a vehicle equipped with a hydraulic tailgate or equivalent features to insure that cylinders may be unloaded directly onto a loading dock or grade entrance. If requested by the facility, contractor shall place cylinders in designated storage areas/cages in close proximity to dock. All cylinders shall be safely stored in accordance with NFPA and other appropriate guidelines.

C. The contractor shall maintain the exterior appearance of all cylinders. Cylinders shall be painted in accordance with Compressed Gas Association pamphlet C-9 "Standard Color - Marking of Compressed Gas Cylinders Intended For Medical Use in the United States". The exterior of all tanks shall be maintained in excellent condition and painted whenever necessary.

D. All cylinders shall be manufactured, maintained, and tested in accordance with the code of Federal Regulations, Title 49-Transportation, Parts 1 to 199 and latest revisions. Cylinders shall be new or extra clean. The contractor shall inspect all cylinders before shipment for leaks, moisture, odors, damage, internal and/or external corrosion, bulging, denting or evidence of rough usage. Any cylinder tank which is or may be weakened by any such damage shall be condemned by the contractor and removed from service. The contractor's inspection shall be performed in accordance with Compressed Gas Association pamphlet C-6 "Standards for Visual Inspection of Compressed Gas Cylinders".

E. All cylinders shall be legibly marked, by means of stenciling, stamping, or labeling, to identify the contents by the common or chemical name or formula, in accordance with Compressed Gas Association pamphlet C-4 "Method of Marking Portable Compressed Gas Containers to Identify the Material Contained". Each cylinder shall be stamped with a legible serial number. Cylinders with the serial number not easily read may be rejected by the facility.

F. The contractor shall inspect all valves before shipment to insure safe and easy operation. Valves shall require less than 5 lbs. torque to open. The contractor shall also inspect the "pin-index" of each valve to insure that the valve outlet connections are correct for the medical gas contained in the cylinder. The contract shall seal all valve outlets and protect valves from damage, dirt, grease, and other contamination. Cylinders, when not protected by outside shipping containers, shall have their valve assemblies protected by a suitable valve cap or by cylinder design. Cylinders lacking appropriate protection can be rejected by the facility. Replacements tanks with appropriate protection must then be delivered to the facility the same day or next day.

Quality Assurance and Support (continued)

G. The contractor shall hydrostatically test all compressed gas cylinders in accordance with the requirements and specifications of the ICC (Interstate Commerce Commission).

H. The contractor shall weigh and label each cylinder before it is shipped.

I. The contractor shall provide, inspect, and maintain a pressure relief safety valve for each cylinder in accordance with Compressed Gas Association pamphlet S-1-1 "Pressure Relief Device Standards Part 1 - Cylinders for Compressed Gases".

J. The contractor shall purge each cylinder prior to refilling using a vacuum of 25 inches of mercury.

K. The contractor shall guarantee and certify that the level of purity for each specific medical gas is in accordance with FDA requirements and standards as described in the National Formulatory.

L. The contractor shall record and document all cylinder maintenance and inspections. Upon request, contractor must be able to produce such records for any compressed gas cylinder delivered to and used by any participating facility.

M. The contractor shall fill all gas cylinders to at least the DOT designated service pressure as stamped on the cylinder's shoulder at 70EF. This pressure may be exceeded by 10%.

N. The contractor shall fill all liquid-type gases to the full published industry standard "filling density" for each gas at 70EF.

Products and Services

- WOB cylinder, the only proprietary cylinder in the industry. Also the best for many reasons
- In-Service trainings for all new employees
- B2B ordering capabilities
- Specific drivers dedicated to regions. Customers are used to seeing them
- 7 medical fill facilities in NYS.
- Disaster plan updated to fit specific facility
- Joint Commission audit walk through and recommendations (free)
- Concentrators
- Homecare partnerships
- Refrigerants
- Pulse Oximeters

United Iroquois Shared Services
Airgas Contract Schedule A

Item	Number	Description	Year 1 (through May 31 2021)	Year 2 (June 1, 2021 through December 31, 2021)	Year 3 (January 1, 2022 through December 31, 2022)	Year 4 (January 1, 2023 through December 31, 2023)	Year 5 (January 1, 2024 through December 31, 2024)	Year 6 (January 1, 2025 through December 31, 2025)	Year 7 (January 1, 2026 through December 31, 2026)
AC	3FT	ACETYLENE SIZE 3FT FLAT TOP	$ 13.16	$ 22.83	$ 23.51	$ 24.22	$ 24.95	$ 25.70	$ 26.47
AC	3N300	ACETYLENE SIZE 3 (CL UOM)	$ 13.16	$ 22.83	$ 23.51	$ 24.22	$ 24.95	$ 25.70	$ 26.47
AC	4	ACETYLENE SIZE 4 CGA 510	$ 25.30	$ 32.24	$ 33.21	$ 34.20	$ 35.23	$ 36.29	$ 37.37
AC	4FT	ACETYLENE SIZE 4FT FLAT TOP	$ 25.30	$ 32.24	$ 33.21	$ 34.20	$ 35.23	$ 36.29	$ 37.37
AC	4N300	ACETYLENE SIZE 4 CGA 300	$ 25.30	$ 32.24	$ 33.21	$ 34.20	$ 35.23	$ 36.29	$ 37.37
AC	5N300	ACETYLENE SIZE 5 CGA 300	$ 57.49	$ 85.74	$ 88.31	$ 90.96	$ 93.69	$ 96.50	$ 99.40
AC	B	ACETYLENE SIZE B (CL UOM)	$ 8.94	$ 15.55	$ 16.02	$ 16.50	$ 16.99	$ 17.50	$ 18.03
AC	BC	ACETYLENE SIZE B (CL UOM)	$ 8.94	$ 15.55	$ 16.02	$ 16.50	$ 16.99	$ 17.50	$ 18.03
AC	MC	ACETYLENE SIZE MC (CL UOM)	$ 7.67	$ 13.99	$ 14.41	$ 14.84	$ 15.29	$ 15.75	$ 16.22
AC	MCC	ACETYLENE SIZE MC (CL UOM)	$ 7.67	$ 13.99	$ 14.41	$ 14.84	$ 15.29	$ 15.75	$ 16.22
AI	B200	AIR BREATHING GR D SIZE 200	$ 7.75	$ 7.75	$ 7.98	$ 8.22	$ 8.47	$ 8.72	$ 8.98
AI	B300	AIR BREATHING GR D SIZE 300	$ 7.75	$ 7.75	$ 7.98	$ 8.22	$ 8.47	$ 8.72	$ 8.98
AI	BE	AIR BREATHING GR D SIZE E	$ 11.94	$ 11.94	$ 12.30	$ 12.67	$ 13.05	$ 13.44	$ 13.85
AI	D300	AIR DRY SIZE 300	$ 16.70	$ 16.70	$ 17.20	$ 17.71	$ 18.25	$ 18.79	$ 19.36
AI	USP200	AIR MEDICAL USP GR N SIZE 200	$ 4.52	$ 4.52	$ 4.66	$ 4.80	$ 4.94	$ 5.09	$ 5.24
AI	USP300	AIR MEDICAL USP GR N SIZE 300	$ 5.10	$ 5.10	$ 5.26	$ 5.41	$ 5.58	$ 5.74	$ 5.92
AI	USP60C	AIR MEDICAL USP GR N SIZE 60	$ 4.52	$ 4.52	$ 4.66	$ 4.80	$ 4.94	$ 5.09	$ 5.24
AI	USPE	AIR MEDICAL USP GR N SIZE E	$ 5.10	$ 5.10	$ 5.26	$ 5.41	$ 5.58	$ 5.74	$ 5.92
AI	USPEA	AIR MEDICAL USP GR N SIZE E Aluminum	$ 5.10	$ 5.10	$ 5.26	$ 5.41	$ 5.58	$ 5.74	$ 5.92
AI	USPEC	AIR MEDICAL USP GR N SIZE E	$ 5.10	$ 5.10	$ 5.26	$ 5.41	$ 5.58	$ 5.74	$ 5.92
AR	150	ARGON INDUSTRIAL SIZE 150	$ 29.77	$ 29.77	$ 30.66	$ 31.58	$ 32.53	$ 33.50	$ 34.51
AR	20	ARGON INDUSTRIAL SIZE 20 CGA 580	$ 19.19	$ 19.19	$ 19.76	$ 20.36	$ 20.97	$ 21.60	$ 22.24
AR	300	ARGON INDUSTRIAL SIZE 300	$ 38.75	$ 38.75	$ 39.91	$ 41.11	$ 42.34	$ 43.61	$ 44.92
AR	40	ARGON INDUSTRIAL SIZE 40	$ 19.23	$ 19.23	$ 19.81	$ 20.40	$ 21.02	$ 21.65	$ 22.30
AR	60	ARGON INDUSTRIAL SIZE 60	$ 34.65	$ 34.65	$ 35.69	$ 36.76	$ 37.86	$ 39.00	$ 40.17
AR	80	ARGON INDUSTRIAL SIZE 80	$ 33.00	$ 33.00	$ 33.99	$ 35.01	$ 36.06	$ 37.14	$ 38.26
AR	CD25125	ARGON 75 CD 25 SIZE 125 CGA 580	$ 23.20	$ 23.20	$ 23.89	$ 24.61	$ 25.35	$ 26.11	$ 26.89
AR	CD25150	ARGON 75 CD 25 SIZE 150 CGA 580	$ 23.20	$ 23.20	$ 23.89	$ 24.61	$ 25.35	$ 26.11	$ 26.89
AR	CD2520	ARGON 75 CD 25 SIZE 20 CGA 580	$ 18.81	$ 18.81	$ 19.37	$ 19.95	$ 20.55	$ 21.17	$ 21.80
AR	CD25300	ARGON 75 CD 25 SIZE 300 CGA 580	$ 48.60	$ 48.60	$ 50.06	$ 51.56	$ 53.11	$ 54.70	$ 56.35
AR	CD2560	ARGON 75 CD 25 SIZE 60 CGA 580	$ 18.81	$ 18.81	$ 19.37	$ 19.95	$ 20.55	$ 21.17	$ 21.80
AR	CD2580	ARGON 75 CD 25 SIZE 80 CGA 580	$ 28.41	$ 28.41	$ 29.26	$ 30.14	$ 31.05	$ 31.98	$ 32.94
AR	HP300	ARGON HP GR 4.8 SIZE 300 CGA 580	$ 116.75	$ 116.75	$ 120.25	$ 123.86	$ 127.57	$ 131.40	$ 135.34
AR	HP6K	ARGON HP GR 4.8 SIZE 6K-6000	$ 244.49	$ 244.49	$ 251.82	$ 259.38	$ 267.16	$ 275.17	$ 283.43

United Iroquois Shared Services
Airgas Contract Schedule A

Item	Number	Description	Year 1 (through May 31 2021)	Year 2 (June 1, 2021 through December 31, 2021)	Year 3 (January 1, 2022 through December 31, 2022)	Year 4 (January 1, 2023 through December 31, 2023)	Year 5 (January 1, 2024 through December 31, 2024)	Year 6 (January 1, 2025 through December 31, 2025)	Year 7 (January 1, 2026 through December 31, 2026)
AR	PP20	ARGON PP GR 4.8 SIZE 20 CGA 580	$ 58.11	$ 58.11	$ 59.85	$ 61.65	$ 63.50	$ 65.40	$ 67.37
AR	PP300	ARGON PP GR 4.8 SIZE 300 CGA 580	$ 116.75	$ 116.75	$ 120.25	$ 123.86	$ 127.57	$ 131.40	$ 135.34
AR	PP35	ARGON PP GR 4.8 SIZE 35 CGA 580	$ 31.00	$ 31.00	$ 31.93	$ 32.89	$ 33.88	$ 34.89	$ 35.94
AR	PP35C	ARGON PP GR 4.8 SIZE 35 CGA 580	$ 31.00	$ 31.00	$ 31.93	$ 32.89	$ 33.88	$ 34.89	$ 35.94
AR	PP60	ARGON PP GR 4.8 SIZE 60 CGA 580	$ 59.40	$ 59.40	$ 61.18	$ 63.02	$ 64.91	$ 66.86	$ 68.86
AR	PP80	ARGON PP GR 4.8 SIZE 80 CGA 580	$ 59.40	$ 59.40	$ 61.18	$ 63.02	$ 64.91	$ 66.86	$ 68.86
AR	UHP300	ARGON UHP GR 5.0 SIZE 300	$ 154.64	$ 154.64	$ 159.28	$ 164.06	$ 168.98	$ 174.05	$ 179.27
AR	UHP35	ARGON UHP GR 5.0 SIZE 35	$ 31.00	$ 31.00	$ 31.93	$ 32.89	$ 33.88	$ 34.89	$ 35.94
AR	UHP35C	ARGON UHP GR 5.0 SIZE 35	$ 31.00	$ 31.00	$ 31.93	$ 32.89	$ 33.88	$ 34.89	$ 35.94
AR	UHP80	ARGON UHP GR 5.0 SIZE 80	$ 116.75	$ 116.75	$ 120.25	$ 123.86	$ 127.57	$ 131.40	$ 135.34
AR	UPC200	ARGON UHP GR 5.0 SIZE 200	$ 172.43	$ 172.43	$ 177.61	$ 182.93	$ 188.42	$ 194.07	$ 199.90
AR	UPC300	ARGON UPC GR 5.5 SIZE 300	$ 211.42	$ 211.42	$ 217.76	$ 224.30	$ 231.03	$ 237.96	$ 245.09
CD	FG20	CARBON DIOXIDE 20LBS CGA 320	$ 4.26	$ 5.66	$ 5.83	$ 6.00	$ 6.18	$ 6.37	$ 6.56
CD	FG20C	CARBON DIOXIDE 20LBS CGA 320	$ 4.26	$ 5.66	$ 5.83	$ 6.00	$ 6.18	$ 6.37	$ 6.56
CD	FG20S	CARBON DIOXIDE 20LBS CGA 320	$ 4.26	$ 5.66	$ 5.83	$ 6.00	$ 6.18	$ 6.37	$ 6.56
CD	FG20SC	CARBON DIOXIDE 20LBS CGA 320	$ 4.26	$ 5.66	$ 5.83	$ 6.00	$ 6.18	$ 6.37	$ 6.56
CD	50	CARBON DIOXIDE 50LBS CGA 320	$ 9.04	$ 10.50	$ 10.82	$ 11.14	$ 11.47	$ 11.82	$ 12.17
CD	50S	CARBON DIOXIDE 50LBS SIPHON	$ 9.04	$ 10.50	$ 10.82	$ 11.14	$ 11.47	$ 11.82	$ 12.17
CD	FG50	CARBON DIOXIDE 50LBS	$ 23.57	$ 23.57	$ 24.28	$ 25.01	$ 25.76	$ 26.53	$ 27.32
CD	I200	CARBON DIOXIDE INSTRUMENT GR 4.0	$ 141.61	$ 141.61	$ 145.85	$ 150.23	$ 154.74	$ 159.38	$ 164.16
CD	USP20	CARBON DIOXIDE USP 20LBS CGA 320	$ 6.91	$ 6.91	$ 7.11	$ 7.33	$ 7.55	$ 7.77	$ 8.01
CD	USP50	CARBON DIOXIDE USP 50LBS CGA 320	$ 15.05	$ 15.05	$ 15.50	$ 15.96	$ 16.44	$ 16.94	$ 17.44
CD	USP50S	CARBON DIOXIDE USP 50LBS	$ 15.05	$ 15.05	$ 15.50	$ 15.96	$ 16.44	$ 16.94	$ 17.44
CD	USPE	CARBON DIOXIDE USP SIZE E	$ 5.81	$ 5.81	$ 5.99	$ 6.17	$ 6.35	$ 6.54	$ 6.74
CYM	HYDRO	CYL HYDRO TESTING	$ 29.37	$ 29.37	$ 30.25	$ 31.16	$ 32.10	$ 33.06	$ 34.05
CYM	REVALVESTEEL CYL I	$	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ESX	290727-00	PMP DESIGNATED FLOW OXYGEN REG	$ 47.81	$ 47.81	$ 49.24	$ 50.72	$ 52.24	$ 53.81	$ 55.42
ESX	290728-00	PMP DESIGNATED FLOW OXYGEN REG	$ 49.37	$ 49.37	$ 50.85	$ 52.38	$ 53.95	$ 55.57	$ 57.23
ESX	290731-00	PMP DESIGNATED FLOW OXYGEN REG	$ 47.81	$ 47.81	$ 49.24	$ 50.72	$ 52.24	$ 53.81	$ 55.42
ESX	290732-00	PMP DESIGNATED FLOW OXYGEN REG	$ 49.37	$ 49.37	$ 50.85	$ 52.38	$ 53.95	$ 55.57	$ 57.23
GG	HBTRI125	GG HBTRIMIX SIZE 125	$ 25.64	$ 109.65	$ 112.94	$ 116.33	$ 119.82	$ 123.41	$ 127.11
GG	HBTRI20	GG HBTRIMIX SIZE 20	$ 32.63	$ 32.63	$ 33.61	$ 34.62	$ 35.65	$ 36.72	$ 37.83
GG	HBTRI80	GG HBTRIMIX SIZE 80	$ 100.47	$ 100.47	$ 103.48	$ 106.58	$ 109.78	$ 113.07	$ 116.47
HE	125	HELIUM INDUSTRIAL SIZE 125	$ 41.55	$ 109.91	$ 113.21	$ 116.60	$ 120.10	$ 123.70	$ 127.42

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HE	150	HELIUM INDUSTRIAL SIZE 150	$ 41.55	$ 137.85	$ 141.99	$ 146.25	$ 150.63	$ 155.15	$ 159.81
HE	20	HELIUM INDUSTRIAL SIZE 20	$ 38.25	$ 38.25	$ 39.39	$ 40.57	$ 41.79	$ 43.05	$ 44.34
HE	200	HELIUM INDUSTRIAL SIZE 200	$ 65.77	$ 235.14	$ 242.19	$ 249.46	$ 256.94	$ 264.65	$ 272.59
HE	300	HELIUM INDUSTRIAL SIZE 300	$ 87.33	$ 309.17	$ 318.45	$ 328.00	$ 337.84	$ 347.97	$ 358.41
HE	80	HELIUM INDUSTRIAL SIZE 80	$ 37.87	$ 74.30	$ 76.53	$ 78.82	$ 81.19	$ 83.63	$ 86.13
HE	HP6K	HELIUM HP GR 4.8 SIZE 6K CGA 677	$ 494.10	$ 494.10	$ 508.92	$ 524.19	$ 539.91	$ 556.11	$ 572.80
HE	UHP300	HELIUM UHP GR 5.0 SIZE 300	$ 428.85	$ 428.85	$ 441.72	$ 454.97	$ 468.62	$ 482.68	$ 497.16
HE	UPC300	HELIUM UPC GR 5.5 SIZE 300	$ 428.85	$ 428.85	$ 441.72	$ 454.97	$ 468.62	$ 482.68	$ 497.16
HE	USP200	HELIUM USP SIZE 200 CGA 580	$ 78.70	$ 78.70	$ 81.06	$ 83.49	$ 86.00	$ 88.58	$ 91.23
HE	USP300	HELIUM USP SIZE 300 CGA 580	$ 100.75	$ 100.75	$ 103.77	$ 106.89	$ 110.09	$ 113.39	$ 116.80
HE	USPBC	HELIUM USP SIZE B	$ 14.66	$ 14.66	$ 15.10	$ 15.56	$ 16.02	$ 16.50	$ 17.00
HE	USPD	HELIUM USP SIZE D	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPDC	HELIUM USP SIZE D	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPE	HELIUM USP SIZE E CGA 930	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPEC	HELIUM USP SIZE E	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPM4	HELIUM USP SIZE M4 CGA 930	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPM4C	HELIUM USP SIZE M4	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPM6	HELIUM USP SIZE M6 CGA 930	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HE	USPM6C	HELIUM USP SIZE M6	$ 25.64	$ 25.64	$ 26.40	$ 27.20	$ 28.01	$ 28.85	$ 29.72
HY	UHP300	HYDROGEN UHP GR 5 SIZE 300	$ 13.42	$ 13.42	$ 13.82	$ 14.24	$ 14.66	$ 15.10	$ 15.56
HY	UPC80	HYDROGEN UPC GR 5.5 SIZE 80	$ 81.50	$ 81.50	$ 83.94	$ 86.46	$ 89.05	$ 91.72	$ 94.48
MOP	120020-00	SODALIME 5 GAL PAIL	$ 74.60	$ 74.60	$ 76.84	$ 79.14	$ 81.52	$ 83.96	$ 86.48
MOP	120030-00	SODALIME BAG 3LB	$ 79.62	$ 79.62	$ 82.00	$ 84.46	$ 87.00	$ 89.61	$ 92.30
MOP	120040-00	SODALIME CARTRIDGE	$ 114.09	$ 114.09	$ 117.51	$ 121.04	$ 124.67	$ 128.41	$ 132.26
NI	DEWAR REFILL	LIQUID NITROGEN DEWAR PER LITER	$ 3.02	$ 4.93	$ 5.08	$ 5.23	$ 5.39	$ 5.55	$ 5.72
NI	NF DEWAR REFILL	LIQUID NITROGEN DEWAR PER LITER	$ 3.02	$ 4.93	$ 5.08	$ 5.23	$ 5.39	$ 5.55	$ 5.72
NI	125	NITROGEN INDUSTRIAL SIZE 125	$ 3.87	$ 3.87	$ 3.98	$ 4.10	$ 4.23	$ 4.35	$ 4.48
NI	150	NITROGEN INDUSTRIAL SIZE 150	$ 21.29	$ 21.29	$ 21.92	$ 22.58	$ 23.26	$ 23.96	$ 24.68
NI	160LT22	LIQUID NITROGEN 160LTRS 22PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
NI	180LT22	LIQUID NITROGEN 180LTRS 22PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
NI	20	NITROGEN INDUSTRIAL SIZE 20	$ 2.50	$ 2.50	$ 2.58	$ 2.65	$ 2.73	$ 2.82	$ 2.90
NI	200	NITROGEN INDUSTRIAL SIZE 200	$ 3.87	$ 3.87	$ 3.98	$ 4.10	$ 4.23	$ 4.35	$ 4.48
NI	300	NITROGEN INDUSTRIAL SIZE 300	$ 5.17	$ 5.17	$ 5.32	$ 5.48	$ 5.65	$ 5.82	$ 5.99
NI	60	NITROGEN INDUSTRIAL SIZE 60	$ 13.57	$ 13.57	$ 13.98	$ 14.40	$ 14.83	$ 15.28	$ 15.73

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NI	80	NITROGEN INDUSTRIAL SIZE 80	$ 6.27	$ 6.27	$ 6.46	$ 6.65	$ 6.85	$ 7.06	$ 7.27
NI	NF180LT22	LIQUID NITROGEN NF 180LTR 22PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
NI	NF180LT230	LIQUID NITROGEN NF 180LTR 230PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
NI	NF200	NITROGEN NF SIZE 200	$ 3.87	$ 7.03	$ 7.24	$ 7.46	$ 7.68	$ 7.91	$ 8.15
NI	NF300	NITROGEN NF SIZE 300	$ 3.87	$ 7.93	$ 8.17	$ 8.41	$ 8.67	$ 8.93	$ 9.19
NI	NF80	NITROGEN NF SIZE 80	$ 43.69	$ 43.69	$ 45.00	$ 46.35	$ 47.74	$ 49.17	$ 50.65
NI	NFD	NITROGEN NF SIZE D	$ 2.58	$ 2.58	$ 2.66	$ 2.74	$ 2.82	$ 2.90	$ 2.99
NI	NFE	NITROGEN NF SIZE E	$ 2.92	$ 2.92	$ 3.01	$ 3.10	$ 3.19	$ 3.28	$ 3.38
NI	NFEC	NITROGEN NF SIZE E	$ 2.92	$ 2.92	$ 3.01	$ 3.10	$ 3.19	$ 3.28	$ 3.38
NI	UHP80	NITROGEN GR 4.8 SIZE 80	$ 114.30	$ 114.30	$ 117.73	$ 121.26	$ 124.90	$ 128.64	$ 132.50
NI	UPC300	NITROGEN UPC GR 5.3 SIZE 300	$ 126.63	$ 126.63	$ 130.42	$ 134.34	$ 138.37	$ 142.52	$ 146.79
NS	USP20	NITROUS OXIDE USP 20LBS CGA 326	$ 40.14	$ 40.14	$ 41.34	$ 42.58	$ 43.86	$ 45.17	$ 46.53
NS	USP20C	NITROUS OXIDE USP 20LBS CGA 326	$ 40.14	$ 40.14	$ 41.34	$ 42.58	$ 43.86	$ 45.17	$ 46.53
NS	USP56	NITROUS OXIDE USP 56LBS	$ 90.15	$ 90.15	$ 92.85	$ 95.64	$ 98.51	$ 101.46	$ 104.51
NS	USP56C	NITROUS OXIDE USP 56LBS	$ 90.15	$ 90.15	$ 92.85	$ 95.64	$ 98.51	$ 101.46	$ 104.51
NS	USP64	NITROUS OXIDE USP 64LBS	$ 65.91	$ 65.91	$ 67.89	$ 69.93	$ 72.03	$ 74.19	$ 76.41
NS	USPE	NITROUS OXIDE USP SIZE E	$ 12.19	$ 13.09	$ 13.48	$ 13.89	$ 14.30	$ 14.73	$ 15.17
NS	USPEA	NITROUS OXIDE USP SIZE E ALUMINUM	$ 12.19	$ 13.09	$ 13.48	$ 13.89	$ 14.30	$ 14.73	$ 15.17
NS	USPEAMRI	NITROUS OXIDE USP SIZE EA	$ 15.05	$ 15.05	$ 15.50	$ 15.96	$ 16.44	$ 16.94	$ 17.44
NS	USPEC	NITROUS OXIDE USP SIZE E	$ 12.19	$ 13.09	$ 13.48	$ 13.89	$ 14.30	$ 14.73	$ 15.17
OX	125	OXYGEN INDUSTRIAL SIZE 125	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	150	OXYGEN INDUSTRIAL SIZE 150	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	180LT230	LIQUID OXYGEN INDUSTRIAL 180LTRS	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
OX	20	OXYGEN INDUSTRIAL SIZE 20	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	200	OXYGEN INDUSTRIAL SIZE 200	$ 6.46	$ 6.46	$ 6.65	$ 6.85	$ 7.06	$ 7.27	$ 7.49
OX	20C	OXYGEN INDUSTRIAL SIZE 20	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	230LT230	LIQUID OXYGEN INDUSTRIAL 230LTRS	$ 73.47	$ 73.47	$ 75.68	$ 77.95	$ 80.29	$ 82.70	$ 85.18
OX	300	OXYGEN INDUSTRIAL SIZE 300	$ 14.64	$ 14.64	$ 15.08	$ 15.53	$ 16.00	$ 16.48	$ 16.97
OX	60	OXYGEN INDUSTRIAL SIZE 60	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	80	OXYGEN INDUSTRIAL SIZE 80	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	USP125	OXYGEN USP SIZE 125	$ 3.32	$ 3.32	$ 3.42	$ 3.52	$ 3.63	$ 3.74	$ 3.85
OX	USP125C	OXYGEN USP SIZE 125	$ 3.32	$ 3.32	$ 3.42	$ 3.52	$ 3.63	$ 3.74	$ 3.85
OX	USP150	OXYGEN USP SIZE 150	$ 3.55	$ 3.55	$ 3.66	$ 3.77	$ 3.88	$ 4.00	$ 4.12
OX	USP160LT230	LIQUID OXYGEN USP 160LTRS 230PSI	$ 48.20	$ 48.20	$ 49.65	$ 51.14	$ 52.67	$ 54.25	$ 55.88

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OX	USP180LT230	LIQUID OXYGEN USP 180LTRS 230PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
OX	USP180LT350	LIQUID OXYGEN USP 180LTRS 350PSI	$ 52.94	$ 52.94	$ 54.53	$ 56.17	$ 57.85	$ 59.59	$ 61.38
OX	USP200	OXYGEN USP SIZE 200 CGA 540	$ 4.26	$ 4.26	$ 4.39	$ 4.52	$ 4.66	$ 4.80	$ 4.94
OX	USP230LT230	LIQUID OXYGEN USP 230LTRS 230PSI	$ 73.47	$ 73.47	$ 75.68	$ 77.95	$ 80.29	$ 82.70	$ 85.18
OX	USP300	OXYGEN USP SIZE 300	$ 4.39	$ 4.39	$ 4.52	$ 4.66	$ 4.80	$ 4.94	$ 5.09
OX	USP80	OXYGEN USP SIZE 80	$ 6.27	$ 6.27	$ 6.46	$ 6.65	$ 6.85	$ 7.06	$ 7.27
OX	USPB	OXYGEN USP SIZE B	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPBC	OXYGEN USP SIZE B	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPBLK	OXYGEN USP BULK (HH UOM)	$ 1.58	$ 1.58	$ 1.63	$ 1.68	$ 1.73	$ 1.78	$ 1.84
OX	USPD	OXYGEN USP SIZE D CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPDA	OXYGEN USP SIZE DA CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPDAC	OXYGEN USP SIZE DA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPDAWB	OXYGEN USP SIZE DA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPDC	OXYGEN USP SIZE D	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPE	OXYGEN USP SIZE E CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEA	OXYGEN USP SIZE EA CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEAC	OXYGEN USP SIZE EA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEAMRI	OXYGEN USP SIZE EA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEAMRIC	OXYGEN USP SIZE EA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEAWB	OXYGEN USP SIZE EA	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPEC	OXYGEN USP SIZE E	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM4	OXYGEN USP SIZE M4 CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM4WC	OXYGEN USP SIZE M4	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM6	OXYGEN USP SIZE M6 CGA 870	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM6C	OXYGEN USP SIZE M6	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM9	OXYGEN USP SIZE M9	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
OX	USPM9C	OXYGEN USP SIZE M9	$ 2.26	$ 2.26	$ 2.33	$ 2.40	$ 2.47	$ 2.55	$ 2.62
PR	100	PROPANE 95LBS CGA 510	$ 109.21	$ 109.21	$ 112.48	$ 115.86	$ 119.33	$ 122.91	$ 126.60
PR	20	PROPANE 19LBS CGA 510	$ 18.36	$ 18.36	$ 18.91	$ 19.48	$ 20.06	$ 20.66	$ 21.28
PR	20C	PROPANE 19LBS	$ 18.36	$ 18.36	$ 18.91	$ 19.48	$ 20.06	$ 20.66	$ 21.28
PR	33	PROPANE 32LBS	$ 39.11	$ 39.11	$ 40.28	$ 41.49	$ 42.74	$ 44.02	$ 45.34
PR	33A	PROPANE 32LBS ALUMINUM	$ 39.11	$ 39.11	$ 40.28	$ 41.49	$ 42.74	$ 44.02	$ 45.34
PR	40	PROPANE 40LBS	$ 54.71	$ 54.71	$ 56.35	$ 58.04	$ 59.79	$ 61.58	$ 63.43
REF	R22R125	R22 CHLORODIFLUOROMETHANE	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!

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REF	R22R30	R22 CHLORODIFLUOROMETHANE	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	R22R30DSP	R22 CHLORODIFLUOROMETHANE	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	R401AR30DSP	R401A R22 R152A R124 (53/13/34)	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	R404AR24DSP	R404A REFRIGERANT SIZE 24LB DSP	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	R409AR30DSP	R409A R409A R22 R124 R142B SIZE 30LBS DSP	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	R409AR30DSP	R409A R22 R124 R142B	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
REF	RCLMR30REC	REFRIGERANT RECLAIM CYLINDER	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
X02	AI95C2000117	CT 5% CARBON DIOXIDE	$ 125.02	$ 125.02	$ 128.77	$ 132.63	$ 136.61	$ 140.71	$ 144.93
X02	AI97C2000070	CT 2.5% CARBON DIOXIDE	$ 72.10	$ 438.60	$ 451.76	$ 465.31	$ 479.27	$ 493.65	$ 508.46
X02	NI95C2003071	CT 5% CARBON DIOXIDE	$ 68.95	$ 68.95	$ 71.02	$ 73.15	$ 75.34	$ 77.61	$ 79.93
X02	OX95C2003102	CT 5% CARBON DIOXIDE	$ 83.06	$ 83.06	$ 85.55	$ 88.12	$ 90.76	$ 93.48	$ 96.29
X03	AI99C20000W4	CT 0.3% CARBON MONOXIDE	$ 319.71	$ 319.71	$ 329.30	$ 339.18	$ 349.36	$ 359.84	$ 370.63
X03	HE74ZE0933	LZ 7% CARBON DIOXIDE	$ 82.32	$ 82.32	$ 84.78	$ 87.33	$ 89.95	$ 92.65	$ 95.43
X03	HE82Z3003045	LZ 4.5% CARBON DIOXIDE	$ 89.76	$ 248.49	$ 255.94	$ 263.62	$ 271.53	$ 279.68	$ 288.07
Z02	AI9522000013	BA 5% CARBON DIOXIDE	$ 97.18	$ 97.18	$ 100.09	$ 103.09	$ 106.19	$ 109.37	$ 112.65
Z02	CD9022000076	BA 10% HYDROGEN	$ 39.50	$ 39.50	$ 40.69	$ 41.91	$ 43.16	$ 44.46	$ 45.79
Z02	HE7012003041	USP 30% OXYGEN	$ 95.70	$ 95.70	$ 98.57	$ 101.53	$ 104.58	$ 107.71	$ 110.94
Z02	HE701ME3041	USP 30% OXYGEN	$ 80.51	$ 80.51	$ 82.93	$ 85.42	$ 87.98	$ 90.62	$ 93.34
Z02	HE8012003042	USP 20% OXYGEN	$ 95.70	$ 95.70	$ 98.57	$ 101.53	$ 104.58	$ 107.71	$ 110.94
Z02	HE801ME3042	USP 20% OXYGEN	$ 95.67	$ 95.67	$ 98.54	$ 101.49	$ 104.54	$ 107.68	$ 110.91
Z02	NI744ME0017	CB 26% OXYGEN	$ 115.26	$ 115.26	$ 118.72	$ 122.28	$ 125.95	$ 129.73	$ 133.62
Z02	NI9542003071	CB 5% CARBON DIOXIDE	$ 121.19	$ 121.19	$ 124.83	$ 128.58	$ 132.43	$ 136.41	$ 140.50
Z02	NI954ME0023	CB 5% CARBON DIOXIDE	$ 117.30	$ 117.30	$ 120.82	$ 124.45	$ 128.18	$ 132.03	$ 135.99
Z02	OX9312000102	USP 7% CARBON DIOXIDE	$ 135.33	$ 135.33	$ 139.39	$ 143.58	$ 147.88	$ 152.32	$ 156.89
Z03	HE826ME3045	ML 4.5% CARBON DIOXIDE	$ 85.56	$ 85.56	$ 88.13	$ 90.77	$ 93.49	$ 96.30	$ 99.19
Z03	NI695ME0175	LD 10% HELIUM	$ 130.40	$ 130.40	$ 134.31	$ 138.34	$ 142.49	$ 146.76	$ 151.16
Z03	NI804ME3065	CB 4% CARBON DIOXIDE	$ 127.85	$ 127.85	$ 131.68	$ 135.64	$ 139.70	$ 143.90	$ 148.21
Z03	NI8522000017	BA 5% CARBON DIOXIDE	$ 124.88	$ 124.88	$ 128.62	$ 132.48	$ 136.46	$ 140.55	$ 144.77
Z03	NI8522003062	BA 5% HYDROGEN 10% CARBON DIOXIDE	$ 46.30	$ 225.90	$ 232.68	$ 239.66	$ 246.85	$ 254.25	$ 261.88
Z03	NI8532000044	BAC 5% CARBON DIOXIDE	$ 48.60	$ 48.60	$ 50.06	$ 51.56	$ 53.11	$ 54.70	$ 56.35
Z03	NI8622000114	BA 5% CARBON DIOXIDE	$ 219.41	$ 219.41	$ 225.99	$ 232.77	$ 239.75	$ 246.95	$ 254.35
Z03	NI9022000008	BA 5% CARBON DIOXIDE	$ 125.01	$ 125.01	$ 128.76	$ 132.62	$ 136.60	$ 140.70	$ 144.92
Z03	NI9032000309	CT 5% CARBON DIOXIDE	$ 161.70	$ 161.70	$ 166.55	$ 171.55	$ 176.70	$ 182.00	$ 187.46
Z04	NI6852003016	LD 0.3% CARBON MONOXIDE	$ 175.52	$ 175.52	$ 180.79	$ 186.21	$ 191.80	$ 197.55	$ 203.48

United Iroquois Shared Services
Airgas Contract Schedule A

Item	Number	Description	Year 1 (through May 31 2021)	Year 2 (June 1, 2021 through December 31, 2021)	Year 3 (January 1, 2022 through December 31, 2022)	Year 4 (January 1, 2023 through December 31, 2023)	Year 5 (January 1, 2024 through December 31, 2024)	Year 6 (January 1, 2025 through December 31, 2025)	Year 7 (January 1, 2026 through December 31, 2026)
Z04	NI685ME3016	LD 0.3% CARBON MONOXIDE	$ 160.48	$ 160.48	$ 165.29	$ 170.25	$ 175.36	$ 180.62	$ 186.04
Z04	NI7852003012	LD 0.3% CARBON MONOXIDE	$ 115.98	$ 115.98	$ 119.46	$ 123.05	$ 126.74	$ 130.54	$ 134.45
Z04	NI7852003060	LD 0.3% CARBON MONOXIDE	$ 101.86	$ 101.86	$ 104.92	$ 108.07	$ 111.31	$ 114.65	$ 118.09
Z04	NI785EA0034	LD 0.3% CARBON MONOXIDE	$ 107.86	$ 263.55	$ 271.46	$ 279.60	$ 287.99	$ 296.63	$ 305.53
Z04	NI785ME0012	LD 0.3% CARBON MONOXIDE	$ 107.86	$ 107.86	$ 111.10	$ 114.43	$ 117.86	$ 121.40	$ 125.04
Z04	NI785ME3012	LD 0.3% CARBON MONOXIDE	$ 107.86	$ 107.86	$ 111.10	$ 114.43	$ 117.86	$ 121.40	$ 125.04
Z04	NI7892000035	LDP 0.3% CARBON MONOXIDE	$ 383.41	$ 383.41	$ 394.91	$ 406.75	$ 418.96	$ 431.53	$ 444.47
Z04	NI78F200Y015	PB 0.3% CARBON MONOXIDE	$ 112.41	$ 112.41	$ 115.78	$ 119.25	$ 122.83	$ 126.52	$ 130.31

*** DUE TO MARKET CONDITIONS THESE ITEMS MUST BE PRICED AT TIME OF PURCHASE

Rental

RG4 WALK-02-BOUT	$ 5.08	$ 5.08	$ 5.23	$ 5.39	$ 5.55	$ 5.72	$ 5.89
ALL MEDICAL AND INDUSTRIAL LARGE	$ 2.39	$ 3.10	$ 3.19	$ 3.29	$ 3.39	$ 3.49	$ 3.59
MEDICAL AND INDUSTRIAL SMALL AND EXTRA SMALL	$ 1.55	$ 2.55	$ 2.63	$ 2.71	$ 2.79	$ 2.87	$ 2.96
MEDICAL ALUMINUM E	$ 2.09	$ 2.75	$ 2.83	$ 2.92	$ 3.00	$ 3.10	$ 3.19
DEWARS	$ 26.87	$ 27.00	$ 27.81	$ 28.64	$ 29.50	$ 30.39	$ 31.30
6K HIGH PRESSURE STEEL - PER DAY	$ 1.15	$ 1.15	$ 1.18	$ 1.22	$ 1.25	$ 1.29	$ 1.33

Delivery	$ 16.45	$ 25.00	$ 25.75	$ 26.52	$ 27.32	$ 28.14	$ 28.98

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

UISS Agreement: **Airgas** **Agreement #: 3518**

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form.
For new participants, please return this form to the UISS Syracuse Office, via fax to (315) 445-2293, for processing.

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

Signing this form indicates your acceptance to add this facility to this UISS agreement.

Contract Detail

Healthcare Billing & Consulting Services

Contract Number	Status	Contract Effective	Contract Expiration	Contracted Supplier
UISS Local Contract 4120	Active	05/01/17	09/30/26	Capital Management Solutions, Inc. www.capitalsolutionsla.com

Related Resources
No

Details | Non Premier Contract Details | Information Sheet

Contract Type
Non-Premier

Diversity Type

Replaces
N/A

Replaced By
N/A

Contract Contacts

First Name	Last Name	Phone	Fax	Email	Web Address	Title
Jenny	La	(909) 599-3888		jenny@capitalsolutionsla.com		

Activation Instructions

New participants, please complete and return the UISS Membership Designation form to the UISS Syracuse office by email to mbrisson@iroquois.org or fax 315-445-2293.

Members currently participating on this agreement, you do not have complete a new form.

Supplier Links

Contract Notes

Rebate Available
N/A

General Contract Attachments

- Capital Management Solutions.pdf (171k)

Award Type
Non-Pharmacy

Group Buy
No

Last Updated
04/10/23 Mary Brisson (update)

Available for Price Activation
No

Commitment Agreement

Commitment Required For Access to Base Price
N/A

DSH Pricing
No

Localization Allowed
No

Ascend Pricing
No

SURPASS Pricing
No

Contract Search Keywords

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VIZIENT CONTRACT BRIEF

SV4016

Direct Supply, Inc.

Ambulatory and Acute Facilities Services

- Products

Effective dates: 05/15/2022 - 05/14/2027

Single-source contract

DISTRIBUTION Direct from the supplier

Agreement access

TO ACTIVATE CONTRACT TIERS - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

Pricing and terms

PRICE PROTECTION Firm Price, Initial 12 months of the agreement but may be subject to reduction due to market conditions.

CONTRACT TERM Initial term is effective through 05/14/2025; Automatic Two (2) One Year Options; unless Vizient gives 90 days notice or Supplier gives 180 days notice.

CONTRACT AND PRODUCT UPDATES Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

Contract process and award rationale

NONBID CONTRACT This contract was not awarded through the Vizient competitive contracting process. As such, you may wish to consider whether it meets your institution's competitive bid mandates.

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Contract Detail

Contract Name:	Reusable Textiles and Services
Contract Number:	PP-FA-915
Contract Status:	Active
Contract Effective:	12/01/21
Contract Expiration:	11/30/27
Contracted Supplier:	Standard Textile Co., Inc. http://standardtextile.com
Favorite:	No
Contract Type:	Premier
Diversity Type:	
Green:	
Award Type:	Multi source
Group Buy:	No
Last Updated:	08/19/24
Available for Price Activation:	Yes
Commitment Agreement:	PMDF or Price Activation
MDF Required for Access to Base Price:	No
DSH Pricing:	No
Localization Allowed:	
Ascend Pricing:	No
Rebate Available:	No
Replaces:	PP-FA-709
Replaced By:	
Contract Notes:	Reusable Textiles and Textile Services
Activation Instructions:	
Additional PA Ts&Cs Required:	No

Contract Contacts:

First Name	Last Name	Phone	Fax	Email	Web Address	Title
Norman	Frankel	(513) 761-9255	(513) 679-7992	nfrankel@standardtextile.com		Vice President Of Sales

Premier Internal Categories
Capital Equipment / Facilities

Premier® confidential and proprietary and intended solely for the information and benefit of the immediate recipient and Premier, Inc.

Contract Detail

Price Tiers: **Status:** Active

Tier Description	Marketing Program	Local Tier	Preferred	Price Activated	Aggregatable?	Tier Effective	Tier Expiration	Status
TIER 1: No Commitment Required, PMDF Not Required. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	Yes	Yes	12/01/21	11/30/27	Active
TIER 2: $100,000 TO < $300,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 3: $300,000 TO < $1,500,000 OR Academic Health System. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 4: $1,500,000 TO < $3,000,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 5: >= $3,000,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
VBC Program TIER: Value Based Contract (VBC) Program: In Addition To The Pricing Tiers, This Agreement Includes A Voluntary Option For Participating Members To Participate In Seller's Value Based Contract Program As Set Forth In Exhibit J. In Order For Participating Member To Be Verified By Premier As Eligible For The Value Based Contract Program AND Approved By Seller To Participate In The Value Based Contract Program: (I) Seller AND Participating Member Are Responsible For Completing AND Signing An Execution Version Of The Value Based Contract Program Exhibit J; AND (Ii) Participating Member Is To Designate Its Participation In The Value Based Contract Program By Selecting The VBC Program Tier.	N/A	No	No	No	No	12/01/21	11/30/27	Active

Contract Detail

Information Sheet:

Acquisition Method	ACQUISITION METHODS: Purchase
Agreement Period	72 Months
Alternate Sites	ALTERNATE SITE AVAILABILITY: The Parties hereto also acknowledge that Participating Members may include entities/facilities which are accessing the benefits of this Agreement through participation in the group purchasing programs operated by a Premier affiliate rather than Premier itself. Such entities/facilities shall nonetheless be deemed Participating Members under this Agreement. Alternate site use is available
Attachments	Group Purchasing Agreement;Participating Member Designation Form (PMDF);Product and Pricing Terms;Product Change Look Up Form;Returned Goods Policy;Products and Pricing;Ordering Instructions
Commitment	COMMITMENT: This agreement contains tiered pricing under which members have the ability to access more favorable pricing for higher commitment levels. To the extent supplier does not have sufficient information to determine which tier applies to a particular Premier member, it may ask the member to complete a Member Designation Form or electronic activation to indicate the member's applicable tier and whether the member wishes to aggregate purchasing activity within its multi-facility system and/or among other affiliated facilities to the extent the member can influence the purchasing decisions of such facilities. Document(s) required to access base pricing: None Document(s) required to access pricing for Tier 2 or higher: Yes Document(s) required by supplier for Premier's distribution to Member: No
Commitment Required for Access to Base Price	No. Required for tiers 2 and higher
Confidentiality	HIPAA Compliance. Seller represents and warrants that to the extent applicable it shall, with respect to its obligations under this Agreement and interactions with Participating Members, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"). Seller further represents and warrants that in the event Seller is providing a service or function for or on behalf of a Participating Member that requires the use and disclosure of "protected health information" (as defined by HIPAA), it shall obtain such access in compliance with HIPAA. Without limiting the foregoing, if Seller serves in the capacity of a "business associate" (as defined by HIPAA) in its interactions with a Participating Member, Seller shall comply with the terms and conditions set forth in the sample business associate agreement located at the website of the Department of Health and Human Services Office for Civil Rights ("OCR"), unless the applicable Participating Member and Seller enter into a business associate agreement on mutually acceptable terms. In the event Seller is acting as a "health care provider" (as defined by HIPAA), and needs access to protected health information in providing the Product to a Participating Member, Seller will abide by the applicable policies established by such Participating Member when accessing, using and disclosing protected health information. Seller and Premier agree and acknowledge that by entering into this Agreement they have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under HIPAA. Under no circumstances will either Party request from the other Party, nor will either Party provide to the other Party, any protected health information.
Contract Title	Reusable Textiles and Textile Services
Distribution	DISTRIBUTION: Reusable Textiles and Textile Services - Products on this contract can be purchased only direct from the supplier
Distributor	DISTRIBUTOR Seller does agree to take no action or make any change that would materially change the ultimate delivered price paid by the Participating Member, with respect to Authorized Distributors.
Early Payment Discount	EARLY PAYMENT: Yes this contract allows for an early payment discount The discount is 2% / Net 10.
Freight Management Program	FREIGHT MANAGEMENT PROGRAM: The Participating Member in its sole discretion establishes a freight management program, including without limitation a program whereby the Participating Member uses a third party for inbound freight management or services (a"Member Freight Program"), Seller shall accommodate such Member Freight Program at no additional cost to the Participating Member. Section 6.3 Shipping Terms - Member Freight Program has been altered: Member Freight Program has not been modified or altered.
GLN Reporting Sales/Admin	REPORTING GLN - SALES/ ADMIN: Yes Seller shall provide Premier with monthly reports of all Products purchased by and delivered to each Participating Member. This includes Products purchased pursuant to any Member Agreement (as defined in Section 10.1), and Premier Administrative Fees generated by each Participating Member. Participating Members will be identified by Global Location Number

Contract Detail

Information Sheet:

	("GLN"). The GPO ID number, as noted in the Membership Roster, DEA number or HIN number may also be provided. Seller shall provide such reports to Premier no later than thirty (30) days after the last day of the applicable calendar month. All data reports submitted to Premier under this Agreement shall include the Global Trade Item Number ("GTIN") to identify Products. All reporting requirements are described in the section titled 867 (Sales File / Administrative Fee Requirements) of the PERF Guide.
Grandfathering	GRANDFATHERING: Grandfathering language is provided in this agreement? Section 7.1.1
Guarantee of Delivery	GUARANTEED DELIVERY TIME: 5 Days
Guaranteed Savings	GUARANTEED SAVINGS: No language exists
Large Order Threshold	LARGE ORDER: N/A
Minimum Order Requirements	MINIMUM ORDER: Yes, Purchase Orders shall be for no less than case pack.
Ordering Instructions	Standard Textile Co., Inc.: 1 Knollcrest Drive, Cincinnati, OH 45237: website www.standardtextile.com: phone 800.999.0400: fax 800.436.7821
Payment Terms	Direct: Member full payment is due in 30 days. Distributor: Contract allows the Participating Member to negotiate the payment terms for the products purchased from and shipped by an authorized distributor.
Price Protection	PRICE PROTECTION: Price Protection has been agreed to for Agreement Term. Product pricing is set forth on Exhibit A-3 attached hereto. Throughout the Term of this Agreement, Seller shall not increase any of the prices set forth in Exhibit A-3. unless economic conditions warrant a price adjustment due to increases or decreases in raw material or supply costs, in which case Seller or Premier may propose a price adjustment and the Parties shall meet and discuss within fifteen (15) days of the other Party's proposal. If Seller requests a price increase, Seller will provide proof that raw material costs increased and the requested price increase to any Product(s) will be based on the percentage content of raw material in Seller's Product. If the Parties are unable to agree on an appropriate price adjustment within this fifteen (15) day period, either Party may terminate this Agreement without cause or penalty by providing the other Party with one-hundred and twenty (120) days written notice of termination.
Pricing	PRICING: Pricing is offered Net Member
Product Acceptance / Rejection	PRODUCT ACCEPTANCE / REJECTION: Participating Members shall have ten (10) business days from the date of delivery to inspect the Product(s) and to accept or reject such Product(s). "Acceptance" of Products by Participating Members shall occur when Seller and the applicable Participating Member in good faith mutually agree in writing that the Product(s), (a) conform(s) to the product specifications published by Seller or manufacturer (if Seller is not the manufacturer) at the time of order placement or as mutually agreed by Participating Member and Seller ("Specifications") and is completely ready to perform all procedures for which it is designed and marketed by Seller and, (b) is/are completely ready for clinical use. In the event a Participating Member, after such inspection, rejects the Product(s), the Participating Member shall have the right to return the rejected Product(s) for, at the Participating Member's option, full credit of purchase price or, if applicable, replacement of the rejected Product(s). Section 6.3 Shipping Terms / Section 6.8 Product Acceptance has been altered: Product Acceptance has not been modified or altered
Refurbished Equipment	REFURBISHED EQUIPMENT: N/A
Replacement Parts - Capital	CAPITAL - REPLACEMENT PARTS: Capital - Replacement Parts Language: None Section 8.5 Replacement Parts has been altered: N/A
Returned Goods Policy	RETURNED GOODS POLICY: A Returned Goods Policy is associated with this agreement? Yes The Returned Goods Policy is located in Exhibit G and the restocking fee is 10%.
Service Options	SERVICE OPTIONS: N/A
Shipping Terms	Direct: 1. TITLE TRANSFER occurs at destination. 2. The supplier carries the RISK of LOSS during transit of the goods. 3. FREIGHT PAYMENT is the responsibility of the Supplier.

Contract Detail

Information Sheet:

	Distributor: Contract allows the Participating Member to negotiate the shipping terms for the products purchased from and shipped by an authorized distributor.
Termination Existing Contract	TERMINATION OF EXISTING CONTRACTS: Any Participating Member desiring to avail itself of the benefits of this Agreement may, at its option and without liability, terminate any existing contract(s) or other arrangement(s) with Seller for the purpose of participating in the group purchasing arrangement set forth in this Agreement. Notwithstanding a Participating Member's election under this Section 5.0, Seller's obligation to pay Premier Administrative Fees on a Participating Member's purchases pursuant to a Member Agreement as set forth in Section 10.1 shall apply. In the event Premier notifies Seller that a Participating Member is in the process of converting from another Group Purchasing Organization ("GPO") to Premier's Group Purchasing program, if such Participating Member's current net delivered pricing under its former GPO arrangement is more favorable than the net delivered pricing for which such Participating Member would be eligible under this Agreement, Seller agrees to honor such Participating Member's current pricing. Seller shall notify all Authorized Distributors of such extended pricing terms. Seller agrees to use commercially reasonable efforts to continue such Participating Member's pricing pursuant to an agreement between Seller and Participating Member that incorporates this Agreement. Section 5.0 Termination of Existing Contracts has been altered: The standard template language is in the agreement
Tier Complexity	Preferred Tier Level 1 (Requires one variable to be analyzed)
Trade In Allowances	TRADE-IN ALLOWANCE: N/A
Training	TRAINING: This contract allows for user training as it relates to the Products at no additional cost to the Participating Member? Yes Included in the price of the Product(s), Seller will provide to each Participating Member in-service and clinical training related to the Products as required or requested by each Participating Member.
Value Adds	VALUE ADD: Other Risk-free trial to evaluate DermaTherapy silk like therapeutic bedding
Warranties	Seller hereby warrants that all Products supplied hereunder shall be free and clear of all liens and encumbrances, that Seller has good and merchantable title, and that each of the Products shall be free from defects in design, material, workmanship and labeling and shall conform to the published specifications for such Product and Seller's representations regarding the functions and uses for which the Product is marketed. All costs of transportation and insurance related to any warranty return of the Product(s) by the Participating Member shall be paid by Seller. All of the warranties referenced or set forth in this Section 12.2 shall be in addition to all other warranties which may be prescribed by law. Attached hereto as Exhibit G is a detailed description of additional warranties applicable to the Products. Seller further represents and warrants that: (a) the Products; (b) the packaging, instructions and other materials supplied therewith; and (c) their contemplated uses do not and will not directly infringe, or contribute to the infringement of, any intellectual property right, including, but not limited to, any patent, copyright, trademark or trade secret right. In the event any document prepared by Seller ("Seller's Documents") contains a limitation of liability, such limitation of liability shall not apply to Seller's indemnification obligations under Section 12.1 of this Agreement. Seller agrees that in the event any Seller Documents contain a limitation on the amount of damages that may be paid to a customer, including Participating Member, such limitation will not apply with respect to Products. In addition, should the Seller Documents contain any specific warranty period ("Warranty Period"), such Warranty Period shall commence upon Acceptance (as defined in Section 6.3). To the extent that the products and services covered by this Agreement contain no operating software, programmable hardware, or resident executable code, and do not involve the use of software (whether local or via the Internet), the following sections 12.2.1-12.2.5 do not apply.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

Items Contracted	:	Disposable Products including Dietary Disposables, Janitorial Products & Office Paper
UISS Contract Category	:	Distribution Agreements & Delivery Services
Agreement Number	:	2116
Agreement Term	:	12/01/2015 – 10/31/2026
Price Protection	:	30-day periods; increases/decreases are sent to participating members monthly.
Payment Terms	:	Net 30 days
Orders	:	All orders placed via online Order Entry or as otherwise instructed
	:	Minimum Order $500
	:	Small Order Fee - $75 (if minimum is not met)
	:	No Fuel Surcharge Fee
Delivery Terms	:	All orders delivered no later than 14 days after receipt of order unless alternative delivery schedules have been mutually agreed upon. Deliveries made outside the regular scheduled deliveries will be predetermined with each UISS member.

Vendor Information

Agreement Vendor	:	Network Services Company (Supplier) 1100 E Woodland Road, Suite 200 Schaumburg, IL 60173
Phone Number	:	(800) 683-0334
Website	;	www.networkdistribution.com
Servicing Distributor	:	**Hill & Markes** 1997 State Highway, 5S Amsterdam, NY 12010
Phone Number	:	(518) 842-2410
Fax Number	:	(800) 836-4455
Website	:	www.hillnmarkes.com

Vendor Contact Information – Hill & Markes

Chief Operating Officer	:	Jason Packer
Phone Number	:	(518) 836-4455
Email	:	jpacker@hillnmarkes.com

Vendor Contact Information – Network Services

Corporate Account Director	:	Chip Marshall
Email	:	cmarshall@networkdistribution.com

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Standard Terms and Conditions – Distributor Cost Plus Percentages

Subcategory	TIER 3 ALL UISS ACUTE CARE PMDF Required TIER 2 UISS NON-ACUTE CARE PMDF Required $500 minimum order required; $75 small order fee if minimum not met
Absorbents	LOCALLY NEGOTIATED
Aerosol Products	LOCALLY NEGOTIATED
Air Filtration Products	LOCALLY NEGOTIATED
Apparel (Aprons, Bibs, Coveralls)	LOCALLY NEGOTIATED
Can Liners	LOCALLY NEGOTIATED
Chemicals-Warewash	LOCALLY NEGOTIATED
Cleaning Chemicals (all types/applications) Includes Chemical Cleaning Wipers	LOCALLY NEGOTIATED
Equipment/Batteries	LOCALLY NEGOTIATED
Floor Care Chemicals (All types/applications)	LOCALLY NEGOTIATED
Floor Care Equipment and Services	LOCALLY NEGOTIATED
Foodservice	LOCALLY NEGOTIATED
Gloves	LOCALLY NEGOTIATED
Hand Dryers (Mechanized)	LOCALLY NEGOTIATED
Housekeeping Chemicals (All types/applications)	LOCALLY NEGOTIATED
Housekeeping Products	LOCALLY NEGOTIATED
Janitorial Supplies and Equipment	LOCALLY NEGOTIATED
Lamps/Ballasts/Fixtures	LOCALLY NEGOTIATED
Laundry Chemicals	LOCALLY NEGOTIATED
Paper Towel Dispensers (Manual)	LOCALLY NEGOTIATED
Paper Towel Dispensers (Mechanized)	LOCALLY NEGOTIATED
Paper Towels and Tissues	LOCALLY NEGOTIATED
Personal Care	LOCALLY NEGOTIATED
Printing Paper	LOCALLY NEGOTIATED
Skincare	LOCALLY NEGOTIATED
Soaps and Lotions (Manual)	LOCALLY NEGOTIATED
Soaps and Lotions (Mechanized)	LOCALLY NEGOTIATED
Stainless Steel Carts and Equipment	LOCALLY NEGOTIATED
Tissue Dispensers (Manual)	LOCALLY NEGOTIATED
Tissue Dispensers (Mechanized)	LOCALLY NEGOTIATED
Non-Contracted Products	LOCALLY NEGOTIATED
PRIVATE LABELED PRODUCTS	LOCALLY NEGOTIATED
WIPERS	LOCALLY NEGOTIATED

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

FOR PREMIER MEMBERS

- Some manufacturers have agreements with Acurity Services (i.e. GOJO, Clorox, Georgia Pacific, Diversey, Kimberly Clark, and 3M). Activate those agreements to receive an even lower cost basis.

Line item pricing is sent to all participating members on a monthly basis. If you are interested in comparing your current costs against this contract, please contact a member of the Hill and Markes Team for further information:

Online Orders – Internet ordering available via the website at www.hillnmarkes.com.

Network Services Connection – As a participant of the Network Services family, Hill & Markes will provide you access to a national provider that focuses on effective solutions with an expansive line of quality name-branded products, supplies and equipment. Additional information about Network Services can be obtained at their website: www.networkdistribution.com.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

hill & markes SINCE 1906 INC. WHOLESALE DISTRIBUTORS

HILL & MARKES SERVICES & PRODUCTS

Hill & Markes, Inc. has been servicing the healthcare industry for over 100 years. From Acute Care and Long Term Hospitals, to Short Term Health, Wellness, and Rehabilitation Centers, Hill & Markes delivers a comprehensive package of programs, services, and products to aid facilities in meeting the cost and personnel challenges of today.

Environmental Services
Cleaning Systems
Cleaning Tools
Cleaning Products
Site Training
Classroom Training
Hands-on Training
Training Procedures
Training Aids
Certification

Materials Management
Major GPO Affiliation
Delivery Options
Supplier sourcing
Inventory Control
Supply Options
Product Bundling
Green Options
Product Training

Infection Prevention
HAI Reduction
HCAPs Survey Reporting
Hygiene Training
Classroom Training
Hands-on Training
Training Procedures
Training Aids
Compliance

Management
Business Reviews
Business Assessments
Product Testing
HCAPs & HAI Training
New Technologies
Staff Training
Compliance

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

UISS Agreement: **Hill & Markes/Network Services/UISS** **Agreement #:** **2116**

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form. For new participants, please return this form to the UISS Team at UISSTeam@iroquois.org, for processing.

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

Signing this form indicates your acceptance to add this facility to this UISS agreement.

PROVISTA

Menu

Contracts | Search Catalog

Logged in

2650321 - Van Rensselaer Manor
Long Term Care

Home > Contract Search Results > Contract Details

CE7583 - Johnson Controls HVAC and Chillers

Contracted Supplier: Johnson Controls
Effective Dates: August 1, 2022 - July 31, 2027
Spend Category: HVAC AND CHILLER
Distribution Method: Both
Number of Products: 0 Products
Facility Status: Not Activated

Future

Quick Links

Information on all Tiers
My Notes
0
Product list
Contract News
Spend for this Category

Contract Documents

Action
File Name

Displaying 4/6

ntract Briefs
hnson_Controls_Exhibit_A_Product_and_Service_Agreement_Pricing.pdf
hnson_Controls_Exhibit_C_Return_Policy.pdf

My Tier Information

Price Program	Current Tier	Current Tier Status	System Status	Next Tier Change	Next Tier Status	Distributor Name Distributor Markup %
Johnson Controls HVAC Construction MRO CE7583...						
Johnson Controls HVAC Construction Project Pricing...						

Contracts Replaced by this Contract

CE2492 - Johnson Controls HVAC

CE2493 - Trane HVAC
CE2494 - Carrier HVAC Chillers & Bldg Automation Awarded by MedAssets

Contracts Replacing this Contract

NO DATA AVAILABLE

Multisource Contracts

CE7581 - Carrier HVAC and Chillers
CE7582 - Daikin Applied HVAC and Chillers
CE7584 - Trane HVAC and Chillers

My Notes

Products & Pricing

Terms & Conditions

Contract Legal Documents

All Vizient contract and pricing information is confidential and proprietary information and must be protected from disclosure in accordance with your existing group purchasing organization agreement. These contracts and related information may only be used for internal business purposes unless Vizient provides prior written consent for other

Document Name	Last Updated
CE7583 Supplier Agreement	07/05/2022

Contacts

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Need Technical Assistance or Trainin
Contact Provista Support at either 888-538-4662 or support@provistaco.cc

VIZIENT CONTRACT BRIEF

MS6870

KCI USA, Inc.

Negative Pressure Wound Therapy

Effective dates: 10/01/2018 - 09/30/2028

Equivalent-source contract

PREVIOUS CONTRACTS IN THIS CATEGORY MS0490 - KCI Negative Pressure Wound Therapy

DISTRIBUTION Direct from the supplier

Agreement access

TO ACTIVATE CONTRACT TIERS - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

ADDITIONAL FORM REQUIRED This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

Pricing and terms

PRICING Refer to Vizient Catalog for line-item pricing.

PRICE TIERS Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

PRICE PROTECTION Firm Price, Initial Term of the agreement but may be subject to reduction due to market conditions.

CONTRACT TERM Initial term is effective through 09/30/2024; Automatic Two (2) One Year Options unless either party gives 90 days notice.

CONTRACT AND PRODUCT UPDATES Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

Contract process and award rationale

COMPETITIVE CONTRACTING PROCESS Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

Request for proposal

Vizient issued a request for proposal in March 2017.

The RFP was issued to these suppliers: 1 st Needs Medical, Cardinal Health 2000 LLC, Convatec, Custom Medical Solutions, DeRoyal, Integrated Healing Technologies, KCI, Medela, Medquest, Molnlycke, Parasol Medical, Pensar Medical, SDP, Smith & Nephew, and Typenex Medical..

Responses were received from these suppliers: Custom Medical Solutions, DeRoyal, Integrated Healing Technologies, KCI, Medela, Pensar,Smith & Nephew, .

Proposal evaluation

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Wound Management Council in February 2017:

- Depth and breadth of coverage Clinical acceptability Supplier capability Member preference

Member input

A member preference survey was conducted in March 2017 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

Best-and-final offer

Based on the scoring results, Cardinal, DeRoyal, KCI, and Smith & Nephew were invited to submit their best-and-final pricing offer in May 2018.

Award validation

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Wound Management Council for their valuable direction and input into this award decision.

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PREMIER HEALTHCARE ALLIANCE, L.P.

GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-093

1.	The "Parties" to this Group Purchasing Agreement are:		
	Premier Healthcare Alliance, L.P. ("Premier")	McKesson Medical-Surgical Inc., McKesson Medical-Surgical Minnesota Supply Inc., and McKesson Medical-Surgical Government Solutions Inc. (jointly and severally, "Distributor")	
	13034 Ballantyne Corporate Place Charlotte, NC 28277	9954 Mayland Drive, Suite 4000 Richmond, VA 23233	
	Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022	Attention: President 800.446.3008 (Phone) Premiersupport@mckesson.com (Email)	
2.	Product Category:	Medical and Surgical Products Distribution	
3.	Effective Date:	January 1, 2022	
4.	Expiration Date:	December 31, 2026	
5.	Term of Agreement (months):	60	
6.	Delivery Time Period (days):	1-3 business days	(Section 6.4)
7.	Premier Administrative Fee:	.33% on all Net Purchases excluding McKesson Brand Products, Rx Products, and Specialty Rx Products; 2.33% on McKesson Brand Products; .15% on Rx Products excluding Specialty Rx Products	(Section 10.1)
8.	Administrative Fee Payment Frequency:	Monthly within 30 days	(Section 10.2)
9.	Participating Member Early Payment Discount	Negotiated at Participating Member Level	(Section 6.1)

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
ii. The attached Premier Standard Terms and Conditions;
iii. The attached Additional Terms and Conditions (if any); and
iv. The following attached exhibits:

Exhibit A-1 (a):	Pricing Terms (Acute Care)
Exhibit A-1(b):	Pricing Terms (Non-Acute Care)
Exhibit A-2:	Participating Member Designation Form – Intentionally Omitted
Exhibit A-3:	Product Price List – Intentionally Omitted
Exhibit B:	Membership Roster Access Instructions
Exhibit B-1:	Dual Membership Notice Instructions – Intentionally Omitted
Exhibit B-2:	Class of Trade Eligibility
Exhibit C:	[Intentionally Omitted]
Exhibit D:	Reporting Format Access Instructions
Exhibit E:	Payment Instructions
Exhibit F:	Minority, Woman-Owned and Small Businesses Policy
Exhibit G:	Distributor's Returned Goods Policy
Exhibit H:	Ordering Instructions
Exhibit I:	Value Adds – Intentionally Omitted
Exhibit J:	Miscellaneous Charges
Exhibit K:	Excluded Participating Members

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PREMIER HEALTHCARE ALLIANCE, L.P.
GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-094

1.	The "Parties" to this Group Purchasing Agreement are:		
	Premier Healthcare Alliance, L.P. ("Premier")	Medline Industries, Inc. ("Distributor")	
	13034 Ballantyne Corporate Place Charlotte, NC 28277	Three Lakes Drive Northfield, IL 60093	
	Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022	Attention: Mark Parry, Vice President, National Accounts 847.949.5500 (Phone) 847.949.2497 (Fax)	
2.	Product Category:	Medical and Surgical Products Distribution	
3.	Effective Date:	January 1, 2022	
4.	Expiration Date:	December 31, 2026	
5.	Term of Agreement (months):	60	
6.	Guaranteed Delivery Time Period (days):	Member Dependent	(Section 6.5)
7.	Premier Administrative Fee:	0.25% Suture/Endomechanical/Staple Product 0.40% for Med/Surg Product	(Section 10.1)
8.	Administrative Fee Payment Frequency:	Monthly, within 45 days	(Section 10.2)
9.	Participating Member Early Payment Discount:	Per Exhibit A-1a and Exhibit A-1b	(Section 6.1)

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
ii. The attached Premier Standard Terms and Conditions;
iii. The attached Additional Terms and Conditions (if any); and
iv. The following attached exhibits:

Exhibit A-1(a): Service and Pricing Terms (Acute Care)
Exhibit A-1(b): Service and Pricing Terms (Non-Acute Care)
Exhibit A-2(a): Participating Member Designation Form (Acute Care)
Exhibit A-2(b): Participating Member Designation Form (Non-Acute Care)
Exhibit A-3: Product Price List – Intentionally Omitted
Exhibit B: Membership Roster Access Instructions
Exhibit B-1: Dual Membership Notice Instructions
Exhibit B-2: Class of Trade Eligibility
Exhibit C: [Intentionally Omitted]
Exhibit D: Reporting Formats Access Instructions
Exhibit E: Payment Instructions
Exhibit F: Minority, Woman-Owned and Small Businesses Policy
Exhibit G: Distributor's Returned Goods Policy
Exhibit H: Ordering Instructions
Exhibit I: Value Adds/Rebate (if applicable) – Intentionally Omitted
Exhibit J: Miscellaneous Charges

IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, each Party has caused this Agreement to be executed by its duly authorized representative as set forth below.

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PREMIER HEALTHCARE ALLIANCE, L.P.
GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-094

1.	The "Parties" to this Group Purchasing Agreement are:		
	Premier Healthcare Alliance, L.P. ("Premier")	Medline Industries, Inc. ("Distributor")	
	13034 Ballantyne Corporate Place Charlotte, NC 28277	Three Lakes Drive Northfield, IL 60093	
	Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022	Attention: Mark Parry, Vice President, National Accounts 847.949.5500 (Phone) 847.949.2497 (Fax)	
2.	Product Category:	Medical and Surgical Products Distribution	
3.	Effective Date:	January 1, 2022	
4.	Expiration Date:	December 31, 2026	
5.	Term of Agreement (months):	60	
6.	Guaranteed Delivery Time Period (days):	Member Dependent	(Section 6.5)
7.	Premier Administrative Fee:	0.25% Suture/Endomechanical/Staple Product 0.40% for Med/Surg Product	(Section 10.1)
8.	Administrative Fee Payment Frequency:	Monthly, within 45 days	(Section 10.2)
9.	Participating Member Early Payment Discount:	Per Exhibit A-1a and Exhibit A-1b	(Section 6.1)

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
ii. The attached Premier Standard Terms and Conditions;
iii. The attached Additional Terms and Conditions (if any); and
iv. The following attached exhibits:

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Exhibit A-1(b): Service and Pricing Terms (Non-Acute Care)
Exhibit A-2(a): Participating Member Designation Form (Acute Care)
Exhibit A-2(b): Participating Member Designation Form (Non-Acute Care)
Exhibit A-3: Product Price List – Intentionally Omitted
Exhibit B: Membership Roster Access Instructions
Exhibit B-1: Dual Membership Notice Instructions
Exhibit B-2: Class of Trade Eligibility
Exhibit C: [Intentionally Omitted]
Exhibit D: Reporting Formats Access Instructions
Exhibit E: Payment Instructions
Exhibit F: Minority, Woman-Owned and Small Businesses Policy
Exhibit G: Distributor's Returned Goods Policy
Exhibit H: Ordering Instructions
Exhibit I: Value Adds/Rebate (if applicable) – Intentionally Omitted
Exhibit J: Miscellaneous Charges

IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, each Party has caused this Agreement to be executed by its duly authorized representative as set forth below.

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United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

Items Contracted	:	Medical/Surgical Distribution
UISS Contract Category	:	Distribution Agreements & Delivery Services
Agreement Number	:	UISS-DS-1705
Agreement Term	:	04/01/2006 – 12/31/2031
Price Protection	:	30-day written notice of any changes
Delivery Terms	:	FOB Destination

Vendor Information

Agreement Vendor	:	Mohawk Healthcare, Inc. 247 Elizabeth Street Utica, NY 13501
Phone Number	:	(800) 962-5660 or (315) 797-0570
Fax Number	:	(315) 797-0365
Website	:	www.emohawk.com

Vendor Contact Information

Thomas Spellman, CEO
tomspellman@emohawk.com

Thomas Spellman, Jr. President & Vendor Relations
tspellmanjr@emohawk.com

Craig Soja, Contract Manager
csoja@emohawk.com

Cody Roberts, Sales Utica Area
croberts@emohawk.com

Mike Sullivan, Jr., Sales Albany Area
msullivanjr@emohawk.com

John Odell, Sales, Sales CNY (Rome, Syracuse)
jodell@emohawk.com

Devin Frye, Sales Utica to Watertown
dfrye@emohawk.com

Francesco Faccioli, Sales Rochester, Buffalo
ffaccioli@emohawk.com

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

Standard Terms & Conditions

1. Supplier shall provide products through its distribution services to **acute-care** Clients at the following mark-up levels:
   a. Cost Plus 5% - monthly volume of $50,000 or more, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.
   b. Cost Plus 7%- monthly volume of $0-$49,999, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.

   Supplier shall provide products through its distribution services to **non-acute** Clients at the following mark-up levels:
   a. Cost Plus 15% - monthly volume of $10,000 or more, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.
   c. Cost Plus 18% - monthly volume of $0 - $9,999, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.

   Markup percentages are firm for the term of this agreement unless the Client fails to pay the 2% service fee imposed due to late payment. If any Client solicits services from Supplier, and Supplier deems this business to be of a highly competitive nature, then Supplier may, at its own discretion, bid a Cost-Plus Percentage lower than agreed without effecting this contract or making this offer available to all Clients and/or may enter into an exclusive arrangement with any Client without altering the original terms of this agreement. Deviations from the terms of the Cost-Plus Percentage will not affect payment of the administrative fee to UISS.

2. Supplier will use its best efforts in competitively pricing non-contract products for all Clients.

3. Supplier shall continuously update Client records to provide timely access to the applicable UISS local, Acurity (formerly known as Greater New York Hospital Association") regional, Premier/Essensa/Innovatix national, and Acurity nationally-enhanced contracts.

4. Supplier shall contract with and bill Clients directly and will look to them, not to UISS, for payment. All Clients, present and future, will have the opportunity to participate under the terms contained herein.

5. All orders will be delivered by Supplier to the Clients no later than five (5) days A.R.O. unless alternate delivery schedules have been mutually agreed upon by the ordering Client. All routine deliveries are F.O.B. to the Client.

6. Supplier shall provide notice to the Client of any item ordered that is "out of stock" or "unavailable" within three (3) hours of receipt of order. No substitutions will be permitted without the advance approval from the ordering Client. Supplier shall notify Clients immediately of any applicable recalls.

7. Supplier shall provide all reasonable efforts to delivery necessary products to facilities in the event of a Class A disaster (defined as a natural or man caused disaster that interrupts the normal flow of life. i.e. earthquake, hurricane, riot, etc.).

8. Supplier shall be in compliance with Sections 6, 7, and 12 of the Fair Labor Standards Act as set forth under the 1964 Civil Rights Acts, Executive Order 11246 and the equal employment opportunity requirements and provisions of Title VI and of Title VII of the Civil Rights Act of 1964 amended, and of Executive Order 11246, as amended.

9. Supplier shall provide list of alignment with Premier Manufacturers (authorized distributor).

10. Supplier shall provide Disaster Contingency and recovery plan for all Clients signing into a prime vendor agreement committing to purchase 75%+ of their medical/surgical monthly volume.

11. Supplier will load member's GPO contract pricing within 10 days once it is approved and received from the manufacturer.

12. Supplier requires a minimum purchase amount of $25 (not subject Provide Minimum Purchase Requirement (if any)

13. Supplier will provide Key Performance Indicators (KPIs) at Client's request with the stipulation the Client signs a prime vendor agreement with the following commitments:
    A. Purchase 75% of their medical/surgical monthly volume
    B. Purchase a minimum of $50,000 per month
    C. Comply with Supplier's payment terms
    D. Commit to Supplier's Inventory Program and the purchase of all custom and personalized products held for the Client.

    Supplier's KPIs will include Fill Rates (at gross amounts and net amounts less industry allowed adjustments) and backordered items with estimated delivery dates.

Will use "Best Efforts" in pricing "non-contracted" products for all Clients. Mohawk may, at its discretion, provide an account a lower cost-plus percentage without effecting this agreement.

Placing Orders

Credit application will need to be processed with references for new accounts. Credit and limits negotiated by customers.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

UISS Agreement: **Mohawk Hospital Equipment, Inc. Med/Surg Distribution** **Agreement #:** **UISS-DS-1705**

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form.
For new participants, please return this form to Mary Brisson at mbrisson@iroquois.org for processing.

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

Signing this form indicates your acceptance to add this facility to this UISS agreement.

VIZIENT CONTRACT BRIEF

SV2262

Otis Elevator Company

Elevator and Escalator Maintenance

Effective dates: 05/01/2020 - 04/30/2027

Multi-source contract

OTHER CONTRACTS IN THIS CATEGORY SV2261 - KONE Elevator and Escalator Service, Repair and Maintenance, SV2263 - Schindler Elevator and Escalator Service, Repair and Maintenance, SV2264 - Thyssenkrupp Elevator and Escalator Service Repair and Maintenance

PREVIOUS CONTRACTS IN THIS CATEGORY SV0641 - Otis Elevator Equipment & Svcs, SV0642 - ThyssenKrupp Elevator Service, SV0643 - KONE Elevator Service, SV0644 - Schindler Elevator Maintenance Awarded by MedAssets

DISTRIBUTION Direct from the supplier

Agreement access

TO ACTIVATE CONTRACT TIERS - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

ADDITIONAL FORM REQUIRED This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

Pricing and terms

PRICING Pricing detail is available from the Contract Documents area of the contract details page in Vizient Catalog.

PRICE TIERS Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

PRICE PROTECTION Firm Price, Entire Term of the agreement but may be subject to reduction due to market conditions.

CONTRACT TERM Initial term is effective through 04/30/2023; Automatic Two (2) One Year Options; unless Vizient gives 90 days notice or Supplier gives 180 days notice.

CONTRACT AND PRODUCT UPDATES Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

Contract process and award rationale

COMPETITIVE CONTRACTING PROCESS Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

Request for proposal

Vizient issued a request for proposal in May 2019.

The RFP was issued to these suppliers: ThyssenKrupp ; Schindler ; Otis ; KONE.

Responses were received from these suppliers: ThyssenKrupp ; Schindler ; Otis ; KONE.

Proposal evaluation

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Facilities and Construction Council in April 2019:

- Breadth & Depth ; Quality of Service ;Member Preference ; Terms and Conditions ; EPP

Member input

A member preference survey was conducted in January 2019 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

Best-and-final offer

Based on the scoring results, ThyssenKrupp ; Schindler ; Otis ; KONE were invited to submit their best-and-final pricing offer in November 2019.

Award validation

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Facilities and Construction Council for their valuable direction and input into this award decision.

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Contracts

pp-di-001d

All Facilities

Basic Advanced

SCA Home | Catalog | Activations

National Foodservice Distribut

US Foods, Inc.

PP-DI-001D

Premier

View Spend

Effective 07/01/2020
Expires 06/30/2030
Status Active
Category FOOD DISTRIBUTION
Supplier Website
http://www.usfoodservice.com

Related Links
There are no related resources available for this contract.

Tiers | Products | Details | Contract Resources | Info Sheet | Related Cc

Tiers

No Tier data found for the contract.

Contract Detail

Contract Name: Reusable Textiles and Services
Contract Number: PP-FA-915
Contract Status: Active
Contract Effective: 12/01/21
Contract Expiration: 11/30/27
Contracted Supplier: Standard Textile Co., Inc.
http://standardtextile.com
Favorite: No
Contract Type: Premier
Diversity Type:
Green:
Award Type: Multi source
Group Buy: No
Last Updated: 08/19/24
Available for Price Activation: Yes
Commitment Agreement: PMDF or Price Activation
MDF Required for Access to Base Price: No
DSH Pricing: No
Localization Allowed:
Ascend Pricing: No
Rebate Available: No
Replaces: PP-FA-709
Replaced By:
Contract Notes: Reusable Textiles and Textile Services
Activation Instructions:
Additional PA Ts&Cs Required: No

Contract Contacts:

First Name	Last Name	Phone	Fax	Email	Web Address	Title
Norman	Frankel	(513) 761-9255	(513) 679-7992	nfrankel@standardtextile.com		Vice President Of Sales

Premier Internal Categories
Capital Equipment / Facilities

Premier® confidential and proprietary and intended solely for the information and benefit of the immediate recipient and Premier, Inc.

Contract Detail

Price Tiers:

Status: Active

Tier Description	Marketing Program	Local Tier	Preferred	Price Activated	Aggregatable?	Tier Effective	Tier Expiration	Status
TIER 1: No Commitment Required, PMDF Not Required. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	Yes	Yes	12/01/21	11/30/27	Active
TIER 2: $100,000 TO < $300,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 3: $300,000 TO < $1,500,000 OR Academic Health System. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 4: $1,500,000 TO < $3,000,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
TIER 5: >= $3,000,000. Total Product Purchases ($ Per Calendar Year).	N/A	No	No	No	Yes	12/01/21	11/30/27	Active
VBC Program TIER: Value Based Contract (VBC) Program: In Addition To The Pricing Tiers, This Agreement Includes A Voluntary Option For Participating Members To Participate In Seller's Value Based Contract Program As Set Forth In Exhibit J. In Order For Participating Member To Be Verified By Premier As Eligible For The Value Based Contract Program AND Approved By Seller To Participate In The Value Based Contract Program: (I) Seller AND Participating Member Are Responsible For Completing AND Signing An Execution Version Of The Value Based Contract Program Exhibit J; AND (Ii) Participating Member Is To Designate Its Participation In The Value Based Contract Program By Selecting The VBC Program Tier.	N/A	No	No	No	No	12/01/21	11/30/27	Active

Contract Detail

Information Sheet:

Acquisition Method

ACQUISITION METHODS:

Purchase

Agreement Period

72 Months

Alternate Sites

ALTERNATE SITE AVAILABILITY:

The Parties hereto also acknowledge that Participating Members may include entities/facilities which are accessing the benefits of this Agreement through participation in the group purchasing programs operated by a Premier affiliate rather than Premier itself. Such entities/facilities shall nonetheless be deemed Participating Members under this Agreement.

Alternate site use is available

Attachments

Group Purchasing Agreement;Participating Member Designation Form (PMDF);Product and Pricing Terms;Product Change Look Up Form;Returned Goods Policy;Products and Pricing;Ordering Instructions

Commitment

COMMITMENT:

This agreement contains tiered pricing under which members have the ability to access more favorable pricing for higher commitment levels. To the extent supplier does not have sufficient information to determine which tier applies to a particular Premier member, it may ask the member to complete a Member Designation Form or electronic activation to indicate the member's applicable tier and whether the member wishes to aggregate purchasing activity within its multi-facility system and/or among other affiliated facilities to the extent the member can influence the purchasing decisions of such facilities.

Document(s) required to access base pricing: None
Document(s) required to access pricing for Tier 2 or higher: Yes
Document(s) required by supplier for Premier's distribution to Member: No

Commitment Required for Access to Base Price

No. Required for tiers 2 and higher

Confidentiality

HIPAA Compliance. Seller represents and warrants that to the extent applicable it shall, with respect to its obligations under this Agreement and interactions with Participating Members, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"). Seller further represents and warrants that in the event Seller is providing a service or function for or on behalf of a Participating Member that requires the use and disclosure of "protected health information" (as defined by HIPAA), it shall obtain such access in compliance with HIPAA.

Without limiting the foregoing, if Seller serves in the capacity of a "business associate" (as defined by HIPAA) in its interactions with a Participating Member, Seller shall comply with the terms and conditions set forth in the sample business associate agreement located at the website of the Department of Health and Human Services Office for Civil Rights ("OCR"), unless the applicable Participating Member and Seller enter into a business associate agreement on mutually acceptable terms. In the event Seller is acting as a "health care provider" (as defined by HIPAA), and needs access to protected health information in providing the Product to a Participating Member, Seller will abide by the applicable policies established by such Participating Member when accessing, using and disclosing protected health information.

Seller and Premier agree and acknowledge that by entering into this Agreement they have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under HIPAA. Under no circumstances will either Party request from the other Party, nor will either Party provide to the other Party, any protected health information.

Contract Title

Reusable Textiles and Textile Services

Distribution

DISTRIBUTION:

Reusable Textiles and Textile Services - Products on this contract can be purchased only direct from the supplier

Distributor

DISTRIBUTOR

Seller does agree to take no action or make any change that would materially change the ultimate delivered price paid by the Participating Member, with respect to Authorized Distributors.

Early Payment Discount

EARLY PAYMENT:

Yes this contract allows for an early payment discount

The discount is 2% / Net 10.

Freight Management Program

FREIGHT MANAGEMENT PROGRAM:

The Participating Member in its sole discretion establishes a freight management program, including without limitation a program whereby the Participating Member uses a third party for inbound freight management or services (a"Member Freight Program"), Seller shall accommodate such Member Freight Program at no additional cost to the Participating Member.

Section 6.3 Shipping Terms - Member Freight Program has been altered: Member Freight Program has not been modified or altered.

GLN Reporting Sales/Admin

REPORTING GLN - SALES/ ADMIN:

Yes

Seller shall provide Premier with monthly reports of all Products purchased by and delivered to each Participating Member. This includes Products purchased pursuant to any Member Agreement (as defined in Section 10.1), and Premier Administrative Fees generated by each Participating Member. Participating Members will be identified by Global Location Number

Contract Detail

Information Sheet:

	("GLN"). The GPO ID number, as noted in the Membership Roster, DEA number or HIN number may also be provided. Seller shall provide such reports to Premier no later than thirty (30) days after the last day of the applicable calendar month. All data reports submitted to Premier under this Agreement shall include the Global Trade Item Number ("GTIN") to identify Products. All reporting requirements are described in the section titled 867 (Sales File / Administrative Fee Requirements) of the PERF Guide.
Grandfathering	GRANDFATHERING: Grandfathering language is provided in this agreement? Section 7.1.1
Guarantee of Delivery	GUARANTEED DELIVERY TIME: 5 Days
Guaranteed Savings	GUARANTEED SAVINGS: No language exists
Large Order Threshold	LARGE ORDER: N/A
Minimum Order Requirements	MINIMUM ORDER: Yes, Purchase Orders shall be for no less than case pack.
Ordering Instructions	Standard Textile Co., Inc.: 1 Knollcrest Drive, Cincinnati, OH 45237: website www.standardtextile.com: phone 800.999.0400: fax 800.436.7821
Payment Terms	Direct: Member full payment is due in 30 days. Distributor: Contract allows the Participating Member to negotiate the payment terms for the products purchased from and shipped by an authorized distributor.
Price Protection	PRICE PROTECTION: Price Protection has been agreed to for Agreement Term. Product pricing is set forth on Exhibit A-3 attached hereto. Throughout the Term of this Agreement, Seller shall not increase any of the prices set forth in Exhibit A-3. unless economic conditions warrant a price adjustment due to increases or decreases in raw material or supply costs, in which case Seller or Premier may propose a price adjustment and the Parties shall meet and discuss within fifteen (15) days of the other Party's proposal. If Seller requests a price increase, Seller will provide proof that raw material costs increased and the requested price increase to any Product(s) will be based on the percentage content of raw material in Seller's Product. If the Parties are unable to agree on an appropriate price adjustment within this fifteen (15) day period, either Party may terminate this Agreement without cause or penalty by providing the other Party with one-hundred and twenty (120) days written notice of termination.
Pricing	PRICING: Pricing is offered Net Member
Product Acceptance / Rejection	PRODUCT ACCEPTANCE / REJECTION: Participating Members shall have ten (10) business days from the date of delivery to inspect the Product(s) and to accept or reject such Product(s). "Acceptance" of Products by Participating Members shall occur when Seller and the applicable Participating Member in good faith mutually agree in writing that the Product(s), (a) conform(s) to the product specifications published by Seller or manufacturer (if Seller is not the manufacturer) at the time of order placement or as mutually agreed by Participating Member and Seller ("Specifications") and is completely ready to perform all procedures for which it is designed and marketed by Seller and, (b) is/are completely ready for clinical use. In the event a Participating Member, after such inspection, rejects the Product(s), the Participating Member shall have the right to return the rejected Product(s) for, at the Participating Member's option, full credit of purchase price or, if applicable, replacement of the rejected Product(s). Section 6.3 Shipping Terms / Section 6.8 Product Acceptance has been altered: Product Acceptance has not been modified or altered
Refurbished Equipment	REFURBISHED EQUIPMENT: N/A
Replacement Parts - Capital	CAPITAL - REPLACEMENT PARTS: Capital - Replacement Parts Language: None Section 8.5 Replacement Parts has been altered: N/A
Returned Goods Policy	RETURNED GOODS POLICY: A Returned Goods Policy is associated with this agreement? Yes The Returned Goods Policy is located in Exhibit G and the restocking fee is 10%.
Service Options	SERVICE OPTIONS: N/A
Shipping Terms	Direct: 1. TITLE TRANSFER occurs at destination. 2. The supplier carries the RISK of LOSS during transit of the goods. 3. FREIGHT PAYMENT is the responsibility of the Supplier.

Contract Detail

Information Sheet:

	Distributor: Contract allows the Participating Member to negotiate the shipping terms for the products purchased from and shipped by an authorized distributor.
Termination Existing Contract	TERMINATION OF EXISTING CONTRACTS: Any Participating Member desiring to avail itself of the benefits of this Agreement may, at its option and without liability, terminate any existing contract(s) or other arrangement(s) with Seller for the purpose of participating in the group purchasing arrangement set forth in this Agreement. Notwithstanding a Participating Member's election under this Section 5.0, Seller's obligation to pay Premier Administrative Fees on a Participating Member's purchases pursuant to a Member Agreement as set forth in Section 10.1 shall apply. In the event Premier notifies Seller that a Participating Member is in the process of converting from another Group Purchasing Organization ("GPO") to Premier's Group Purchasing program, if such Participating Member's current net delivered pricing under its former GPO arrangement is more favorable than the net delivered pricing for which such Participating Member would be eligible under this Agreement, Seller agrees to honor such Participating Member's current pricing. Seller shall notify all Authorized Distributors of such extended pricing terms. Seller agrees to use commercially reasonable efforts to continue such Participating Member's pricing pursuant to an agreement between Seller and Participating Member that incorporates this Agreement. Section 5.0 Termination of Existing Contracts has been altered: The standard template language is in the agreement
Tier Complexity	Preferred Tier Level 1 (Requires one variable to be analyzed)
Trade In Allowances	TRADE-IN ALLOWANCE: N/A
Training	TRAINING: This contract allows for user training as it relates to the Products at no additional cost to the Participating Member? Yes Included in the price of the Product(s), Seller will provide to each Participating Member in-service and clinical training related to the Products as required or requested by each Participating Member.
Value Adds	VALUE ADD: Other Risk-free trial to evaluate DermaTherapy silk like therapeutic bedding
Warranties	Seller hereby warrants that all Products supplied hereunder shall be free and clear of all liens and encumbrances, that Seller has good and merchantable title, and that each of the Products shall be free from defects in design, material, workmanship and labeling and shall conform to the published specifications for such Product and Seller's representations regarding the functions and uses for which the Product is marketed. All costs of transportation and insurance related to any warranty return of the Product(s) by the Participating Member shall be paid by Seller. All of the warranties referenced or set forth in this Section 12.2 shall be in addition to all other warranties which may be prescribed by law. Attached hereto as Exhibit G is a detailed description of additional warranties applicable to the Products. Seller further represents and warrants that: (a) the Products; (b) the packaging, instructions and other materials supplied therewith; and (c) their contemplated uses do not and will not directly infringe, or contribute to the infringement of, any intellectual property right, including, but not limited to, any patent, copyright, trademark or trade secret right. In the event any document prepared by Seller ("Seller's Documents") contains a limitation of liability, such limitation of liability shall not apply to Seller's indemnification obligations under Section 12.1 of this Agreement. Seller agrees that in the event any Seller Documents contain a limitation on the amount of damages that may be paid to a customer, including Participating Member, such limitation will not apply with respect to Products. In addition, should the Seller Documents contain any specific warranty period ("Warranty Period"), such Warranty Period shall commence upon Acceptance (as defined in Section 6.3). To the extent that the products and services covered by this Agreement contain no operating software, programmable hardware, or resident executable code, and do not involve the use of software (whether local or via the Internet), the following sections 12.2.1-12.2.5 do not apply.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Weaver

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/9

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County Bureau of Public Safety is in receipt of a grant award from the New York State Division of Homeland Security and Emergency Services for the FY 2025 & 2026 Public Safety Answering Point Operations Grant Program (PSAP2025-26) Contract C197245 in the amount of $345,450.00 for the period of January 1, 2026 through December 31, 2028; and

WHEREAS, The grant will provide funding to the Bureau of Public Safety Emergency Communications Center 911 Center; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby is amended as follows:

2026 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.33972.PSAPG Other Public Safety Grants	$0.00	$345,450.00	$345,450.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.02400.PSAPG Equipment	$0.00	$120,450.00	$120,450.00
A.3640.04420.PSAPG Maintenance	$0.00	$185,000.00	$185,000.00
A.3640.04560.PSAPG Training	$0.00	$40,000.00	$40,000.00
TOTAL APPROPRIATIONS:	**$0.00**	**$345,450.00**	**$345,450.00**

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE

Requested by: Bureau of Public Safety

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 0.00 current year
0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Grant

   a) For federal funding: amount $ 0 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes 0 or No 0

   b) For state funding: amount $ 0 and length of time state funding is available 0 _____. Is it available for ongoing expenses? Yes 0 or No 0

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $ 0
   Total projected interest costs $ 0

   d) Tax levy impact for current year $ 0 and ongoing $ 0

   e) Other (please explain) $ 0

3) Is this expense or program mandated? Yes 0 No 0

4) Length of expense or project (one time only, ongoing, etc.): 0

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Acceptance of State Grant for operations

Department Head

E. Heffern - BPS

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

TERENCE O'LEARY
Commissioner

July 7, 2026

The Honorable Steven F. McLaughlin
Rensselaer County Executive
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. McLaughlin:

I am pleased to announce that Rensselaer County has been awarded $345,450 under the Combined SFY2025 & SFY2026 Public Safety Answering Point (PSAP) Operations Grant Program. This program, administered by DHSES, provides State support through grant funding for localities to enhance public safety call-taking and dispatching capabilities. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service.

The performance period for the Combined SFY2025 & SFY2026 PSAP Operations Grant Program will be 36 months (January 1, 2026 – December 31, 2028). Please note that expenditures submitted for reimbursement must be incurred during the period of performance. Our Grants Program Administration staff will work with your designated PSAP point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your PSAPs. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

Terence O' Leary
Commissioner

Project ID#: PS25-1031-E00

CONTRACT PROCESSING ROUTING FORM

8/20/2026

DHSES Number: WM25197245 Contract #: C197245 Award Amount: $345,450.00 Match Amount: 0.00

County: Rensselaer

Grantee: Rensselaer County Project Coordinator: Mike Tomaso

Implementing Agency: Rensselaer County Bureau of Public Safety Project Title: FY2025-26 Public Safety Answering Point Grant Program

Other:

	DATE	INITIALS	ENTERED IN E-GRANTS
Initial Award Entry			
Award Notification	7/7/2026		
Application Received Date	5/26/2026		
External Approval (Advisory Board)			
Contract Info Recvd	8/4/2026		
Level 1 Review (Program Rep)	8/4/2026		
Level 2 Review (Supervisor)	8/4/2026		
Level 3 Review (Manager)	8/19/2026		
Sent For Grantee Sign	8/19/2026		
Received From Grantee	8/20/2026		
Level 4 Approved (Program Manager)			
Level 5 Approved (Director)	8/20/2026		
Sent to Finance	8/20/2026		
Received in Finance (Finance's Date)	8/20/2026	CHF	
Finance Rejected (Finance's Date)			
Reject Received From Finance			
Resubmitted to Finance			
Reiected Received Back in Finance (Finance's Date)			
Sent to AG	8/21/2026	CHF	
AG approved	8/26/2026	CHF	
Sent to OSC	9/14/2026	RJO	
OSC Approved - Executed Date	9/18/2026	RJO	
Received from OSC (Finance's Date)	9/18/2026	RJO	
Returned to Contracts Unit (Finance's Date)	9/18/2026	RJO	
Received From Finance			
Executed Sent to Grantee			

DHSES CONTRACT SUMMARY FACT SHEET

Funding Year: 2026

DHSES Cost Center: PS2026

CFDA #:

OSC Procurement Code:

Contract Period: 01/01/2026 - 12/31/2028

Grantee is Not-for-Profit?: N

Advance Amount Requested: $0.00

Waiver:

COMMENTS:

From: Levine, Amanda
To: Fischer, Christopher (DHSES); Contract Approval
Cc: O"Connor, Robert (DHSES)
Subject: Approved - RE: DHSES C197245 FY25 PSAP Rensselaer County Contract
Date: Wednesday, August 26, 2026 1:25:08 PM

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

Approved as to Form: 08/26/2026 by Amanda Levine
Received: 08/21/2026

OAG: CAS please file and enter. "G" Amount: 345,450

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Amanda Levine
Senior Attorney
Contract Approval Unit
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION
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From: Fischer, Christopher (DHSES) <Christopher.Fischer@dhses.ny.gov>
Sent: Friday, August 21, 2026 9:56 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: O'Connor, Robert (DHSES) <Robert.OConnor@dhses.ny.gov>
Subject: DHSES C197245 FY25 PSAP Rensselaer County Contract

[EXTERNAL]

Sincerely,

Chris Fischer
Associate Accountant

NYS Division of Homeland Security & Emergency Services
State Office Campus-1220 Washington Ave-Bldg. 7A-Floor 6 Albany, NY 12226
(518) 474-4510 | Christopher.Fischer@dhses.ny.gov
www.dhses.ny.gov

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STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	**NYS COMPTROLLER'S NUMBER:** C197245 (Contract Number) **ORIGINATING AGENCY CODE:** 01077
GRANTEE/CONTRACTOR:(Name & Address) Rensselaer County 1600 7th Avenue Troy NY 12180	**TYPE OF PROGRAMS:** PS2026 **CFDA NUMBER:** **DHSES NUMBERS:** WM25197245
FEDERAL TAX IDENTIFICATION NO: 14-6002569 **MUNICIPALITY NO:** (if applicable) 380100000 000 **SFS VENDER NO:** 1000002434 **DUN & BRADSTREET NO:** KN8QNKNL4NM9	**INITIAL CONTRACT PERIOD:** FROM 01/01/2026 TO 12/31/2028 **FUNDING AMOUNT FOR INITIAL PERIOD:** $345,450.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	**MULTI-YEAR TERM:** (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	**APPENDIX ATTACHED AND PART OF THIS AGREEMENT** x APPENDIX A Standard Clauses required by the Attorney General for all State contracts x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____. _____.
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Director of Grants Program Administration Date: 08/20/2026 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Steven McLaughlin County Executive Date: 08/20/2026	
ATTORNEY GENERAL'S SIGNATURE _____. Title: _____. Date: _____.	**COMPTROLLER'S SIGNATURE** _____. Title: APPROVED . Date: DEPT. OF AUDIT & CONTROL . Sep 18 2026 Jennifer Lauer FOR THE STATE COMPTROLLER

Project #: PS25-1031-E00 Public Safety Answering Points Grant **Project Status:** Executed

Participant: Rensselaer County

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Budget Summary

Participant	Grant Funds		Matching Funds		Total
Rensselaer County		$0.00		$0.00	$0.00
Rensselaer County Bureau of Public Safety		$345,450.00		$0.00	$345,450.00
Total	100.00%	$345,450.00	0.00%	$0.00	$345,450.00

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant
Rensselaer County

Rensselaer County Bureau of Public Safety

Version 1 - Edit (Click here to add more lines to budget categories)

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	PSAP Equipment Upgrades (backup battery system and...	1	$45,000.00	$45,000.00	$45,000.00	$0.00	no
2	Upfitting of Mobile Communications Vehicle	1	$60,450.00	$60,450.00	$60,450.00	$0.00	no
3	Dispatch Workstation Equipment (monitors, computer...	1	$15,000.00	$15,000.00	$15,000.00	$0.00	no
Total				$120,450.00	$120,450.00	$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Registration Costs for 911 In-Service Training	1	$40,000.00	$40,000.00	$40,000.00	$0.00	no
2	PSAP Operating Expenses (network connectivity, pho...	1	$150,000.00	$150,000.00	$150,000.00	$0.00	no
3	Computer-Aided Dispatch (CAD) Software and Mainten...	1	$35,000.00	$35,000.00	$35,000.00	$0.00	no
Total				$225,000.00	$225,000.00	$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$345,450.00	$345,450.00	$0.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/10

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolutions G/2/25 and G/134/26 authorized agreements with Health Advocates Network for clinical nurse staffing services to aid residents of Van Rensselaer Manor for the of period January 1, 2025 – December 31, 2026 for an amount not to exceed $2,100,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Health Advocates by increasing the not to exceed amount from $2,100,000.00 to $2,500,000; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Agency Nurse Staffing 1/1/2025-12/31/2026	Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431	EH.06020.35	$2,100,000	$2,500,000

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☑ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWROK FOR CLINICAL NURSE STAFF

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $400,000
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): 2026 Adopted Budget
3) Is this expense program mandated? YES: ☐ NO ☑
4) Length of expense or project (one time only, ongoing, etc.): 01/01/2024 - 12/31/2026
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2026 Adopted Budget.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver

Sent To: Social Services **Committee** **Date** April 14, 2026

Resolution No. G/134/26

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents; and

WHEREAS, In order to safely comply with this requirement, a staffing agency is utilized to aid in providing clinical nursing staff for personal care to residents at Van Rensselaer Manor; and

WHEREAS, Resolution G/2/25 authorized a contract with Health Advocates Network and Resolution G/382/25 increased the not to exceed amount for period January 1, 2025 - December 31, 2025; and

WHEREAS, Van Rensselaer Manor is requesting to increase the not to exceed amount from $1,100,000 to $2,100,000 and extend the contract thru December 31, 2026; and

WHEREAS, The agreement is being made in accordance with the Policies and Procedures set forth in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Agency Nurse Staffing January 1, 2025 - December 31, 2026	Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431	EH.06020.35	$1,100,000.00	$2,100,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes: 17
Nays: 0
Abstain: 0
April 14, 2026

Clerk of the Legislature

Sent to County Executive 4/15/26

Received from County Executive 4/16/26

Jessica L. Chase
Clerk of the Legislature

Executive Action

Approved ✓ **Date** 4/15/26

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

THIRD AMENDMENT TO
TEMPORARY EMPLOYEE STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
HEALTH ADVOCATES NETWORK, INC.

This Third Amendment takes effect as of **January 1, 2026** and is made between Rensselaer County on behalf of the Van Rensselaer Manor, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and Health Advocates Network, Inc., with an address of 1875 NW Corporate Blvd., Suite 120, Boca Raton, Florida 33431 hereinafter referred to as the "HAN."

WHEREAS, Client and HAN entered into a Temporary Employee Staffing Agreement ("Agreement") effective January 1, 2025 hereinafter referred to as the "Agreement"; an Amendment effective January 1, 2025, and a Second Amendment effective January 1, 2026 hereinafter referred to as “Amendments: and

WHEREAS, Client and HAN wish to amend the Agreement and Amendments in certain respects as set forth in this Amendment; and

NOW THEREFORE, Client and HAN agree as follows:

1. **EXHIBIT A** shall be revised as follows:

   A. **Contract Ceiling Amount** -- **Bill Rates**
   rate table and contract ceiling information in its entirety, and

   Delete Contract Ceiling and Replace with New Contract Ceiling:

   “In consideration of the above services, CLIENT agrees to pay HAN a sum not to exceed Two Million and One Hundred Thousand 00/100 Dollars ($2,500,000.00) for the term of this Agreement”

2. Except as expressly amended in this Amendment, the Agreement, Amendment and Amendment two remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the dates set forth below.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Weaver

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/11

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County Bureau of Public Safety is in receipt of a grant award from the New York State Division of Homeland Security and Emergency Services for the SFY 2025-26 Statewide Interoperable Communications Grant Program (SICG25), Contract C197103 in the amount of $1,282,720.00 for the period of January 1, 2026 through December 31, 2030; and

WHEREAS, The grant will support the continued operation, resiliency and enhancement of the County public safety communications system through interoperability planning, subscriber equipment, tower-site rental, fiber and microwave connectivity, land mobile radio system expenses and infrastructure and network maintenance; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant agreement, together with any and all documents for such grant award, including any and all no cost extensions of such grant award subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby is amended as follows:

2026 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.33972.SICGP Other Public Safety Grants	$0	$1,282,720	$1,282,720

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.02400.SICGP Other Equipment	$0	$222,720	$222,720
A.3640.04420.SICGP Maintenance	$0	$935,000	$935,000
A.3640.04900.SICGP Professional Services	$0	$25,000	$25,000
A.3640.04450.SICGP Rental Equipment / Maintenance	$0	$100,000	$100,000
TOTAL APPROPRIATIONS: $0		**$1,282,720**	**$1,282,720**

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:_____ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE

Requested by: Bureau of Public Safety

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 0.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): STATE GRANT ACCEPTANCE

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No _____

4) Length of expense or project (one time only, ongoing, etc.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Acceptance of State Grant and amend 2026 county budget only no tax impact to county.

Department Head

Digitally signed by Edward J. Heffern
Date: 2025.04.21 15:18:19 -04'00'

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

TERENCE O'LEARY
Commissioner

July 7, 2026

The Honorable Steven F. McLaughlin
Rensselaer County Executive
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. McLaughlin:

I am pleased to announce that Rensselaer County has been awarded $1,282,720 under the New York State Combined SFY2025 & SFY2026 Statewide Interoperable Communications Grant Program (SICG-Formula Grant Program). This program, administered by DHSES, provides State support through grant funding for localities to sustain and improve Land Mobile Radio (LMR) Systems; maintaining components that support interoperability; training and exercises that include communications as a focus; and sustaining and developing governance structures to improve interoperable communications. The SICG-Formula Grant Program will concentrate on improving interoperability and operability of communications systems in New York State. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service.

The performance period for the Combined SFY2025 & SFY2026 SICG-Formula Grant Program will be 60 months (January 1, 2026 – December 31, 2030). Please note that expenditures submitted for reimbursement must be incurred during the period of performance. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your communications systems. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

Terence O' Leary
Commissioner

Project

Home
Open
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Go to
Attachment
Progress
Site Review
Financial
Property

Reports
Application
Deficiency
Draft Contract
Final Contract

Help
Logout

Login ID:
eheffern

4.3.7

Project #: SI25-1023-E00 Statewide Interoperable Communications Grant **Project Status:** Executed

Participant: Rensselaer County

General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance

Complete screen information and save. Add a National Priority and Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DHSES website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.

Project Title *
(60 Character Limit) SFY2025/26 State Interoperable Communications Grant Program

Project Start Date 01/01/2026 **(If known or applicable)**

Project End Date 12/31/2030 **(If known or applicable)**

Project Period **Years 5 Months 0**

Submission Date 06/05/2026

Grant Funds $1,282,720.00 100.00%

Matching Funds $0.00 0.00%

Total Funds $1,282,720.00

County * Rensselaer

Summary Description of Project * (Please limit to one or two paragraphs)

This project will support the continued operation, resiliency, and enhancement of the Rensselaer County public safety communications system by funding critical land mobile radio (LMR) infrastructure, interoperability planning, network connectivity, maintenance, and subscriber equipment. Proposed activities include the development and implementation of regional interoperability and communications system plans through specialized consulting services; continued operation of radio tower sites and associated rental costs; preventative and corrective maintenance of radio infrastructure, tower facilities, and network

Cancel Check Spelling

*** - Mandatory Field**

Federal Program Purpose Area

Description	Remove

Project #: SI25-1023-E00 Statewide Interoperable Communications Grant **Project Status:** Executed

Participant: Rensselaer County

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Budget Summary

Participant	Grant Funds		Matching Funds		Total
Rensselaer County		$0.00		$0.00	$0.00
Rensselaer County Bureau of Public Safety		$1,282,720.00		$0.00	$1,282,720.00
Total	100.00%	$1,282,720.00	0.00%	$0.00	$1,282,720.00

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant

Rensselaer County

Rensselaer County Bureau of Public Safety

Version 1 - Edit (Click here to add more lines to budget categories)

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Consultant Costs for Planning (development, design...	1	$25,000.00	$25,000.00	$25,000.00	$0.00	no
	Total			$25,000.00	$25,000.00	$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Interoperable Communications Subscriber Equipment ...	1	$222,720.00	$222,720.00	$222,720.00	$0.00	no
	Total			$222,720.00	$222,720.00	$0.00	

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Tower Site Rental Costs	1	$100,000.00	$100,000.00	$100,000.00	$0.00	no
	Total			$100,000.00	$100,000.00	$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Fiber and Microwave Connectivity Costs	1	$85,000.00	$85,000.00	$85,000.00	$0.00	no
2	Land Mobile Radio (LMR) System Related Expenses	1	$350,000.00	$350,000.00	$350,000.00	$0.00	no
3	Land Mobile Radio (LMR) System Maintenance Costs	1	$500,000.00	$500,000.00	$500,000.00	$0.00	no
	Total			$935,000.00	$935,000.00	$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$1,282,720.00	$1,282,720.00	$0.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/12

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolutions G/452/24, G/381/25, and G/133/26 authorized a contract and contract amendments with Cross Country Staffing, Inc. for clinical nurse staffing services for the period of November 12, 2024 through December 31, 2026; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Cross Country Staffing, Inc. by increasing the not to exceed amount from $1,600,000 to $2,000,000; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Clinical Nurse Staffing 11/12/2024 - 12/31/2026	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	$1,600,000	$2,000,000

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☑ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFF

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $400,000
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): 2026 Adopted Budget
3) Is this expense program mandated? YES: ☐ NO ☑
4) Length of expense or project (one time only, ongoing, etc.): 11/12/2024 - 12/31/2026
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2026 Adopted Budget.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** April 14, 2026

Resolution No. G/133/26

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFF - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents; and

WHEREAS, In order to safely comply with this requirement, a staffing agency is utilized to aid in providing clinical nursing staff for personal care to residents at Van Rensselaer Manor; and

WHEREAS, Resolution G/452/24 authorized a contract with Cross Country Staffing, Inc. and Resolution G/381/25 amended the contract amount for period November 12, 2024 - December 31, 2025; and

WHEREAS, Van Rensselaer Manor is requesting to increase the not to exceed amount from $800,000 to $1,600,000 and extend the contract through December 31, 2026; and

WHEREAS, The agreement is being made in accordance with the Policies and Procedures set forth in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Clinical Nurse Staffing November 12, 2024 - December 31, 2026	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	$800,000.00	$1,600,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes: 17
Nays: 0
Abstain: 0
April 14, 2026

Clerk of the Legislature

Sent to County Executive 4/15/26

Received from County Executive 4/16/26

Jessica L. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 4/15/26

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

THIRD AMENDMENT TO
STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
CROSS COUNTRY HEALTHCARE SERVICES

This Third Amendment takes effect as of **January 1, 2026** and is made between Rensselaer County, on behalf of the Van Rensselaer Manor, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and **Cross Country Healthcare Services** located at 6551 Park of Commerce Blvd., Boca Raton, Florida 33487 hereinafter referred to as the "AGENCY."

WHEREAS, Client and AGENCY entered into a Staffing Agreement ("Agreement") effective November 12, 2024, hereinafter referred to as the "Agreement", an Amendment effective November 12, 2024 hereinafter referred to as “Amendment,” and a Second Amendment effective January 1, 2026 hereinafter referred to as Second Amendment;

WHEREAS, Client and AGENCY wish to amend the Agreement, Amendment, Second Amendment in certain respects as set forth in this Third Amendment; and

NOW THEREFORE, Client and AGENCY agree as follows:

1. **EXHIBIT A shall be revised as follows:**
   Delete: “a sum not to exceed $1,600,000.00 for the Term of this Agreement” and
   Replace with: “a sum not to exceed $2,000,000.00 for the Term of this Agreement”

2. Except as expressly amended in this Third Amendment, the Agreement, Amendment and Second Amendment remain in full force and effect.

IN WITNES WHEREOF, this Third Amendment has been executed by the duly authorized officers of the respective Parties on the dates set forth below.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/15

RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND - HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/273/25 authorized an agreement with Ramboll America Engineering Solutions, Inc. for engineering design services relating to Capital Project H1187 Dyken Pond in an amount not to exceed $39,510.00; and

WHEREAS, In order to advance the project through the additional phases, a supplemental agreement is required to cover the costs of additional engineering design services; and

WHEREAS, The name and address of the contracting party, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
RFP 25-19 Engineering Design Services	Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202	H.5110.02500.H1187	$39,510.00	$93,800.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:___X_____ P Resolution:_____

Title of Legislation: EXECUTION OF ENGINEERING SUPPLEMENTAL AGREEMENT – DYKEN POND DAM

Requested by:_____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 93,800 current year
   $ 0.00 ongoing expenses per year.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____ _____

3) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   a) For state funding: amount $_____ and length of time state funding is available _____Is it available for ongoing expenses? Yes __ ____ or No _____

   b) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   c) Tax levy impact for current year $____93,800___ and ongoing $____0.00____

   d) Other (please explain) $_____

4) Is this expense or program mandated? Yes ___XX_____ No _____

5) Length of expense or project (one time only, ongoing, etc.): Ongoing.

Justification for the appropriation/expenditure requested. This engineering agreement is for design services relating to the Dyken Pond Dam. This project will have a life of greater than 10 years.

Department Head

_____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** July 8, 2025

Resolution No. G/273/25

RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND DAM, TOWNS OF BERLIN AND GRAFTON - HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department seeks Legislative approval to enter into an agreement with Ramboll Americas Engineering Solutions, Inc. for engineering design services for the Dyken Pond Dam, in the Towns of Berlin and Grafton; and

WHEREAS, Resolution G/29/18 authorized a capital project for engineering services related to the Dyken Pond Dam; and

WHEREAS, Request for Proposals (RFP) for the noted project have been solicited and ranked according to cost, approach, experience, quality, and familiarity; and

WHEREAS, The County Engineer, following an inclusive review and scoring of the submitted responses to the RFP, has designated Ramboll Americas Engineering Solutions, Inc., 333 West Washington Street, Syracuse, New York 13202, to provide design services for Dyken Pond Dam; and

WHEREAS, The name and address of the contracting party, the funding appropriation code, and the amount to be expended over the life of the agreement are as follows:

CONTRACT DESCRIPTION	VENDOR	APPROPRIATION CODE	ESTIMATED CONTRACT AMOUNT
RFP 25-19 Engineering Design Services for Dyken Pond Dam	Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202	H.5110.02500.H1187	$39,510.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes: 17
Nays: 0
Abstain: 0
July 8, 2025

Clerk of the Legislature

Sent to County Executive 7/9/25

Received from County Executive 7/11/25

Jessica L. Chan

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 7/10/25

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the July 8, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 11th day of July, 2025 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 14th day of July, 2025.

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

August 5, 2025

Kenneth Catino, Project Officer
Ramboll Americas Engineering Solutions, Inc.
333 W. Washington Street
Syracuse, NY 13202

RE: RFP-25-19 Engineering Design Services for Dyken Pond Dam - Rensselaer County Highway Department – **Notice of Contract Award**

Dear Mr. Catino:

I am pleased to inform you that following an evaluation process completed by the Rensselaer County Highway Department your firm has been selected to provide Engineering Design Services for the Dyken Pond Dam as referenced in the above-referenced Request for Proposal (RFP).

Please contact Joseph Teliska, P.E., County Engineer, Rensselaer County Highway Department at your earliest convenience to discuss the project. Mr. Teliska can be reached directly at (518) 283-0973.

On behalf of Rensselaer County, please accept our appreciation for your participation in this proposal process.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
Shelby Fenton, Deputy County Auditor
Joseph Teliska, P.E., County Engineer, Highway Department
Resolution: G/273/25

RFP-25-19 - Engineering Services for Dyken Pond Dam

Rensselaer County Highway Department

May 20, 2025

RAMBOLL

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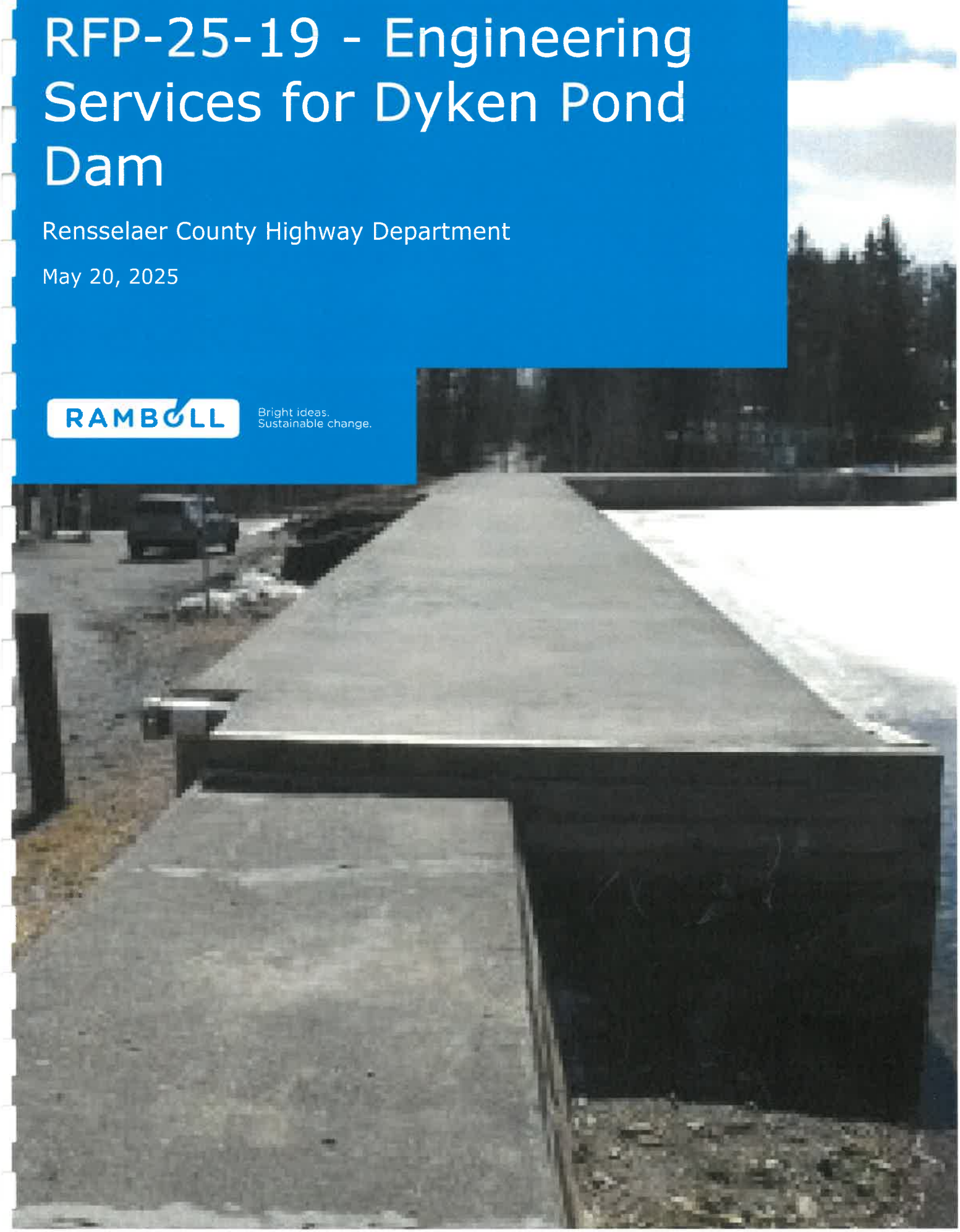
Sustainable change.



Project name	**RFP-25-19 - Engineering Services for Dyken Pond Dam Rensselaer County Highway Department**
Client name	**Rensselaer County - Department of Engineering and Highways**
Type of proposal	**Proposal for Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York**
Date	**05/20/2025**
Bidder/Tender	**Ramboll Americas Engineering Solutions, Inc.**
Ramboll Reference	**OPP. 229751**

Ramboll
94 New Karner Rd #106,
Albany, NY 12203
USA

T +1 518 724 7272
americas.ramboll.com

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James R. Gordon
Director
Bureau of Central Services
99 Troy Road, 4th Floor
East Greenbush, New York 12061

Request for Proposal – RFP-25-19 Engineering Services for Dyken Pond Dam Rensselaer County Highway Department

Date May 20, 2025

Ramboll
94 New Karner Rd #106,
Albany, NY 12203
USA

T +1 518 724 7272
americas.ramboll.com

Dear Mr. Gordon:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to submit this proposal to provide a engineering assessment (EA) for Dyken Pond Dam in connection with the Monroe County Water County's (RENSCOs) Request for Proposal (RFP) titled RFP-25-19. The following summarizes unique qualities that make us the ideal partner for Rensselaer County (RENSCO) on this project:

- Proven performance with RENSCO: Ramboll is a trusted. This institutional knowledge and familiarity with RENSCO facilities and operations puts our team on track to successfully complete this project.
- Cost conscious approach: As outlined in the technical approach of our proposal, Ramboll has a sound understanding of the key issues unique to this project. We have provided a cost-effective approach that will eliminate unnecessary regulatory burden for RENSCO going forward.
- Experience with NYSDEC Dam Safety: In addition to the long history Ramboll has working on NYS regulated impoundments, Ramboll also has respected relationships with key NYSDEC Dam Safety regulators who will be involved in the review and approval of the engineering assessments for this project.

We look forward to the opportunity to further assist RENSCO on this important project. If you have any questions or require additional information regarding this scope or fee, please feel free to contact me at (917) 690-6221 or via email at kcatino@ramboll.com.

Sincerely,

Ken Catino, P.E.
Project Officer

kcatino@ramboll.com

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ATTACHMENTS
Attachment A – Fee Proposal Sheet
Attachment B – Certificate of Compliance

1. Contact Information

Ramboll Project Manager

Brian Edwards
94 New Karner Rd #106
Albany, NY 12203
518-724-7257
bedwards@ramboll.com

Ramboll Work Order Contact

Kenneth Catino
Penn 1, 250 W 34th St.
New York, NY 10119
646-253-4920
kcatino@ramboll.com

Pending Subconsultant

Atlantic Testing Laboratories
Andrew Ward, Area Manager
22 Corporate Drive
Clifton Park, NY 12065
award@atlantictesting.com

About Ramboll

Ramboll is a leading engineering, architecture and consultancy company founded in Denmark in 1945. Ramboll employs more than 18,500 people and has especially strong representation in the Nordics, UK, North America, Continental Europe, Middle East and Asia-Pacific. With 300 offices in 35 countries, we combine local experience with a global knowledge base, constantly striving to achieve inspiring and exacting solutions that make a genuine difference to our clients, end-users and society at large. We work across the following markets: Buildings, Transport, Planning & Urban Design, Water, Environment & Health, Energy and Management Consulting.

IN THE AMERICAS

With 2,000 experts across 75 offices in four countries, our work in the Americas spans the private and public sectors, with key clients representing municipalities, federal, state institutions, agencies, not-for-profit and academic communities. While you can access Ramboll's global markets and services through our offices, practitioners in the Americas offer particular expertise in Environment & Health, Water, Energy and Advanced Manufacturing.

IN NEW YORK STATE

In 2019, Ramboll acquired O'Brien and Gere Engineers with a long and established history of serving New York entities across the State. With 8 offices in New York, Ramboll has worked closely with the state agencies including the Department of Environmental Conservation (DEC), Office of General Services (OGS), Department of State (DOS), and Department of Health (DOH). Ramboll has also delivered services for many municipal governments in New York, as well as working with Federal agencies on many New York projects.

WATER

Our experts address water and climate challenges by working across the water cycle from resources and supply, processing and treatment, to sewerage and discharge. We work with municipalities, utilities and industrial clients, drawing on our multidisciplinary expertise to create innovative, sustainable, and livable solutions.

Specifically, Ramboll is known globally and within New York State for its innovative and unique approach to addressing climate impacts, including solutions to address waterfront resiliency. Our approach focuses on whole-system analysis of impacts and risks, striving for innovative designs that incorporate nature-based solutions and connect local communities safely with their waterbodies. Specifically in New York State, Ramboll has led resiliency planning and design projects along the Great Lakes, inland lakes, riverine and stream systems as well as coastal environments. We leverage our years of global experience in Copenhagen and elsewhere, to bring creative solutions to New York.

2. Firm Experience

Dam Engineering Qualifications

Ramboll has been continuously providing dam engineering services to its clients since the early 1960's. These services have included safety inspections dating to the USACE Phase I Inspection Program; hydrologic, hydraulic, structural, and geotechnical investigations; and design and construction management services for new dams and for rehabilitation of existing dams and levees. Our breadth of experience includes dam engineering services for numerous water and power utilities, municipalities, states and the federal government.

Ramboll has a dedicated Dams and Water Resources Division that addresses dam and levee safety issues on a routine basis. Since most dam investigation/design/construction projects are evolutionary in nature due to generally unknown subsurface conditions, our dam engineering staff is accustomed to adapting our project approaches to meet the needs of a specific dam or levee and its site conditions. In addition, our dam engineering staff is supported by approximately 2,000 employees in 75 regional offices. This pool of resources allows us to draw from a wide variety of engineering backgrounds and experience, including environmental permitting and ecological sciences, which provides the flexibility to address most technical issues that would arise on a dam or levee safety project.

Ramboll is also a Sustaining Member of the Association of State Dam Safety Officials (ASDSO) and the United States Society on Dams (USSD). Our involvement in these organizations keeps us abreast of national developments in dam safety and provides opportunities for interaction with regulators and state dam safety staff.

Range Of Services Offered

Dam & Reservoir Design

Ramboll has completed preliminary soils and foundation investigations, feasibility studies, designs, and construction inspection of more than 100 major dam projects in the United States and overseas. The dams have included earth fill, rock fill, concrete gravity, concrete buttress, and roller compacted concrete (RCC). Ramboll offers the following dam engineering services in-house:

- Siting studies
- Inspection and supervision of exploratory programs
- Basis of design
- Complete engineering design
  - Hydrologic
  - Hydraulic
  - Structural
  - Geotechnical
  - Materials
- Hydroelectric power development
- Construction administration
- Special services
  - Emergency Action Plans (EAP) and dam failure analyses
  - Operation & Maintenance (O&M) manuals
  - Project permitting
  - Project start-up
  - Project performance monitoring
- Operation and construction

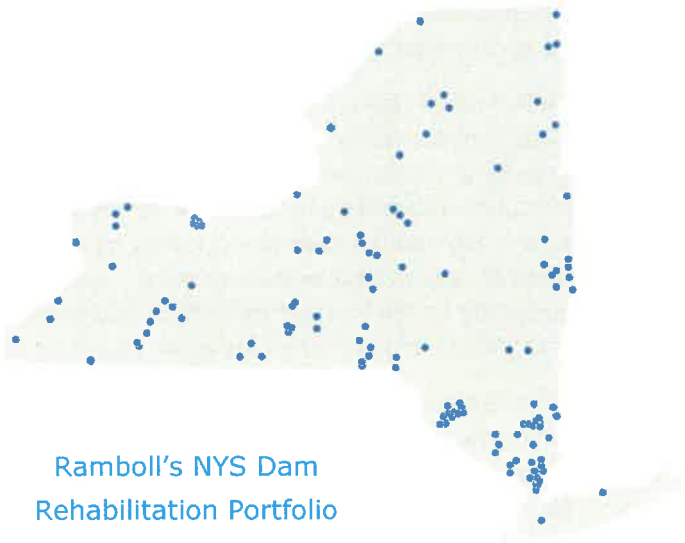
Ramboll has been providing Dam Safety services for over 80 years

Dam Inspections

Since the inception of the National Dam Safety Program in the late 1970's, Ramboll has inspected several hundred dams and has performed design and construction phase services for rehabilitation of more than 100 dams. We have also developed dam safety programs for many of these owners, including preparation of engineering assessments (EA), emergency action plans (EAP), Inspection & Maintenance (I&M) Plans, periodic inspection and assessment reports, and development of capital improvement plans that allow for phased completion of the required program elements within the budget constraints of the Owner.

Dam Rehabilitation

The majority of our dam design and construction projects have involved rehabilitation of existing structures. Ramboll has conducted exploratory programs, performed detailed investigations, developed remedial designs, and completed rehabilitation measures for more than 100 existing dams and reservoirs. The rehabilitation measures have included the following:



Ramboll's NYS Dam Rehabilitation Portfolio

- Structural spillway expansions
- Spillway expansions by means of crest gates or fusegates
- Surface treatment of concrete by means of high strength epoxy, preplaced aggregate concrete, and conventional concrete
- Subsurface grouting
- Installation of post-tensioned rock and soil anchors
- Addition of earth fill, rock fill, filter material, riprap, and RCC to provide stability and prevent erosion
- Stabilization by means of pin piles and steel sheet piling
- Installation of geotextiles and geomembranes
- Construction of slurry wall cut-offs
- Upgrading of outlet works
- Overtopping protection via RCC and Articulated Concrete Blocks (ACB)

Related Services

Ramboll offers a variety of ancillary services related to dam design and rehabilitation, including:

- FERC Part 12D Inspections
- Safe yield and analyses
- Flood plain and insurance studies
- Flood damage surveys and evaluations
- Drainage and storm water management studies
- Siltation studies, including quantity of bottom sediments, volume of accumulated sediments, rates of accumulation; and impact on storage capacity, other surface water supplies, and watersheds
- Hydrographic surveys to characterize supply systems such as on-stream and off-stream reservoirs, surface water diversions, and wells
- Computer modeling to analyze available sources and future demand
- Vulnerability assessments
  - Structural

  - Security issues
  - Water supply protection
- Operations analyses, and development of best management practices to meet the various levels of drought, seasonal flow, and demand
- Non-structural and structural measures to limit peak discharges
- Erosion control and sediment transport analyses
- Environmental planning, impact studies, and permitting
- Levee inspection and design

Capabilities of Firm

Ramboll has a dedicated Dams and Water Resources Division that addresses dam safety issues on a routine basis. Our dam engineering staff consists of:

- Hydrology/hydraulics
- Geotechnical
- Structural
- Site/civil engineering
- Mechanical and electrical engineering
- Environmental permitting
- Ecological sciences

This full range of capabilities provides us with the flexibility to address most technical issues that would arise on a dam safety project. Our staff uses a variety of software packages for analyzing dams including: HMR-51/52 and state-specific tools for establishing the Probable Maximum Precipitation; HEC-HMS for hydrologic/hydraulic analysis and development of Spillway Design Floods; HEC-RAS for downstream routing of the simulated floods from dam breach analyses and importing dam breach flood data directly into GIS-based inundation mapping; SLOPE-W and SEEP-W for slope stability and seepage analyses of earth embankments; and a variety of structural programs for evaluation of concrete gravity, arch, or buttress dams and spillway systems.

Ramboll provides a suite of technical services that includes investigation, permitting, design, construction, fabrication, and operation/maintenance (O&M) of engineered solutions. This life cycle capability allows us to leverage our staff and skills in construction and O&M into our engineering studies and designs to ensure that we prepare constructible, operable, and maintainable technical solutions for our clients.

Services for the Town of Greece

Greece, NY

Ramboll performed Engineering Assessments of the four dams. The scope of work for the projects included:

- Performing dam safety inspections
- Developing the Spillway Design Floods (SDF)
- Performing Dam Breach Analyses and Hazard Classification Assessments
- Managing subcontracted site surveys and subsurface investigations
- Performing Slope Stability Analyses
- Developing inundation maps
- Preparing Engineering Assessments
- Developing Emergency Action Plans and Inspection & Maintenance Plans

Client | Reference
Town of Greece
John Gauthier
Associate Engineer
(585) 723-2376
JGauthier@greeceny.gov

Date of Project
2008-2010, 2016

Services Provided
The Town of Greece owns and operates four regional stormwater facilities formed by the following dams:

- Round Pond Creek Dam (NYS ID No. 040-4241)
- English Road Dam (NYS ID No. 040-4294)
- Larking Creek Dam (NYS ID No. 040-4227)
- Maiden Lane Dam (NYS ID No. 040-4425)

Central New York Dam Safety Program

Central New York

Client | Reference
Dormitory County of the State of New York Organization
Karl Lankenau, PE
(518) 257-3724
KLankena@dasny.org

Date of Project
2012–2019

Services Provided
- Facility Planning: Inspections and preliminary studies
- Permits and approvals
- Engineering analysis & evaluation
- Design
- Engineering services during construction
  - Office engineering series
  - Construction inspection services
  - Construction contract administration

Through a contract with the Dormitory County of the State of New York (DASNY), Ramboll provided engineering services in support of dam safety projects in Central New York and the Adirondack Region as part of the New York Works program. Initial services included development of Inspection and Maintenance (I&M) Plans and Emergency Action Plans (EAPs), inspections, field investigations, and engineering assessments to identify remediation work needed to bring each dam into compliance with New York State Department of Environmental Conservation (NYSDEC) regulations for dam safety.

The dams included in the project were Bog River Dam, Lows Lake Dam, Oneida Hatchery Dam, Onondaga Dam, and Papish Pond Dam. The following services included in the scope of work were:

- Developed Spillway Design Floods (SDF), including delineation of contributing watersheds, estimation of watershed parameters, and development of inflow hydrographs. HEC-HMS was used to route inflow hydrographs and evaluate spillway capacity.
- Performed dam breach analyses and developed inundation maps using HEC-RAS. Downstream channel geometry was developed from available LiDAR data, field verification, and site survey.
- Performed incremental hazard evaluations that resulted in hazard classification reductions for three of the five dams.
- Performed dam safety inspections and engineering assessments, and prepared summary reports with evaluation of alternatives for proposed improvements and preliminary construction cost estimates.
- Developed Emergency Action Plans and Inspection & Maintenance Plans.

The project also included design, permitting, and construction administration services for three of the dams under separate phases of work. The Papish Pond Dam improvements included earth embankment regrading and replacement of the principal spillway and outlet works. The Oneida Hatchery Dam project included replacement of the steel sheet pile spillway and concrete outlet culvert through the roadway. Lows Lake Dam improvements included a reinforced concrete toe shear block with a micro pile foundation system and abutment overtopping protection.

Broome County Dam Safety Program

Binghamton, NY

Client | Reference
Broome County Department of Public Works
Ricky Torres, Assistant Engineer
(607) 778-2910
ricky.torres@broomecountyny.gov

Date of Project
2009–Ongoing

Services Provided
- Development of dam safety program
- Dam safety inspections
- Engineering assessments
- Risk assessment to prioritize dam improvement projects

Broome County owns 23 dams that are regulated by the New York State Department of Environmental Conservation (NYSDEC) Division of Water, Bureau of Flood Protection, Dam Safety Section.

Ramboll developed and implemented a comprehensive dam safety program to bring the dams into compliance with NYSDEC regulations for dam safety (6 NYCRR Part 673).

The dam safety program consisted of the following tasks:

- Verify the hazard classification of each dam
- Develop Emergency Action Plans (EAPs) for each dam (including dam breach analyses and inundation mapping)
- Review of NRCS Operation and Maintenance (O&M) Manuals for conformance with NYSDEC guidelines
- Perform Dam Safety Inspections and submit inspection reports
- Conduct Engineering Assessments (EAs) that include review of previous drawings, reports, and analyses to verify compliance with current regulations and dam safety standards

Ramboll conducted the initial rounds of EA's in 2010 - 2012 and recently completed the second round in accordance with NYSDEC regulations.

Ramboll was retained to evaluate the dam safety improvements recommended in each of the EA's and, through a risk assessment process, prioritize the dam safety projects.

Based on this prioritization, the County authorized Ramboll to proceed with further investigations for erosion protection of the Nanticoke Creek Site 9A emergency spillway. Construction of Ramboll's innovate spillway improvements system were completed in 2019. A similar approach for improvements to Nanticoke Creek Watershed Site 9C Dam was developed by Ramboll, with construction of the work completed in the Fall of 2023.

In addition to completing the second round of EA's, Ramboll is currently retained by the County to develop alternatives for Improvements to Nanticoke Creek Site 13 Dam as well as for the design and permitting of the selected alternative.

3. Personnel Qualifications & Experience

The following team is committed to delivery of this project. Resumes for each individual on the dam safety team can be provided as requested. Further, Ramboll has a long history of developing EAs in New York and this team is dedicated to working with the RENSCO in a collaborative environment to achieve project success.

Name	Project Role
Ken Catino, PE	Project Officer
Brian Edwards	Project Manager
Bob Bowers, PE	QA/QC Manager
Dreher Whetstone, PE	Geotechnical Lead
Johan Anastad, PE	H&H Lead
Kevin Grim, PE	Project Engineer
James Quinn	Cost Estimator\Construction Manager

Ken Catino, PE has an extensive resume of work experience from small privately owned impoundments to management of federal dam safety programs. Mr. Catino has a comprehensive skill-set to provide proficient and effective engineering and consulting services throughout the project development process. He has a proven record of successful large value contract management and execution throughout the northeast with clients such as New York State Department of Environmental Conservation (NYSDEC), Dormitory County of the State of New York (DASNY), New York City Department of Environmental Protection (NYCDEP), and Federal Emergency Management Agency (FEMA).

Brian Edwards has more than 25 years of engineering experience in the area of water resources engineering including pump station design, storage tank design, treatment plan design, hydraulic modeling, field testing, and evaluations/simulations. He is currently responsible for completing contract documents, reviewing schedule and cost of ongoing projects, and technical overview of projects. He also reviews completed work under his supervision; and conducts research and investigation for compiling written reports.

Bob Bowers, PE will serve as the QA/QC manager and has extensive experience with a variety of dam rehabilitation, reservoir management, and civil works projects. He has been involved with investigation and design of earth, rock fill, concrete/masonry and roller compacted concrete dams and has supervised numerous water resources projects, including riverine systems, canals, hydropower facilities, and flood protection. Mr. Bowers has direct responsibility for Ramboll's Dams and Water Resources Division, serves on the Advisory Committee for the Association of State Dam Safety Officials and the Embankment Dams Committee for the United States Society on Dams, and is an approved FERC Independent Consultant.

Dreher Whetstone, PE has extensive geotechnical and environmental engineering experience, including slope stability analyses, subsurface investigations, and seepage and settlement evaluations for earth dams, concrete/masonry dams and embankment systems. He has inspected numerous dams under a variety of dam safety programs, led the geotechnical specific design aspects of dam rehabilitation projects, and performed multiple slope stability and seepage analyses for dam safety assessments. Mr. Whetstone is a Project and Talent Manager with Ramboll and is a member of the USSD Embankment Dams Committee.

Johan Anastad, PE has professional experience in the areas of hydraulics, hydrology, spillway design flood (SDF) evaluations, dam failure analyses, emergency action plan (EAP) preparation, construction inspection, surveying and estimating. He has performed dam-related analysis and design and been involved in all elements of the construction process.

Kevin Grim, PE, a senior project engineer with Ramboll, has professional experience in hydrology, hydraulics, dam failure analyses, dam safety engineering, dam removal, and civil site design and other designs and calculations associated with dams and water resources projects.

James Quinn has extensive experience in the design, development, and construction management of complex civil engineering works, primarily on water resource infrastructure and marine facilities projects. He also has experience with general building and historic preservation, aviation, rail transit, roadway and bridge transportation projects. His experience includes safety plans and audits, quality control administration, site inspection, engineering design, constructability reviews, cost estimating, value engineering, scheduling, project management, payment requisitions, SBA and DBE compliance, failure investigations, and dispute resolutions. Mr. Quinn utilizes his experience in deep foundations; protection of excavations; temporary cofferdams and related control of water features; all aspects of heavy civil construction. He has performed engineered risk evaluations and developed cost-effective design solutions on a wide variety of dam and reservoir capital improvement and rehabilitation projects. His responsibilities include team selection and supervision of technical staff and subcontractors; and to ensure optimal performance on all critical project metrics: safety, quality, schedule, budget, client and stakeholder satisfaction.

4. Technical Understanding and Approach

Project Understanding

The dam is regulated by NYSDEC and are currently classified as Class 'B' intermediate hazard dams. Dyken Pond Dam is located near Bucks Corners, Rensselaer County, New York. The Dam (NYSDEC # 244-1420) is owned and operated by the County.

Ramboll has completed over 200 Engineering Assessments since the revised NYS Dam Safety regulations in 2012

As existing Class 'B' dam, the dam is required to pass the 150% of the 100-Yr storm event as the Spillway Design Flood (SDF). It is essential that the principal spillway safely pass the SDF without causing the overtopping of the dam, the dam is considered non-compliant per New York State CRR Part 673 Dam Safety Regulations.

Per the 2019 NYSDEC periodic inspection a Condition Rating of "Unsound – More Analysis Needed" to the Dyken Pond Dam in accordance with 6 NYCRR Part 673.16. The Condition Rating is due to the dam lacking an engineering study demonstrating that it meets current Dam Safety criteria. The owner of a dam with a Condition Rating of "Unsound – More Analysis Needed" is in violation of ECL Article 15, Section 0507 and 6 NYCRR Part 673.16.

The NYSDEC usually allows forty-five (45) days from their letter for the owner to provide a written response with an update to the schedule of non-compliance tasks. Ramboll understand the scope of the RFP is to comply with the requirements presented in the inspection report, including: procuring a professional engineer, and to issue a response to recognized dam safety deficient analysis.

Project Approach

The current RFP includes engineering assessments for Dyken Pond Dam. Ramboll has a long history of coordinating with the NYSDEC with successful rehabilitation and compliance as part of requirements of the New York State CRR Part 673 Dam Safety Regulations. After performing a site inspection of the impoundments, Ramboll will assess if there are any data gaps to complete the EA and meet the requirements of the 10-year engineering assessments. With proper operation and maintenance of the facility any new deficiencies would be noted and Ramboll would prepare recommendations and a schedule for repairs/monitoring. It is Ramboll's understanding that this assignment would address non-compliance concerns for the impoundment. Ramboll has proposed an initial meeting with NYSDEC to gain support to the project approach. Ramboll has provided a base bid for the EA's and allowance for ancillary topographic survey, subsurface investigations, and materials testing if NYSDEC deems necessary.

Scope of Services

Planning Phase

Project Team Coordination, Records Review, and Data Acquisition

Ramboll will attend an in-person kickoff meeting at the RENSCO office with the RENSCO and project stakeholders to outline the overall project objectives, execution plan, and project schedule. Ramboll will provide minutes to all attendees within one week of the meeting.

Ramboll will gather the documents on file pertaining to the dams including the most recent inspection forms, photos, and supporting records related to the current hazard classification. Ramboll will review available engineering reports, design and construction documentation, inspection and maintenance plans, and determine adequacy of information to ascertain if the existing structure meets current dam safety requirements or if supplemental analysis is required.

Ramboll also proposes one meeting with NYSDEC to outline the scope of the assessments. Ramboll believes this early engagement with state regulators will help align the project objectives with NYSDEC expectations.

Environmental Health and Safety

The Ramboll environmental specialists will conduct a desktop review of the site and the scope of any proposed safety improvements, and environmentally sensitive elements of the project will be identified. Should a particular site require a more detailed review, the professionals have the required specialty skills and can be deployed to conduct further assessments to confirm our environmental position. In our experience with dam projects, potential areas for in-depth reviews that may require further agency coordination include architectural history, archaeology, wetlands, threatened and endangered species, and hazardous materials.

Establish Design Criteria

Based on the project data such as era of construction, influence of original dam owners and designers, and regional conditions that effect probable maximum flood (PMF) conditions, design criteria can vary within a state regulatory portfolio. The dam safety approaches and acceptable design criteria are a continuously improving process; which is why state regulators, such as NYSDEC, require periodic inspections and revisions to an owners "analysis of record." After Ramboll meets with the RENSCO and the NYSDEC Dam Safety Bureau, the project team will establish the project specific parameters for the hydrologic and hydraulic, slope stability, and seepage analysis criteria. As outlined in the NYSDEC dam safety guidelines, some of the federal drivers that influence the approach at the state level include:

- The United States Army Corps of Engineers (USACE)
- The United States Department of Agriculture, Natural Resources Conservation Services (NRCS)
- The United States Department of Energy, Federal Energy Regulatory Commission (FERC)
- The United States Department of Homeland Security, Federal Emergency Management Agency (FEMA)
- The United States Department of the Interior, Bureau of Reclamation (USBR)

Investigation Phase

Visual Inspections

The Ramboll inspections team will perform visual site inspections of the two dams to delineate the previous deficiencies and thoroughly document existing conditions relevant to dam safety. Appurtenant elements of the dam such as spillway, embankment, outlets, controls, instrumentation, and features

within inundation zones will be included in the inspection. Observations will be recorded in site-specific checklists that will be prepared by Ramboll and a photographic inventory will be included in the Inspection Reports.

Ramboll will perform a windshield survey and record the physical characteristics of the downstream watercourse to the anticipated limits of the study. The data collected will determine new developments, and for the inputs of subsequent HEC-RAS models.

Ramboll will facilitate inspections of the inlet structures where applicable and observe the RENSCO staff exercise valves/gates (if feasible) to confirm the ability to perform a controlled drawdown of the impoundment. Although not included in the scope of this work, if requested, Ramboll can perform underwater visual inspections with video log and evaluation of the findings.

Geotechnical Investigation

If existing geotechnical data and associated analyses currently on record are considered inadequate or need to be updated, Ramboll will be responsible for conducting geotechnical test borings, logging soil samples, and evaluating geotechnical properties of subsurface materials via standard penetration testing and laboratory testing of select samples. Advancement of the test borings and performance of standard penetration testing will be conducted in accordance with the requirements of ASTM D1586, and if necessary, extraction of NX rock cores will be conducted in accordance with ASTM D2113. Based on review of existing geotechnical data, Ramboll will be responsible for identification of data gaps and development of a geotechnical investigation program tailored to collecting the needed data to support updated slope stability and seepage analyses.

Approximate borehole locations will be selected during subsurface investigation planning with final boring locations established in the field after a utilities survey has been conducted to verify no conflicts with existing underground utilities. For the purpose of this RFP, Ramboll has assumed four deep boreholes located at critical sections of the embankments to validate previously defined geotechnical assumptions or fill other data gaps and has included this as an allowance in the fee estimate.
A drilling inspector (engineer or geologist), with at least 8 years of experience, will observe all drilling and sampling activities and prepare legible, hand-written field boring logs. The soil samples will be visually classified according to Appendix F of EM 1110-1- 1804, Geotechnical Investigations, and the Unified Soil Classification System (USCS) (ASTM D2488), and care will be taken to identify strata breaks, and provide detailed descriptions of soil samples. Rock cores will be logged in a consistent manner, paying special attention to top of rock conditions, open bedding planes, and solution features. Recovery, RQD, and core water loss shall be noted on all boring logs. During coring, the holes will be taped after each run so that accurate assumption of core loss can be determined at the time the run is made. The inspector will communicate the subsurface conditions encountered to the technical points of contact, as required, or if unexpected or unusual conditions are encountered, including artesian flow or core losses greater than two feet in one run. After completion, all boreholes will be tremie grouted to the original ground surface using a cement-bentonite grout or bentonite hole-plug pellets.

Materials Testing

Once drilling is complete, a laboratory assignment sheet will be developed and will include a list of all samples collected and contain the sample ID, type of sample, depth of the sample, and recovery of the sample with boxes or spaces to indicate the desired lab test. Draft boring logs reviewed by the inspector and the geotechnical engineer will be submitted along with the laboratory request sheet. Proposed laboratory testing as listed below.

This task has assumed a typical minimum testing program for each dam, the laboratory scope may include: particle size distribution analysis ASTM D 6913; Atterberg limits ASTM 4318; Direct Shear Test

ASTM D3080; Unconfined Compressive Strength ASTM D2166; and Moisture content ASTM D 2216. Additional test methods may be assigned depending on the character of the materials encountered.

Topographic, Bathymetric, and Utility Surveying

Ramboll assumes that a topographic survey will not be required to complete the scope as outlined in the RFP or completed prior to submission of the inspection reports and within the AE submission timeline. If NYSDEC determines that a survey shall be conducted to support the impoundment specifications, engineering analysis, or determine finished floors of inundated structures for the hypothetical dam breach scenarios, Ramboll will facilitate the resolution of outstanding Ortho/Topographic data gaps. In this case, Ramboll will perform additional survey as required of the reservoir, impoundment, control works, downstream reach, major utility crossings, roads and bridges, culverts, design obstructions/restrictions, and commercial and residential properties under a separate authorization.

Assessment Phase

Hydrologic and Hydraulic Analysis (H&H)

Ramboll will first review any previous H&H studies and then if deemed inadequate, will conduct a hydrologic analysis of the contributing reservoir covers for each dam and evaluate the hydraulic capacity and overtopping potential of the existing spillway to pass the Spillway Design Flood (SDF). The H&H analysis will be conducted in accordance with the NYSDEC Dam Safety Regulations.

- Develop Upstream Watershed Model (Hydrologic)
  - Ramboll will gather rainfall data for geographic area encompassing dam and its upstream watershed.
  - Ramboll proposes the use of the rain-on-grid model to conduct the hydrologic modeling of the impoundment to determine the inflow hydrograph, route the inflow hydrograph through the dam to determine spillway and existing dam capacity.
- Develop Hydraulic Model (Hydraulic)
  - Ramboll will utilize the methodology in accordance with the NYSDEC Dam Safety Section and in accordance with the criteria set forth for the hydraulics study.
  - Combine data on dam, dam impoundment water body to route the appropriate design storm through the structure and downstream watercourse to develop hydraulic routing model in (USACE) HEC-RAS (steady state). Ramboll will calculate the impoundment drawdown capacity and evaluate the rapid drawdown scenario. Ramboll assumes the model will terminate when attenuation is reached or distance of one mile downstream unless otherwise directed by RENSCO.
  - Ramboll will develop hydrographs for design storms including percentages of the 100-year, and Probable Maximum Flood (PMF) storm events, as design criteria appropriate for the hazard classification.
- Perform a Sunny-Day Dam-Breach Analysis
  - Ramboll will conduct a dam breach analysis using the USACE (USACE) HEC-RAS models. Ramboll will determine which modes of failure are applicable to the dam and will determine the breach parameters based on NYSDEC Guidelines.
  - Ramboll will use USBR empirical and theoretical computational equations as appropriate for the Hazard Classification.
  - Ramboll will conduct breach analysis of the dam for "sunny day" condition (normal pool elevation).
  - Ramboll will develop inundation mapping to determine limits of maximum water surface impact for the "sunny day" breach.
  - Ramboll will identify which downstream structures would be impacted as a result of the breach.
- Perform a Storm-Day Dam Break Analysis
  - Ramboll will develop runoff hydrograph for the downstream watersheds. Ramboll will apply 100-yr, 24-hour storm flows to downstream contributing tributaries if applicable.
  - Ramboll will conduct a dam breach analysis for the SDF as the full PMF of the 100-year, 24-hour storm event).
  - Ramboll will evaluate the same storm scenario under a "no-breach" condition.
  - Ramboll will select the Incremental Design Flood (IDF). This is determined by finding the largest storm event breach and no-breach scenario that produces less than a two-foot difference in maximum water surface elevation downstream of the dam at locations of potential hazard.

Slope Stability Analysis

Ramboll will review the existing embankment dam slope stability analysis on record, if available, to evaluate its adequacy and compliance with NYSDEC Guidelines. If data gaps or changed geotechnical conditions are identified, Ramboll will tailor a geotechnical investigation program to obtain the necessary data to support updated slope stability analysis. Ramboll will then conduct a slope stability analysis of the non-overflow embankment sections of the dam in accordance with NYSDEC Guidelines and calculate actual safety factors required by NYSDEC Guidelines.

Stability and liquefaction potential of the embankments will be evaluated at critical sections using soil, water level, and impoundment observations obtained as part of this assessment. This data will be used to establish soil shear strength properties, stratification and the geometry of the embankment, and foundation materials. The stability evaluations will be completed using the SLOPE/W and SEEP/W® software program (version 2023.1) developed by Geo-Slope International, Ltd. The design soil properties and strengths will be used in the 2D models of the embankments to analyze the load cases. Seepage analyses will be conducted to establish the pore water pressure profile (phreatic surface) through the embankment with calibration using available field instrumentation data. Ramboll will include in their report graphical depictions of the stability runs and seepage runs with the lowest factors of safety for each of the load cases discussed in EM 1110-2-1902. The depictions will show all pertinent data used in the analyses such as soil stratification, soil parameters, piezometric lines, failure circles, etc. Ramboll will also provide electronic SEEP/W and SLOPE/W data files of all configurations analyzed.

The load cases to be analyzed will be as defined by the USACE in Engineering Manual EM 1110-2-1902 – Slope Stability (2003). The USACE EM 1110-2-1902 loading conditions include: normal reservoir pool elevation with steady state seepage, maximum (or surcharge) storage reservoir pool elevation, sudden/partial drawdown of the reservoir from different pool elevations, and earthquake loading conditions. This standard provides target values for factors of safety under each load case.

Ramboll will provide an evaluation of results and feasible concepts for foundation improvements to address stability, erosion, and potential liquefaction concerns.

Hazard Classification Review

Based on the previous Hydraulic modelling efforts and impacts to downstream structures, Ramboll will provide verification of the hazard class. Ramboll will follow the USBR ACER-11 Depth-Velocity flood danger relationship tables to evaluate results. This value proposition of the dam breach downstream impacts may reduce the long-term reporting and regulatory scrutiny by state regulators and ultimately reduce RENSCO operations costs.

Reporting Phase

Engineering Assessment

Ramboll will prepare an Engineering Assessment in accordance with the 1989 revisions to NYSDEC *Guidelines for the Design of Dams* and *DOW TOGS 3.1.4 – Guidance For Dam Engineering Assessment Reports;* the proposed subtasks may include the efforts below:

- A visual inspection report as described above.
- Summary of hydrologic, hydraulic, and model data development in a technical report.
- Findings of the Sunny-Day and Storm-Day breach and no-breach scenarios.
- Potential recommendation for a revision of the Hazard Classification.
- Include the determination/verification of the IDF, Spillway Design Flood (SDF), and an assessment of the existing spillway capacity.

- Include IDF Breach and No-Breach, and Sunny-Day events.
- If the existing spillway does not perform to the minimum dam safety conveyance requirements, provide recommendations for reconfiguring spillway to meet requirements will be provided.

If dam does not meet the slope stability or safety factor requirements of the regulations, provide recommendations for the dam to at a minimum meet regulatory compliance.

Update of Inspection, Operations And Maintenance (IO&M) Plan

Ramboll will develop IO&M plan to bring the impoundment into regulatory compliance.

Update of Emergency Action Plan (EAP)

Ramboll will develop the EAP to bring the impoundment into regulatory compliance.

Client Responsibilities

Our team has reviewed the proposed schedule and understands the immediate action items are on the critical path. Ramboll assumes the RENSCO will be available during the site visit as outlined in the scope herein. Ramboll assumes the RENSCO review period of NYSDEC responses to the action items in the discovery meeting and the revised delivery documents can be completed within 14 calendar days of delivery. Our team assumes any progress or coordination meetings with the RENSCO during the course of the assignment can be accommodated via teleconference (Microsoft Teams).

Deliverables

There will be several physical deliverables for the dam safety services required to successfully execute the project. The following are deemed necessary by Ramboll:

1. Visual Inspection Reports – Attachment to EA
2. Engineering Assessments – including computer files of any newly developed H&H models and stability models.
3. IO&M Plan
4. EAP

5. Schedule

Ramboll is prepared to begin work after receiving NTP. It is anticipated the initial assignment will take approximately 100 calendar days pending weather conditions and review times / coordination with RENSCO and NYSDEC. The following project milestones are proposed to meet the project deadlines.

Projected Project Schedule	
NTP	Week of 6/30/25
Visual Inspections	Week of 7/21/25
Discovery Meeting with NYSDEC	Week of 7/28/25
Draft EA	Week of 9/1/25
Final EA	Week of 10/6/25

6. Compensation

The Ramboll Team proposes to provide the services described in this proposal for the fees presented below.

Task	Basis	Estimated Quantity	Unit Billing Rate	Fee
1 – Records Review	Lump Sum	1	N/A	$ 1,600
2 – Onsite Inspection and Investigation	Lump Sum	1	N/A	$ 3,215
3 – Engineering Review, Calculations, and Conclusions	Lump Sum	1	N/A	$ 9,255
4 – Engineering Assessment Report Generation	Lump Sum	1	N/A	$ 10,800
5 – Preparations of Dam Safety Inspection, Operation, and Maintenance Plan	Lump Sum	1	N/A	$ 4,985
4 – Development of Emergency Action Plan	Lump Sum	1	N/A	$ 9,655
			Base Bid Total	**$ 36,810**
Additional Services for Consideration				
• **Additional topographic survey (allowance, if needed)**				TBD
• **Additional subsurface investigations (allowance, if needed)**				TBD
• **Additional materials testing (allowance, if needed)**				TBD

This summary is supported by the detailed breakdown of estimated labor hours and fees provided on the following page. These fees are based on the scope of services included in the RFP, as well as the approach, clarifications and assumptions outlined herein.

Invoices will be prepared monthly, on the basis of hourly rates plus expenses, as applicable. Services performed as well as additional services requested by RENSCO will be invoiced at the hourly rates reflected in the schedule below; direct expenses and subcontracted technical services will be invoiced at cost (i.e., without markup).

Staff Level/Classification	Hourly Billing Rate - Ramboll
Project Officer (L9)	$ 250
Project Manager 2 (L8)	$ 225
Project Manager 1 (L7)	$ 215
Engineer 3 (L6)	$ 155
Engineer 2 (L5)	$ 140
Engineer 1 (L4)	$ 125
Technician or Administrative Assistant (L3)	$ 110

OFFICIAL PROPOSAL FORM

RFP-25-19 - Engineering Services for Dyken Pond Dam Rensselaer County Highway Department

Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York

BID FORM			
SECTION	**DESCRIPTION**	**UNIT**	**BID AMOUNT**
1	Records Review	1	$1,600
2	On-site Engineering Inspection and Investigation	1	$3,215
3	Engineering Review, Calculations, and Conclusions	1	$9,255
4	Engineering Assessment Report Generation	1	$10,800
5	Preparation of a Dam Safety Inspection & Maintenance Plan	1	$4,985
6	Development of an Emergency Action Plan	1	$9,655
	TOTAL BID AMOUNT		$36,810

Bidder Ramboll Americas Engineering Solutions Inc. **Federal Tax ID:** 16-0980138

Address 33 W Washington St **City** Syracuse **State** NY **Zip** 13202

Authorized Signature **Print Name** Kenneth Catino

Date May 16, 2025 **Phone** 646-253-4920 **Fax**

Email kcatino@ramboll.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at 99 Troy Road East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Ramboll Americas Engineering Solutions Inc.
(Name of Vendor/Company)

Kenneth Catino, Project Officer, Dams & Waterfront
(Person authorized to sign & Title)

333 W Washington St
(Street or Box Number)

Syracuse, NY 13202
(City, State, Zip Code)

(Authorized Signature)

5 /16 /25
(Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL

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RAMBOLL

WATER

Via Email

Joseph Teliska, PE
County Engineer
Rensselaer County
Department of Engineering and Highways
124 Bloomingrove Drive, Troy, NY 12180

RE: Additional Investigations and Analyses for Dyken Pond Dam

Dear Mr. Teliska,

July 29, 2026

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to provide Rensselaer County with this proposal for a change order for additional investigations and analyses for Dyken Pond Dam.

Ramboll recently completed a draft Engineering Assessment (EA) for Dyken Pond Dam. As part of the EA, Ramboll recommended Rensselaer County conduct additional investigations including a topographic survey of Dyken Pond Dam, as well as the three saddle dikes; a subsurface investigation to better establish stability parameters; and an underwater inspection of the upstream sheetpile face of the dam.

Ramboll
PENN 1 - Suite 1822
250 West 34th Street
New York, NY 10119
https://ramboll.com

Ref 1940107940

Rensselaer County subsequently requested this proposal to conduct the additional investigations and to update the EA accordingly, prior to submission to the New York Department of Environmental Conservation Dam Safety Section.

Task 1 – Field Investigations

Task 1.1 Topographic Survey
Ramboll will retain Control Point Associates Inc., PC (Control Point) to conduct a topographic survey of Dyken Pond Dam and the three saddle dikes.

The survey will establish the correct dam crest elevations for use in the hydraulic models, as well as dimensions for use in the updated stability analyses.

Ramboll will conduct a virtual kickoff meeting with Control Point and Rensselaer County but will not accompany the surveyor in the field.

Task 1.2 Subsurface Investigation
Ramboll will retain Parratt-Wolff, Inc. to provide geotechnical investigation services, including up to three (3) cores through the dam. The results of the investigation will be used to establish engineering parameters for updating the stability analyses presented in the Engineering Assessment.

The investigation will include coring through the masonry dam, as well as continuous soil sampling of the foundation soils beneath the dam to termination depths of up to 40 feet. The drilling will be accomplished using a track-mounted Geoprobe drilling rig. Given the difficult access to the southern section of dam crest, which would require a crane, only the northern section of the dam will be drilled. Ramboll will provide full-time on-site oversight by a geotechnical engineer, who will observe and coordinate the field activities.

This activity is expected to require up to five (5) workdays of field effort including drilling rig access, setup on the dam, concrete coring, foundation drilling, and associated sampling activities. Selected soil and masonry samples, where deemed appropriate, will be lab-tested for characterization and strength properties.

Task 1.3 Underwater Inspection

Ramboll will retain Seaway Diving and Salvage Co., Inc. to conduct an underwater (diving) inspection of the sheetpile upstream face of Dyken Pond Dam and exterior of the low-level outlet tower. The inspection will allow for observation of the condition of the sheetpile face conditions, without requiring lowering of the reservoir. Ramboll will provide full-time on-site oversight during the inspection, which is expected to last one (1) day of field effort.

Task 2 – Analyses and EA Updates

Using the results of the investigations performed in Task 1, Ramboll will make the following updates to the EA and associated analyses:

- Revise the hydrologic and hydraulic modeling based on the updated survey data and re-run the models and incorporate the findings into Section 6.
- Review and Prepare test boring logs and identify subsurface profile and engineering properties based on field inspection and laboratory testing. Then, perform a structural stability assessment incorporating dam and subsurface data and include the findings in Section 8.
- Update Section 5 incorporating findings from the underwater inspection regarding the condition of the sheetpile upstream face and exterior of the low-level outlet tower.
- Update Section 10 by removing, adding, and revising recommendations as necessary based on the findings of the investigations and subsequent analyses.

PROJECT ASSUMPTIONS

Ramboll made the assumptions listed below to develop our estimated project fee. If additional effort is required, Ramboll will discuss with Rensselaer County how to proceed, with the understanding that additional funding may be required.

- Two (2) in-person events will include Ramboll coverage during the subsurface investigation and diving inspection. Additional site visits or on-site meetings are not included in this scope.
- Ramboll will conduct one (1) conference call with Rensselaer County to discuss findings of the investigations and updates to the EA report.
- The survey kickoff meeting will be conducted virtually.

- The EA report will include one (1) round of revisions and does not include revisions requested by state regulators.

SCHEDULE and DELIVERABLES

Task 1: Ramboll will notify subcontractors within 1 week of acceptance of this proposal by Rensselaer County to schedule their respective investigations, understanding the time to complete will be dependent on their workloads and could be variable. We anticipate the diving inspection and survey can be completed within 4 to 6 weeks of Notice to Proceed. Please note, specialized drilling contractors like Parratt Wolff can sometimes have longer wait times.

Task 2: Ramboll will complete the updated hydrologic and hydraulic modeling with 4 weeks of completion of the survey. Additional report updates, except for analyses requiring subsurface data will be completed during the same time. Analyses based on the subsurface data will be completed within 4 weeks of receipt of boring logs and any lab testing on samples.

The expected duration to complete the scope of work is about 16 – 20 weeks from Notice to Proceed. The final deliverable will include the updated EA report, subsurface investigation memo, and three (3) physical copies of the survey.

FEE PROPOSAL

Ramboll proposes to perform the above tasks for a Lump Sum amount of $93,800 as a change order to the existing contract. Invoicing will be monthly, based on estimated percent complete for each task.

Task 1 – Field Investigations	
Topographic Survey	$12,600
Geotechnical Investigation	$39,300
Diving Inspection	$ 8,100
Engineering Support Time	$ 8,900
Task 2 – Analyses and EA Updates	$24,900
TOTAL FEE:	$93,800

Should this proposal and attached Standard Service Terms and Conditions be acceptable to Rensselaer County, please execute below and return a copy to the undersigned. Your signature constitutes agreement to the attached Terms and Conditions and authorization to proceed with the work. If you have any questions about our proposal, please contact the undersigned.

Yours sincerely,

Ken Catino, PE
Project Officer
Water Infrastructure and Climate Adaptation

D +1 (917) 690 6221
Email kcatino@ramboll.com

Organization: _____

Name: _____

Signature: _____

Date: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/16

RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The County of Rensselaer has historically contracted with a number of Towns for snow plowing, salting, and sand application on various segments of County roads; and

WHEREAS, The Rensselaer County Engineer has recommended the execution of similar agreements with the Towns of Brunswick, East Greenbush, Petersburgh, Poestenkill, Schaghticoke and Schodack; and

WHEREAS, The Highway Department seeks Legislative approval to enter into agreements with the various County Municipalities noted above for snow and ice removal for the period of October 1, 2026 through April 30, 2027; and

WHEREAS, Payments made to these County Municipalities under the terms of these agreements shall be paid from the Highway Department's operating budget code D.5142.04800, to a maximum total expenditure of $70,000.00; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:____X_____ P Resolution:_____

Title of Legislation: Snow and Ice Agreement

Requested by:_____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$__35,000.00_ current year
$__35,000.00_ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $___35,000.00___ and ongoing $___35,000.00___

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No ____xx_____

4) Length of expense or project (one time only, ongoing, etc.):Snow and Ice agreement will be in effect October 1, 2026 thru April 30, 2027

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: It is labor-cost and traffic-safety effective to designate short county road sections that are already traversed by town highway plows trucks to engage in plow operations of these county roads segments

Department Head:

_____

RENSSELAER COUNTY DEPARTMENT of ENGINEERING and HIGHWAYS

Steven F. McLaughlin
County Executive

W. Joseph Teliska, P.E.
County Engineer

2026-2027 SNOW & ICE AGREEMENTS

SNOW & ICE AGREEMENT
TOWN OF BRUNSWICK
SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
135	TOWN OFFICE ROAD	FROM NYS RTE 7 TO CR # 134	1.608
141	SOUTH LAKE AVE.	CITY LINE AT NYS RTE 2 TO CITY LINE ON SOUTH LAKE AVE.	0.563
144	NORTH LAKE AVE.	CITY LINE TO NYS RTE 142	2.530
		TOTAL	4.701

SNOW & ICE AGREEMENT
TOWN OF EAST GREENBUSH
SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
57	PHILLIPS ROAD	FROM CR # 58 TO NYS RTE # 9&20	1.40
59	SHERWOOD AVE.	FROM NYS RTE # 151 TO NYS RTE # 9&20 0.70	
60	HAMPTON AVE.	FROM NYS RTE # 9&20 TO NYS RTE # 51	1.20
63	OLD RED MILL RD.	FROM NYS RTE # 151 TO RENSSELAER CITY LINE	0.30
		TOTAL	3.60

124 BLOOMINGROVE DRIVE • TROY, NEW YORK 12180 • PHONE (518) 283-0973 • FAX (518) 283-1741

SNOW & ICE AGREEMENT
TOWN OF POESTENKILL

SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
40	PLANK ROAD	FROM NYS RTE 351 TO CR RTE # 79	1.50
		TOTAL	1.50

SNOW & ICE AGREEMENT
TOWN OF PETERSBURG
SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
91	EAST HOLLOW RD.	FROM NYS RTE 2 TO NYS RTE 2	2.144
92	HILLS HOLLOW &	FROM NYS RTE 2 TO DAYFOOT ROAD NYS RTE 2	1.145
94	DILL BROOK ROAD	FROM NYS RTE 2 TO NYS RTE 2	1.632
		TOTAL	4.921

SNOW & ICE AGREEMENT
TOWN OF SCHODACK
SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
8	STONEY POINT RD.	NYS RTE 9J TO WESTERN ROAD	1.50
		TOTAL	1.50

SNOW & ICE AGREEMENT
TOWN OF SCHAGHTICOKE
SCHEDULE "A"

CR #	ROAD NAME	DESCRIPTION	MILEAGE
116	OIL MILL HILL	FROM RTE 40 TO CITY LINE	0.263
124	NEW TURNPIKE RD.	TROY CITY LINE TO DEAD-END	0.585
127	RIVER ROAD	TROY CITY LINE TO TOWN ROAD	0.820
		TOTAL	1.941

Rensselaer County
And
Town of
Schaghticoke

This Service Agreement ("Agreement") made on the date set forth below between **Rensselaer County** located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Schaghticoke** located at 290 Northline Drive, Melrose, New York 12121, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G-_____-26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	**Road Name**	**Description**	**Mileage**
116	Oil Mill Hill	From Route 40 to City Line	0.263
124	New Turnpike Road	Troy City Line to Dead-End	0.585
127	River Road	Troy City Line to Town Road	0.820
		Total	1.941

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. **FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE** Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of Petersburgh

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Petersburgh** located at PO Box 125, Petersburgh, New York 12138, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
91	East Hollow Road	From NYS Route 2 to NYS Route 2	2.144
92	Hills Hollow & Dayfoot Road	From NYS Route 2 to NYS Route 2	1.145
94	Dill Brook Road	From NYS Route 2 to NYS Route 2	1.632
		Total	4.921

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of Schodack

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Schodack** located at 265 Schuurman Road, Castleton, New York 12033, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
8	Stoney Point Road	NYS Route 9J to Western Road	1.50
		Total	1.50

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of Brunswick

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Brunswick** located at 336 Town Office Road, Troy, New York 12180, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
135	Town Office Road	From NYS Route 7 to County Route 134	1.608
141	South Lake Avenue	City Line at NYS Route 2 to City Line on South Lake Avenue	0.563
144	North Lake Avenue	City Line to NYS Route 142	2.530
		Total	4.701

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$ or the Term of this Agreement**. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules,
regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of East Greenbush

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of East Greenbush** located at 225 Columbia Turnpike, Rensselaer, New York 12144, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
57	Phillips Road	From County Road 58 to NYS Route 9 & 20	1.40
59	Sherwood Avenue	From NYS Route 151 to NYS Route 9 & 20	0.70
60	Hampton Avenue	From NYS Route 9 & 20 to NYS Route 151	1.20
63	Old Red Mill Road	From NYS Route 151 to Rensselaer County Line	0.30
		Total	3.60

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **April 30, 2027.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods,

labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. **FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**
Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Rensselaer County
And
Town of Poestenkill

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Poestenkill** located at 38 Davis Drive, Poestenkill, New York 12140, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

WHEREAS, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

WHEREAS, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

CR #	Road Name	Description	Mileage
40	Plank Road	From NYS Route 351 to County Route 79	1.50
		Total	1.50

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2025** and shall terminate on **April 30, 2026.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of

this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. LIABILITY

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

11. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/17

RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES – HIGHWAY DEPARTMENT

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department ("Department") requires occupational health services for all non-administrative employees, including but not limited to, Federally mandated drug and alcohol testing, pre-employment exams, annual audiograms and after-hours drug and alcohol exams; and

WHEREAS, The Department received quotes for such services from qualified contractors, with Workplace Safety Consultants d/b/a Workplace Screening Centers, 1764 US 9 #1119, Clifton Park, New York 12065 providing the most advantageous quote; and

WHEREAS, The Department seeks Legislative approval to enter into a two-year agreement with Workplace Safety Consultants, who will provide occupational health services, beginning January 1, 2027 through December 31, 2028 at a cost not to exceed $11,230.00; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, The total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Occupational Health Services 1/1/2027 – 12/31/2028	Workplace Safety Consultants DBA: Workplace Screening Centers 1764 US 9 #1119 Clifton Park, N.Y. 12065	D.5110.04900	2027 - $5,615.00 2028 - $5,615.00 Total $11,230.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:____X_____ P Resolution:_____

Title of Legislation: Drug and Alcohol Testing
Requested by:_____HIGHWAY DEPARTMENT _____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$____5615.00_____ current year
$___5615.00__ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $____5615.00_____ and ongoing $_____5615.00____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _x_____ No _____

4) Length of expense or project (one time only, ongoing, etc.): Two (2) year contract.

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: this is a two (2) year contract for federally mandated random drug and alcohol testing of our employees, as well as post accident testing. This contract will also include contractually required audio-grams and pre-employment exams.

Department Head:

_____

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

Service	1st Year	2nd year
Urine Drug Collection with Results	Each $ 105.00	Each $ 110.00
Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)	Total $ 2,625	Total $ 2,750

Service	1st Year	2nd year
New-Hire Drug & Alcohol Test	Each $ 105.00 - drug 65.00 - BA	Each $ 110.00 - drug 70.00 - BA
(Four tests per year estimate)	Total $ 680.00	Total $ 720.00

Service	1st Year	2nd year
Post Drug & Alcohol Test	Each $ 105.00 - drug 65.00 - BA	Each $ 110.00 - drug 70.00 - BA
(One test per year estimate)	Total $ 170.00	Total $ 180.00

Service	1st Year	2nd year
Alcohol Breath Test	Each $ 65.00	Each $ 70.00
(Required 10% = 5 employees)	Total $ 325.00	Total $ 350.00

n/a free to be in, until employee comes in for testing.

Service	1st Year	2nd year
Random Pool Set-up Fee	$ —	$ —

Service	1st Year	2nd Year

Audiogram	**Each $** 65.00	**Each $** 70.00
(Approximately 50 Employees) (annual)	**Total $** 3250.00	**Total $** 3500.00

Service	**1st Year**	**2nd year**
Any annual fees	**$** –	**$** –
Purpose: _____ _____		

n/a
no onsite.

Service	**1st Year**	**2nd year**
On-Site Fee	**Each $** –	**Each $** –
(For random tests given at Highway Department)	**Total $** –	**Total $** –

If cost is included in cost of test, are there any restrictions to mileage or time and what are they? Include any additional fees if restrictions are exceeded. _____

Total Year 1 **$** 7,050

Total Year 2 **$** 7500

Grand Total **$** 14,550

REQUIRED SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

Service	1st Year	2nd year
Urine Drug Collection with Results	Each $ 85.00	Each $ 90.00
Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)	Total $ 2,125	Total $ 2250

Service	1st Year	2nd year
New-Hire Drug & Alcohol Test	Each $ 124.00	Each $ 129.00
(Four tests per year estimate)	Total $ 496	Total $ 516

Service	1st Year	2nd year
Post Drug & Alcohol Test	Each $ 124.00	Each $ 129.00
(One test per year estimate)	Total $ 124.00	Total $ 129 00

Service	1st Year	2nd year
Alcohol Breath Test	Each $ 39.00	Each $ 39 00
(Required 10% = 5 employees)	Total $ 195	Total $ 195

Service	1st Year	2nd year
Random Pool Set-up Fee	$ NONE	$ NONE

Service	1st Year	2nd Year
Audiogram	Each $ 45.00	Each $ 45.00
(Approximately 50 Employees) (annual)	Total $ 2250	Total $ 2250

Service	1st Year	2nd year
Any annual fees	$ 275.00	$ 2750
Purpose: less 24 notice for PA, RS, RC		

Service	1st Year	2nd year
On-Site Fee	Each $ NONE	Each $ NONE
(For random tests given at Highway Department)	Total $ _____	Total $ _____

If cost is included in cost of test, are there any restrictions to mileage or time and what are they? Include any additional fees if restrictions are exceeded. _____

Total Year 1 $ 5615

Total Year 2 $ 5615

Grand Total $ 11,230

Waite time after 1st hour 30.00

Direct Observation 50.00

Rensselaer County
And
Workplace Safety Consultants dba Workplace Screening Centers

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County on behalf of the Highway Department, with a principal place of business at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Workplace Safety Consultants dba Workplace Screening Centers, with a principal place of business at 1764 Rt. 9 #1112, Clifton Park, New York 12065 hereinafter called the "Vendor." County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of performing alcohol and drug testing; and

WHEREAS, the County seeks to satisfy its federal mandated alcohol and drug testing needed for all drivers having a CDL License; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to provide health services to include, but are not limited to, federally mandated alcohol and drug testing, pre-employment exams, annual audio grams and after hours drug exams for all non-administrative employees.

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2028**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor the fees and costs set forth on **Schedule 1**, a sum not to exceed **$12,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to

the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a “federal health care program”, as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration’s Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service’s Office of the Inspector General’s List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and

Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Patire, Zalewski

Sent To: Personnel **Committee** **Date** November 10, 2026

Resolution No. G/18

RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF EMPLOYMENT AND TRAINING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Capital Region Workforce Development Board ("CRWDB") is in receipt of Federal Workforce Innovation and Opportunity Act ("WIOA") Funds from the Saratoga-Warren-Washington Workforce Development Board ("SWW WBD") in the amount of $9,000.00 for the purpose of providing consulting services to the SWW WBD; and

WHEREAS, The SWW WBD seeks to enter into a consulting agreement with the CRWBD to provide support to the Saratoga-Warren-Washington Local Workforce Development Area for outcomes for WIOA administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships; and

WHEREAS, The consulting agreement shall be at a rate of $150.00/hour at a maximum of 20 hours/month for the period of October 1, 2026 through June 30, 2027; and

WHEREAS, Any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be, and hereby is amended as follows:

2026 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
CD.6291.47906.EMPLOY.MISC.2026	$602,087.00	$9,000.00	$611,087.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
CD.6291.04700 Program Expenditures	$360,669.00	$9,000.00	$369,669.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: X P Resolution:_____

Title of Legislation: Resolution for the Capital Region Workforce Development Board's Acceptance of Federal WIOA Funds from the SWW WDB & Saratoga County for Workforce Governance and Amending the 2021

Requested by: Department of Employment & Training

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 9,000.00 REVENUE current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% Federal Funds

   a) For federal funding: amount $ 9,000.00 and length of time federal funding is available 10/1/26 - 6/30/27. Is it available for ongoing expenses? Yes X or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $_____ and ongoing $_____

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Approx $3,000.00 per month Revenue to be rece

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Capital Region Workforce Development Board is seeking to enter into a consulting agreement with the Saratoga Warren Washington Local Workforce Development Area to provide support for outcomes for WIOA Administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships. This agreement shall be at the rate of $150.00 per hour for no more than 20 hours of service per month. Equating to additional revenue of approximately $3,000.00 per month.

Department Head

Jessica Eckert, Commissioner

CONTRACT

THIS AGREEMENT, BY AND BETWEEN

PARTY "A" - COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

PARTY "B" – SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, a "local workforce development board" empowered by 29 USCS §3122, with offices located at 333 Glen Street, Suite 2L, Glens Falls, NY 12801 (SWW WDB),

-and-

PARTY "C" - COUNTY OF RENSSELAER, with an address at 99 Troy Road, East Greenbush, New York 37027 (CONTRACTOR),

PARTY "D" – CAPITAL REGION WORKFORCE DEVELOPMENT BOARD, a "local workforce development board" empowered by 29 USCS §3122, with offices located at 80 Vandenburgh Ave, CTR165, Troy, NY 12180 (CR WDB),

RECITALS:

WHEREAS, the Saratoga-Warren-Washington Workforce Development Board (SWW WDB) is an organization created and empowered pursuant to the Workforce Innovation and Opportunities Act (WIOA) to implement WIOA programs in the Counties of Saratoga, Warren, and Washington; and

WHEREAS, the County of Saratoga serves as the Grant Recipient and Fiscal Agent through which funds are received or paid out by the SWW WDB; and

WHEREAS, the SWW WDB requires the consulting services of personnel experienced in the operations of Regional Workforce Development Boards; and

WHEREAS, the Capital Region Workforce Development Board (CR WDB), an organization created and empowered pursuant to WIOA to implement WIOA programs in the Workforce Development Area encompassing Albany, Rensselaer, and Schenectady Counties, has agreed to provide such consulting services under certain terms; and

WHEREAS, the County of Rensselaer is the Grant Recipient and Fiscal Agent through which funds are received or paid out by the CR WDB; and

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NOW, THEREFORE, the parties agree that:

1. TERM OF AGREEMENT: The Agreement shall commence October 1, 2026 and shall continue through June 30, 2027.

2. SERVICES: CR WDB will provide consulting support on behalf of SWW WDB as directed by SWW WDB Executive Director or the SWW WDB Chairperson. Said consulting support can include work outcomes for WIOA administration, compliance, operations support, fiscal support, career center management support, and collaboration on conveying regional partnerships. CR WDB is to perform no more than twenty hours of such services per month.

3. CONTRACT SUM AND PAYMENT: COUNTY, as Grant Recipient and Fiscal Agent for SWW WDB, shall pay CONTRACTOR, as CR WDB's Grant Recipient and Fiscal Agent, for services performed by CR WDB pursuant to this contract. COUNTY shall pay CONTRACTOR at a rate of one-hundred and fifty dollars ($150.00) per hour for consulting services performed by CR WDB for SWW WDB and the total amount of funds paid by COUNTY TO CONTRACTOR for services rendered by CR WDB for SWW WDB's over the course of this contract is not to exceed twenty-seven thousand dollars ($27,000). CONTRACTOR and CR WDB acknowledge that COUNTY, as a municipal entity, is exempt from and shall not be responsible for the payment of any federal, state, or local taxes on purchases or services rendered under this Agreement.

4. COMPLIANCE WITH LAWS: CONTRACTOR and CR WDB shall comply with all applicable laws, ordinances, and regulations, including nondiscrimination and labor laws. COUNTY, SWW WDB, CR WDB, and CONTRACTOR agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation, or source of payment.

5. FREEDOM OF INFORMATION LAW COMPLIANCE: CONTRACTOR and CR WDB acknowledge that COUNTY is subject to the New York Public Officers Law (POL) Article 6 ("FOIL"). All records submitted to COUNTY are presumptively public unless an exemption applies.

To the extent CONTRACTOR or CR WDB asserts that any portion of its submission is exempt from disclosure under POL § 87(2)(d) (Trade Secrets/Competitive Injury), CONTRACTOR or CR WDB must clearly redact and label such portions at the time of submission and provide a written justification for the exemption. Failure to clearly identify and justify such exemptions at the time of submission shall constitute a waiver of CONTRACTOR's and/or CR WDB's right to claim such exemptions later.

COUNTY retains sole discretion to determine whether the claimed exemption applies. COUNTY shall not be liable for any disclosure of records where CONTRACTOR or CR WDB failed to adhere to these identification requirements. CONTRACTOR and CR WDB agrees to

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indemnify and defend COUNTY against any legal challenges or costs arising from COUNTY's withholding of records at CONTRACTOR's and/or CR WDB's request.

6. CONFLICTS OF INTEREST: CONTRACTOR and CR WDB shall not employ any official or employee of COUNTY in connection with this project and shall adhere to the Code of Ethics of COUNTY.

7. INDEMNIFICATION: At all times, CONTRACTOR and CR WDB shall indemnify and save harmless COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by negligence of CONTRACTOR or CR WDB, any person employed by CONTRACTOR or CR WDB, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law or equity for COUNTY's benefit.

8. INSURANCE REQUIREMENTS: CONTRACTOR and CRF WDB shall provide COUNTY with proof of Liability Insurance by a company authorized to do business in the State of New York. The policy's limits shall be no less than $1,000,000 per occurrence and $2,000,000 general aggregate and shall be subject to the approval of the County Attorney. CONTRACTOR and CR WDB may utilize umbrella/excess coverage to achieve the limits required hereunder. This insurance shall be primary and non-contributory to any insurance or self-insurance maintained by COUNTY.

The certificate holder must be listed as COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also include COUNTY OF SARATOGA as additional insured and CONTRACTOR and CR WDB shall provide COUNTY with proof of such insurance in the form of an Additional Insured Endorsement (covering ongoing and completed operations) or other proof acceptable to COUNTY, which shall be emailed to insurancecertificates@saratogacountyny.gov.

In the event that any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of this Agreement, CONTRACTOR or CR WDB shall deliver to COUNTY a certificate or certificates of insurance evidencing renewal of such policy or policies not less than fifteen (15) days prior to such expiration date, and CONTRACTOR or CR WDB shall promptly pay or cause to be paid all premiums due thereon. The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's or CR WDB's obligation to indemnify COUNTY.

9. WORKERS' COMPENSATION INSURANCE REQUIREMENT: This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR or CR WDB, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such coverage or exemption

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must be provided to COUNTY and shall be evidenced solely by the forms currently accepted by the New York State Workers' Compensation Board for municipal compliance (C-105.2, U-26.3, SI-12, or CE-200, or their successors). ACORD certificates are not valid proof of coverage and shall not be accepted.

10. INSURANCE CANCELLATION NOTICE: In the event that CONTRACTOR or CR WDB receives notice of cancellation of any insurance policy carried pursuant to this Agreement, CONTRACTOR or CR WDB shall immediately provide COUNTY with written notice of such cancellation by no later than the next business day of COUNTY. In the event of such insurance policy cancellation, CONTRACTOR or CR WDB shall provide COUNTY with proof of equivalent policy and limit replacement insurance satisfying the insurance requirements herein within two (2) COUNTY business days of CONTRACTOR's or CR WDB's receipt of notice of cancellation of insurance. Any failure by CONTRACTOR or CR WDB to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and COUNTY may, at its option, terminate this Agreement upon written notice to CONTRACTOR.

11. WAIVER OF SUBROGATION: CONTRACTOR and CR WDB waive any right to bring action against COUNTY or SWW WDB for any damage to the property of CONTRACTOR or CR WDB arising out of the alleged negligence of COUNTY or SWW WDB, its agents, servants, and employees. CONTRACTOR and CR WDB agree that any policy of insurance insuring its property shall contain a waiver of subrogation rights for any property loss suffered by reason of the alleged negligence or other unlawful act by COUNTY or SWW WDB, its agents, servants, and employees.

12. EXECUTORY CLAUSE: In accordance with § 362 of the County Law, COUNTY shall have no liability under this Agreement to CONTRACTOR, CR WDB, or to anyone else beyond funds appropriated and available for this Agreement. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

13. MODIFICATION: No modification of any provision thereof shall be valid unless in writing signed by both parties.

14. ASSIGNMENT AND TRANSFER: CONTRACTOR and CR WDB shall not assign or transfer any interest herein without COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

15. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

a. Failure to Perform: The failure of CONTRACTOR or CR WDB to perform the Services outlined in Section 2 of this Agreement.

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b. Other Failure to Perform: The failure by either COUNTY, SWW WDB, CR WDB, or CONTRACTOR to perform and/or comply with any term, covenant, or condition required under this Agreement.

16. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and twenty (20) days have elapsed since receipt of such notice, and the defaulting party has not proceeded to cure the default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth herein.

17. TERMINATION: Termination for cause brought about by failure of CONTRACTOR or CR WDB to perform shall be effected only if CONTRACTOR or CR WDB fail to remedy or eliminate the violation within twenty (20) days of written notification thereof from COUNTY. Termination without cause may be effectuated by either party upon thirty (30) days' written notice to the other party.

18. NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To COUNTY or SWW WDB:	Saratoga County Administrator 40 McMaster Street Ballston Spa, NY 12020
With copy to:	Saratoga County Attorney 40 McMaster Street Ballston Spa, NY 12020
To CONTRACTOR:	Rensselaer County Administrator 99 Troy Road East Greenbush, New York 37027

19. SEVERABILITY: In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not a part thereof.

20. ENTIRE AGREEMENT: This Agreement, incorporating attachments, amendments and renewals, constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

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21. CONFLICTING CLAUSES: In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and any terms, conditions, contract language, or provisions contained in any document, proposal, invoice, or other communication provided by CONTRACTOR, the terms and conditions of this Agreement shall govern and control in all respects. Any conflicting, inconsistent, or ambiguous terms and conditions in CONTRACTOR's documents are expressly rejected and shall have no force or effect unless expressly agreed to in writing by an authorized representative of COUNTY.

22. CHOICE OF LAW: The laws of the State of New York shall govern this Agreement. Any litigation related to this Agreement shall be venued in a court of competent jurisdiction located in the County of Saratoga, State of New York.

--- SIGNATURE PAGE TO FOLLOW ---

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BOARD OF SUPERVISORS

09/15/2026

RESOLUTION 268 – 2026

Introduced by Economic Development: Supervisors Brennan, Antoski, Burger, Butler, Grasso, Lalukota, and Wemple

AUTHORIZING AN AGREEMENT WITH THE COUNTY OF RENSSELAER AND THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD FOR CONSULTING SERVICES RELATED TO WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAMMING

WHEREAS, the Saratoga/Warren/Washington County Workforce Development Board is one of thirty-three (33) workforce development boards within New York State responsible for executing the objectives of the Workforce Innovation and Opportunity Act ("WIOA"), including issuing policy guidance, strategic planning, oversight and program direction for the local workforce system; and

WHEREAS, the funding for the Saratoga/Warren/Washington County Workforce Development Board has been reduced, even though the statutory obligations and required services remain the same; and

WHEREAS, the Saratoga/Warren/Washington County Workforce Development Board is working on restructuring to streamline services and implement cost saving measures, including utilizing the Rensselaer County/Capital Region Workforce Development Board, which is able to provide consulting and support services to the Saratoga/Warren/Washington County Workforce Development Board, including work outcomes for WIOA administration, compliance, operations support, fiscal support, and collaboration on conveying regional partnerships; and

WHEREAS, our Economic Development Committee recommends the approval of an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board in which the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall be at a rate of $150 per hour for no more than twenty (20) hours of services per month, for a total amount not to exceed $27,000; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board whereby the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall

be at a rate of $150 per hour for no more than twenty (20) hours of services per month, at a total amount not to exceed $27,000; and, be it further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

September 15, 2026 Regular Meeting
Motion to Adopt: Supervisor Murray
Second: Supervisor Kinowski

AYES (225,104): John Antoski (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Ram mohan Lalukota (19014.5), C. Eric Butler (6500), Harry Brennan (819), Robert Anderson (1333), James D. Arnold (3525), Michael Gyarmathy (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Cynthia Young (17130), Scott Ostrander (18800), Jesse Fish (16202), Susan Wemple (2075), Ian Murray (5808), Sarah J. Burger (14245.5), Minita Sanghvi (14245.5), Edward D. Kinowski (9022), David Ball (8208), Toni Sturm (17361)
NOES (0):
ABSENT (10,405): Willard H. Peck (5242), Thomas Richardson (5163)

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/19

RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/442/24 authorized a five-year agreement with Mobile Imaging LTD for x-ray services at a cost of $31,000.00 annually; and

WHEREAS; Van Rensselaer Manor is seeking Legislative approval to increase the annual not to exceed amount from $31,000 to $42,000 for years 2026 - 2028 with all other terms of the contract remaining the same; and

WHEREAS; The start and end dates of such agreement, the source of funding the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting parties are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Mobile X-Ray 1/1/2024 - 12/31/2028)	Mobile Imaging, LTD 7 Herbert Drive Latham, NY 12110	EH.7240.62	2024–$31,000 2025-$31,000 2026-$31,000 2027-$31,000 2028-$31,000	2024–$31,000 2025-$31,000 2026-$42,000 2027-$42,000 2028-$42,000

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☑ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO MOBILE IMAGING LTD FIVE YEAR CONTRACT – VAN RENSSELAER MANOR

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ 33,000

2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):

   a) For Federal Funding: Amount $ NA and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐

   b) For State Funding: Amount $ NA and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal: $ _____ Projected Interest: $ _____

   d) Tax Levy impact for current Year $ _____ and ongoing $ _____

   e) Other (please explain): Paid for through VRM Patient Revenue Services

3) Is this expense program mandated? YES: ☐ NO ☑

4) Length of expense or project (one time only, ongoing, etc.): 2026-2028

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Amending the annual not to exceed amounts for years 2026 - 2028 due to an increase in services provided by vendor.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 12, 2024

Resolution No. G/442/24

RESOLUTION AUTHORIZING AN AGREEMENT WITH MOBILE IMAGING LTD FOR MOBILE MEDICAL IMAGING SERVICES - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Van Rensselaer Manor Nursing Home ("VRM") seeks to renew an agreement with a mobile X-ray company to meet the medical needs of its residents; and

WHEREAS, Pursuant to the policies and procedures set forth in the Rensselaer County Purchasing Guidelines, VRM sought written competitive quotes for these services from multiple vendors; and

WHEREAS; VRM has deemed the proposal from Mobile Imaging LTD, 7 Herbert Drive, Latham, New York 12110, as being the most advantageous at an annual cost not to exceed $31,000.00, which is at a rate of ten percent (10%) lower than the rates established by the Centers for Medicare and Medicaid Services; and

WHEREAS, VRM seeks Legislative approval to enter into an agreement with Mobile Imaging LTD for a five year term beginning January 1, 2024 through December 31, 2028 at a rate of $31,000.00 annually; and

WHEREAS; The start and end dates of such agreement, the source of funding the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting parties are as follows:

DESCRIPTION/ DATES	**VENDOR**	**APPROPRIATION CODE**	**ANNUAL AMOUNT**
Mobile X-Ray 01/01/2024 - 12/31/2028)	Mobile Imaging LTD 7 Herbert Drive Latham, NY 12110	EH.7240.62	2024 - $31,000 2025 - $31,000 2026 - $31,000 2027 - $31,000 2028 - $31,000

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to the sign the above described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
November 12, 2024

Clerk of the Legislature

Sent to County Executive 11/13/24

Received from County Executive 11/14/24

Jessica L. Chaves

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 11/13/24

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the November 12, 2024 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 14th day of November, 2024 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 14th day of November, 2024.

Seal

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

MOBILE IMAGING SERVICES AGREEMENT

This Mobile Imaging Services Agreement ("Agreement") is between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Term. This Agreement begins on **January 1, 2024** and expires on the earlier of (a) **December 31, 2028** or (b) the date this Agreement is terminated in accordance with Section 9 ("Term").

2. Services. Mobile Imaging will provide portable x-rays to residents of Van Rensselaer Manor as prescribed by a physician upon a showing of medical necessity ("Services"). Medicare regulations require the County to pay for Medicare Part A covered stays in accordance with Medicare Part A (PPS) fee schedule.

3. Consideration. Mobile Imaging will bill the County pursuant to the fee schedule published by the Health Care Financing Agency. For each of the following years during the Term of this Agreement, the total amount billed by Mobile Imaging to the County shall not exceed the following amounts:

Term	Amount
January 1, 2024 to December 31, 2024	$ 31,000.00
January 1, 2025 to December 31, 2025	$ 31,000.00
January 1, 2026 to December 31, 2026	$ 31,000.00
January 1, 2027 to December 31, 2027	$ 31,000.00
January 1, 2028 to December 31, 2028	$ 31,000.00
Total amount paid during the contract term not to exceed	**$155,000.00**

4. Independent Contractor; Indemnification. Mobile Imaging acknowledges and agrees that the Services to be provided pursuant to this Agreement are provided as an independent contractor and not as an agent or as an employee of the County. Mobile Imaging agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees, from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and costs, in connection with any act or omission of Mobile Imaging, its agents or employees. Mobile Imaging further agrees to maintain during the Term of this Agreement such

Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the signing of this Agreement by Mobile Imaging.

5. Limitation on Damages. In no event shall County be liable to Mobile Imaging for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if County has been apprised of the possibility thereof.

6. Jurisdiction and Venue. In the event either Party to this Agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be the County of Rensselaer, New York.

7. Medicaid Compliance. Mobile Imaging represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Mobile Imaging further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

   a. the General Services Administration's Federal Excluded Party List System or any successor list;
   b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
   c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

   In the event that an excluded party is discovered by Mobile Imaging, Mobile Imaging shall notify the County within five (5) days of such discovery. The County reserves the right to cancel this Agreement upon such notification.

   The County further has the right to cancel this Agreement and declare the same null and void in the event that Mobile Imaging fails to fulfill its obligations under this Section.

8. Representations. Mobile Imaging represents that: (a) Mobile Imaging will comply with all federal, state and County laws, rules and regulations in performing the Services, (b) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, and (c) Mobile Imaging has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for Mobile Imaging to render the Services.

9. Cancellation. This Agreement can be canceled by either Party with thirty (30) days written notice.

10. No Discrimination. Mobile Imaging shall comply with state and federal Laws prohibiting discrimination based upon race, creed, national origin, sexual preference or sponsor.

11. Executory. Mobile Imaging expressly acknowledges and agrees that this Agreement is executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Mobile Imaging under the terms and provisions of this Agreement and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Mobile Imaging.

12. Survival. Sections 4 (Independent Contractor; Indemnification), 5 (Limitation on Damages), 6 (Jurisdiction and Venue), 8 (Representations), 11 (Executory), 14 (Names and Logos), and 15 (Miscellaneous) survive expiration and termination of this Agreement.

13. Names and Logos. Mobile Imaging shall not use County's name, logo or insignia, or the name, logo or insignia of any department or division thereof, or otherwise identify the County or any of its departments or divisions in any form of publicity or disclosure without the prior written permission of County, which permission may be given or withheld in the County's sole discretion.

14. Miscellaneous.

14.1 This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules.

14.2 No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement.

14.3 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14.4 If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14.5 This Agreement may not be modified except in writing signed by duly authorized representatives of the Parties.

14.6 This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York , on behalf of Van Rensselaer Manor (hereinafter referred to as "Covered Entity"), and Mobile Imaging Ltd. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in the Services Agreement, entered into on **January 1, 2024** (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.

2. **"**Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Mobile Imagine Ltd.**

3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

4. "Designated Record Set" is defined at 45 CFR §164.501.

5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.

7. "Required By Law" is defined at 45 CFR § 164.103.

8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

9. "Security Incident" is defined at 45 CFR § 164.304.

10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-

term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to

Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER

AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's
Office Rensselaer County
Office Building 99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: Herbert Lane, Latham, New York 12110
Attention: Walter Hughes
Telephone: (518)785-3511

D. New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this

Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Mobile Imaging, Ltd., (Business Associate).

Business Associate hereby notifies the County that there has been a Breach**,** Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____

Date of the Incident: _____

Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

_____

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary)

_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____

_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____
Email Address: _____

Phone Number: _____

Record of Signing

For Mobile Imaging Ltd.
Name Walter T. Hughes Jr.
Title President

Signed on 2024-11-20 22:15:01 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yJ0NQafQp6dduOezrxGz
Signing date: 11/20/2024
IP Address: 24.97.1.2
Email: whmi@nycap.rr.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney

Signed on 2024-11-25 20:18:39 GMT

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DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLoDTXCJQ0aAGgFztXe1
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title

Signed on 2024-11-25 20:51:51 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp1z9sgfmO743rQr56f
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive

Signed on 2024-11-25 20:54:01 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp5HEPQVKAFVCzCvOe5
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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Signed with www.concordnow.com

Mobile Imaging LTD
AMENDMENT TO MOBILE IMAGING SERVICES AGREEMENT

This Amendment takes effect as of **January 1, 2024** and is made between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Mobile Imaging and County entered into an Agreement dated January 1, 2024 hereinafter referred to as the "Agreement"; and

WHEREAS, Mobile Imaging and County wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, Mobile Imaging and County agree as follows:

1. Paragraph 3. Consideration shall be modified by deleting the current table containing Term and Amount and replacing it with the updated table below. The updated table increases the contract ceiling amount for Years 2026, 2027 and 2028

Term	Amount
January 1, 2024 to December 31, 2024	$ 31,000.00
January 1, 2025 to December 31, 2025	$ 31,000.00
January 1, 2026 to December 31, 2026	$ 42,000.00
January 1, 2027 to December 31, 2027	$ 42,000.00
January 1, 2028 to December 31, 2028	$ 42,000.00
Total amount paid during the contract term not to exceed	**$188,000.00**

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNES WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/20

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Department of Mental Health is in receipt of funding from the New York State Office of Mental Health ("OMH") with the goal of enhancing the Children's Single Point of Access ("C-SPOA") infrastructure, in the amount of $108,519.00 for the period commencing July 1, 2026; and

WHEREAS, This new funding is to be used to accommodate the increased scope of work being undertaken because of the changes to Child & Youth Evaluation Services ("C-YES") responsibilities for determining Home & Community Based Services ("HCBS") eligibility for youth without Medicaid, and in preparation of the Children's Mental Health Settlement; and

WHEREAS, The Department will utilize $15,762.50 of said funding to amend the three-year agreement with Hardenberg Group, Inc. d/b/a Sentact, previously approved by Resolution G/253/26, for Event Reporting software services to also include C-SPOA access for activity tracking and reporting in the scope of work; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT CONTRACT AMOUNT	REVISED CONTRACT AMOUNT
Event Reporting Software Services 7/1/2026-7/31/2029	The Hardenbergh Group,Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152	A.4320.04900	$48,200.00	$63,962.50

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, The Rensselaer County Executive, or his designee, is authorized to sign the above-described amended agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4320.34901 Mental Health-SA	$1,190,550.00	$108,519.00	$1,299,069.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4320.02100 Furniture	$5,000.00	$750.00	$5,750.00
A.4320.02300 Automobile	$0.00	$50,000.00	$50,000.00
A.4320.02400 Other Equipment	$35,561.00	$7,000.00	$42,561.00
A.4320.04500 Special Departmental Supplies	$48,000.00	$4,069.00	$52,069.00
A.4320.04700 Program Expenditures	$0.00	$5,000.00	$5,000.00
A.4320.04900 Professional Services	$112,750.00	$41,700.00	$154,450.00
	TOTAL APPROPRIATIONS:	**$108,519.00**	

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

Clerk of the Legislature

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution: x P Resolution:_____

Title of Legislation: Accept OMH Funding, Authorize Sentact Agreement Amendment, Amend 2026 Budget

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 108,519 current year
   $ 144,692 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS OMH - State Aid Letter

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 108,519 and length of time state funding is available 2026. Is it available for ongoing expenses? Yes x or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0 and ongoing $ 0

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes x No _____

4) Length of expense or project (one time only, ongoing, etc.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding received via NYS Office of Mental Health (OMH) State Aid Letter, $108,519 in new C-SPOA funding, of which $36,173 is retro funding for the 4/1/26 to 6/30/26 timeframe prior to receiving the funding; full annualized amount moving forward is $144,692. Contract request with Sentact for software platform module to assist the new OMH C-SPOA requirements and tracking.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/253/26

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, New York State Office of Mental Health ("OMH") has released new funding in 2026 with the goal of increasing the opportunity for Enhanced Voluntary Agreements ("EVA's") and enhancing quality oversight and administration of NYS Assisted Outpatient Treatment ("AOT") "Kendra's Law" program to decrease high risk events, increase efficiency of outdated infrastructure, increase voluntary participation and improve individual outcomes; and

WHEREAS, The Department of Mental Health ("Department") seeks Legislative approval to accept this new program funding for AOT/EVA's and utilize the funding for the creation of one new full-time position titled Mental Health AOT Coordinator beginning July 1, 2026 with the Department utilizing this funding to support this position; and

WHEREAS, The Mental Health AOT Coordinator will be a mental health professional with experience in facilitating mental health treatment/ services to high risk, high acuity adults in community-based settings and monitoring response to treatment; this leadership position is a component of the Local Government Unit ("LGU") and will work in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community; using Court Ordered AOT and EVA's, this position will aim to increase voluntary participation in treatment/services and improve individual outcomes; and

WHEREAS, The Department will also utilize the funding to enter into a three-year agreement with Hardenbergh Group, Inc. d/b/a Sentact, 38777 Six Mile Road, Livonia, MI 48152 for Patient and Employee Safety Platform software services for event and incident reporting; and

WHEREAS, The start and end date of the agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Patient and Employee Safety Platform Software Services 7/1/2026-7/31/2029	The Hardenbergh Group, Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152	A.4327.04900	$78,200.00

; now, therefore, be it

RESOLVED, That the full-time position of Mental Health AOT Coordinator be created; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.34966 OMH AOT/EVA	$0.00	$331,229.00	$331,229.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.01007 Personnel Services	$0.00	$86,108.00	$ 86,108.00
A.4327.01007 Personnel Services Savings	$0.00	$(39,744.00)	$(39,744.00)
A.4327.02100 Furniture	$0.00	$700.00	$ 700.00
A.4327.02300 Automobile	$0.00	$45,000.00	$ 45,000.00
A.4327.02400 Other Equipment	$0.00	$4,135.00	$ 4,135.00

2026 GENERAL FUND APPROPRIATIONS (continued)

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.04010 Travel	$0.00	$2,500.00	$2,500.00
A.4327.04300 Telephone	$0.00	$720.00	$720.00
A.4327.04500 Special Departmental Supplies	$0.00	$57,508.00	$57,508.00
A.4327.04550 Office Supplies	$0.00	$200.00	$200.00
A.4327.04560 Training	$0.00	$2,500.00	$2,500.00
A.4327.04900 Professional Services	$0.00	$117,794.00	$117,794.00
A.4327.08001 State Retirement	$0.00	$13,429.00	$13,429.00
A.4327.08002 Vision	$0.00	$91.00	$91.00
A.4327.08003 Social Security	$0.00	$6,152.00	$6,152.00
A.4327.08006 Medical Insurance	$0.00	$33,823.00	$33,823.00
A.4327.08007 Dental	$0.00	$313.00	$313.00
TOTAL APPROPRIATIONS:		**$331,229.00**	

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
June 9, 2026

Clerk of the Legislature

Sent to County Executive 6/10/26

Received from County Executive 6/10/26

Jessica L. Chase
Clerk of the Legislature

RENSSELAER COUNTY LEGISLATURE · SEAL ·

Executive Action

Approved ✓ **Date** 6/10/26

Disapproved

Veto Message Attached and Returned to Clerk

Steven F. McLaughlin
County Executive

Rensselaer County Legislature

Clerk's Certification

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that the attached is an official document of the Rensselaer County Legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of East Greenbush, New York, this 10th day of June, 2026.

Jessica L. Charette

Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

Seal

SENTACT

STATEMENT OF WORK

This Statement of Work, to be effective as of _____July 1_____, 2026__ ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180 ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective _____July 1_____, 2026__ (the "**MSA**") and that certain Related PSA entered into by the Parties effective _____July 1_____, 2026__ (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform access extended to Rensselaer County Department of Mental Health's CSPOA program (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below (as further itemized in Exhibit 1).

Years	Annual License	Implementation
Year 1	$5,000	waived
Year 2	$5,250	
Year 3	$5,512.50	

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Addendum to
Master Services Agreement
Project Services Agreement for Software Services
Statement of Work
Rensselaer County on Behalf of the Department of Mental Health
and
The Hardenbergh Group, Inc. d/b/a Sentact

This Agreement Addendum (the "Addendum") is made by and between Rensselaer County, on behalf of the Department of Mental Health, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and The Hardenberg Group, Inc. d/b/a Sentact, with offices located at 38777 Six Mile Road, Livonia, MI 48152 hereinafter referred to as the "Vendor", or "The Hardenberg Group", or "Sentact".

1. **AGREEMENT**: This Addendum is hereby incorporated into and made a part of the Master Services Agreement, Project Services Agreement for Software Services, and Statement of Work between County and Vendor attached to this Addendum and dated with an agreement start date of **July 1, 2026**. To the extent the terms of this Addendum modify or conflict with any provisions of the Master Services Agreement, Project Services Agreement for Software Services or the Statement of Work, the terms of this Addendum apply and control.

2. **INTRODUCTION**: The word "Confidential" set forth on the bottom of each page of the Master Services Agreement, Project Services Agreement for Software Services, and the Statement of Work is hereby deleted.

AMENDMENTS TO THE MASTER SERVICES AGREEMENT

3. Paragraph 3.1 is amended to read as follows:

> 3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables containing Personal Health Information or Personal Identifying Information provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

Concord - Document ID: 034PqG1nPq29EonPKGlxSF

4. Paragraph 3.2 is deleted.

5. N/A

6. **Paragraph 3.4** shall be deleted in its entirety and replaced with:
"The attached Business Associate Agreement shall be made a part of the Agreement."

7. Paragraphs 4.1, 4.2 and 4.3 are hereby deleted

8. **Paragraph 4.4** is amended to read as follows:

> 4.4 Limitation of Liability. VENDOR AND ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL NOT BE LIABLE TO COUNTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VENDOR ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE GREATER OF A) $1,000,000.00, B) THE APPLICABLE INSURANCE PROCEEDS ACTUALLY RECEIVED BY VENDOR FROM THE INSURANCE POLICIES SET FORTH IN PARAGRAPH 4.5 BELOW WITH RESPECT OT THE EVENT GIVING RISE TO THE CLAIM, OR C) THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

9. **Paragraph 4.5 Insurance.** Shall be amended by adding a sentence at the end to read as follows :

> "Vendor agrees to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061. "

10. **Paragraph 5.1** shall be deleted in its entirety and replaced with the following:

> 5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all applicable laws in connection with this MSA. Sentact further represents and warrants that (i) all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, (ii) such persons will perform

the services in a professional and workmanlike manner in accordance with industry standards and (iii) Sentact has title to and provides the Services free from all claims of ownership or other rights of any third party and the Services provided do not infringe upon any claims or rights by any third party.

11. **Paragraph 5.2** is amended to read as follows:

Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Paragraph 6.1 Term and Termination of MSA. This first sentence shall be deleted and replaced with:
"The term of this MSA shall begin on July 1, 2026 and shall continue thereafter for three (3) years to July 31, 2029 following such time as there is no longer in effect any Related PSA executed pursuant to this MSA.

12. **Paragraph 7.2 Taxes**. Shall be deleted in in its entirety and replaced with:
"Rensselaer County is exempt from the payment of taxes."

13. **Paragraph 7.8 Governing Law, Jurisdiction**. Shall be deleted in its entirety and replaced with:
"This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to its principles of conflicts of laws. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York, County of Rensselaer or the United States District Court, Northern District of New York shall exercise exclusive jurisdiction over such litigation.."

THE FOLLOWING PARAGRAPHS ARE ADDED TO THE AGREEMENT

EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or

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cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

Amendments to Project Services Agreement for Software Services:

1.The effective date, July 1, 2026 shall be inserted into the first unnumbered paragraph and paragraph 1.

2. **Paragraph 8**, Fees and Expenses, the last paragraph is deleted.

3. Paragraph 9. Term. Shall be deleted in its entirety and replaced with

This Related PSA shall be in effect as of July 1, 2026 and shall continue for three (3) years until June 30, 2029. The Related PSA terminates under the same terms and conditions as the Master Services Agreement between the parties.

4**. Paragraph 10** Indemnification is amended to read as follows:

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content,

material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

Amendments to Statement of Work

1. The effective date, July 1, 2026, shall be inserted into the first and second unnumbered paragraphs.

2. Paragraph 2. Term is amended to read as follows:

Unless earlier terminated pursuant to the MSA or Related PSA the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years. This Statement of Work terminates upon the termination of the MS or Related PSA.

SENTACT

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**MSA**"), to be effective on July 1, 2026 ("**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact, located at 38777 Six Mile Road, Livonia, MI 48152 ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

Sentact is engaged in the business of providing, either directly or through one of its wholly owned subsidiaries, certain healthcare related services, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services.

Client desires to contract with Sentact to obtain certain healthcare related software and services to be provided under one or more Project Services Agreements, which may be separately executed by and between the Parties, each referencing and incorporating the terms of this MSA (each individually a "**Related PSA**").

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. PROVISION OF SERVICES

1.1 Services. During the term of this MSA, Sentact shall provide services to Client as set forth in one or more Related PSAs (each individually "**Service**" and collectively, "**Services**"). The Parties acknowledge and understand there is a Related PSA for each individual category of Service provided, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services. The Parties further understand and agree a Related PSA for each individual Service incorporates the terms of this MSA. The Parties further acknowledge and understand the specific scope of Services and fee schedule for each Service provided under a Related PSA and this MSA are governed by a statement of work (each individually a "**Statement of Work**" or "**SOW**"). The Parties may agree to any number of Statements of Work for Services performed under a Related PSA and this MSA.

2. INVOICING AND PAYMENT

2.1 Invoicing; Payment. Sentact shall provide Client with an invoice on a monthly or yearly basis, as set forth in the applicable Statement of Work, for the Services rendered under any Related PSA during the invoice period that has just concluded, including, but not limited to, fees and reimbursable expenses identified within the Related PSA or Statement of Work. Each invoice sent to Client shall be paid in full by Client within thirty (30) days of the invoice date, by either credit card, ACH or physical check sent to Sentact at the address indicated on the invoice. Client may only withhold payment of a disputed portion of a given invoice if Client identifies both the specific invoice line items in dispute and Client's reason for disputing those line items to Sentact in writing within fifteen (15) days of receipt of that invoice. For the avoidance of doubt, Client remains responsible for timely payment of all undisputed portions of a given invoice. All past due invoices will accrue a late fee equal to the lesser of (a) one and a half percent (1.5%) per month or (b) the highest rate permissible under applicable law.

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2.2 Nonpayment. If Client fails to make any payment when due, then, in addition to any other remedies available to Sentact, Sentact may, following written notice to Client of such failure, immediately cease to provide Services for Client. Services will not resume until all outstanding undisputed balances are paid in full or arrangements approved by Sentact have been made to fully resolve undisputed outstanding balances.

2.3 Collection. If Sentact is compelled to bring suit against Client to collect amounts due under this MSA, any Related PSA or any Statement of Work, Sentact shall be entitled to recover interest on any amount due per Section 2.1, and reasonable attorneys' fees and costs incurred in connection with the action.

3. CONFIDENTIALITY

3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

3.2 Compelled Disclosure. In the event a Recipient Party or any of its representatives is legally compelled or otherwise required by a regulatory body, governmental entity, or oversight entity to disclose or produce communications between the Parties, records provided to Sentact by Client, or records prepared for Client by Sentact in relation to the Services provided under this MSA, a Related PSA or a Statement of Work, such Recipient Party shall, to the extent permissible, provide the Disclosing Party with prompt notice of the request in order for the Disclosing Party to seek an appropriate protective order or other appropriate remedy and/or waive the non-disclosure provisions of this MSA or Related PSA or Statement of Work. Subject to the foregoing, in responding to the request, the Recipient Party shall furnish the minimum portion (and only that portion) of the records or other confidential information that, based on advice of legal counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be afforded to such information.

3.3 Termination. Upon termination of this MSA for any reason or upon the written request of the Disclosing Party, the Recipient Party shall immediately cease all further use of the Disclosing Party's confidential information, including any forms and documents, provided under this MSA or any Related PSA or Statement of Work, unless otherwise expressly approved in writing by the Disclosing Party. Notwithstanding the foregoing, the Parties agree that, following the termination or expiration of this MSA or any Related PSA or Statement of Work, the peer review information, credentialing information and enrollment information, or consulting information, contained on documents may be used by Client and its affiliates and subsidiaries solely for its business as a healthcare facility or third-party billing provider to healthcare facilities, and such information and documents shall not be used for any other purposes.

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3.4 BAA. To the extent any Services under this MSA and any Related PSA and Statement of Work require a Business Associate Agreement, the Parties will negotiate in good faith and execute a mutually agreeable Business Associate Agreement**.**

4. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

4.1 Indemnification by Client. Client shall indemnify, defend and hold harmless Sentact, its affiliates, and its and their respective, members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Sentact Indemnitees**") from and against all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs and expenses incurred in the defense thereof (collectively, "**Losses**"), resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by a Client Indemnitee (as defined below). Client's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of the Sentact Indemnitees.

4.2 Indemnification by Sentact. Sentact shall indemnify, defend and hold harmless Client, it affiliates, and its and their respective members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Client Indemnitees**") from and against all Losses resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by the Sentact Indemnitees. Sentact's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of Client, its officers, agents, directors, trustees, and/or employees.

4.3 Possible Additional Indemnification in Related PSA and Statements of Work. The Parties acknowledge that additional indemnification obligations may be set forth in a Related PSA and/or Statement of Work. The Parties agree that, unless otherwise stated in the Related PSA or Statement of Work, those obligations are in addition to, and do not conflict with, Sections 4.1 and 4.2 of this MSA and do not in any way supersede, negate, or change the obligations of the Parties under Sections 4.1 and 4.2 of this MSA.

4.4 Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

4.5 Insurance. At all times during the term of this MSA, Sentact shall procure and maintain: (a) commercial general liability insurance including products liability coverage covering itself and its employees and agents providing services pursuant to the MSA on an occurrence basis in the amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate for all claims; (b) worker's compensation

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coverage equal to statutory limits for its employees performing services hereunder; and (c) errors and omissions coverage in a minimum amount of $4,000,000. Upon written request by Client, Sentact shall provide to Client a certificate of insurance evidencing that such coverage is in effect during the term of this MSA. The liability insurance limits set forth above may be met with a combination of primary and umbrella coverage.

5. WARRANTIES; DISCLAIMER

5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all s in connection with this MSA. Sentact further represents and warrants that all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, and that such persons will perform the services in a professional and workmanlike manner.

5.2 Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. TERM AND TERMINATION

6.1 Term and Termination of MSA. The term of this MSA shall begin on the Effective Date and shall continue thereafter for three (3) years following such time as there is no longer in effect any Related PSA executed pursuant to this MSA. Either Party may terminate this MSA in the event the other Party commits a material breach of any provision of this MSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services will be considered a material breach. Any termination of this MSA shall result in the termination of all Related PSAs.

6.2 Services Performed Prior to Termination. In the event of termination of this MSA, this MSA shall continue to govern the Parties' rights and obligations with respect to the Services performed prior to termination. Upon the termination of this MSA, a Related PSA or any individual Statement of Work, Client shall pay Sentact for any and all work completed through the effective date of termination.

7. GENERAL TERMS

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7.1 Relationship of the Parties. This MSA and the Related PSAs and Statements of Work do not constitute any Party as the agent, representative or partner of any other Party for any purpose and does not give any Party the authority to assume or create an obligation on behalf of, or in the name of, the other Party. Sentact's relationship to the Client shall be that of an independent contractor and not an officer, employee, or agent of Client. Nothing in this MSA is to be construed as imposing a purchase or supply obligation or any obligation to negotiate or enter into any other agreement.

7.2 Taxes. Sentact, or its subcontractor if applicable, shall be responsible for the payment of wages and other compensation, and for any applicable withholdings and contributions, such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance, for persons providing services for Client hereunder, and such persons shall not participate in any employee pension, health, vacation pay, sick pay or other fringe benefit programs offered by Client to its employees. Client shall be responsible for any excise, sales, service, use or other similar state or local taxes applicable to the services provided by Sentact.

7.3 Publicity; Use of Marks. Neither Party shall use the other's name, trademark, logos or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that Party's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4 Conflicting Terms. If there is any conflict between any term of this MSA and those of a Related PSA, the terms of the Related PSA shall govern. If there is any conflict between any term of a Related PSA and a Statement of Work associated therewith, the terms of the Statement of Work shall govern.

7.5 Severability. If one or more provisions of this MSA or any Related PSA or Statement of Work are held to be invalid, illegal, or incapable of being enforced due to any applicable law or public policy, the Parties agree to renegotiate such provisions in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this MSA or the Related PSA or Statement of Work; (b) the balance of the MSA and Related PSA and Statement of Work will be interpreted as if such provision were so excluded; and (c) the balance of the MSA and Related PSA and Statement of Work will be enforceable in accordance with their terms.

7.6 Assignment. Neither Party may assign its rights or obligations under this MSA without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that this MSA may be assigned without consent to a Party's successor in connection with any acquisition, merger, consolidation, internal business reorganization, sale of equity, sale of all or substantially all of the assets of either Party, or other similar transaction.

7.7 Notices. Any notice or demand required under this MSA shall be in writing, sent FedEx or UPS with tracking, or by a recognized overnight carrier which provides proof of receipt; and shall be sent to the addresses of the Parties first listed above. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

7.8 Governing Law, Jurisdiction. This MSA, the Related PSAs and Statements of Work thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. Any dispute or claim from this MSA, a Related PSA or

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a Statement of Work shall be resolved exclusively in the federal and state courts of the State of Delaware, and the Parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

7.9 Entire Agreement. This MSA, as supplemented by one or more Related PSAs separately executed by and between the Parties and including any related Statements of Work agreed to under one or more Related PSAs, contains the entire agreement of the Parties and supersedes any prior oral or written understandings and agreements. This MSA can be modified only by a writing signed by both Sentact and Client.

7.10 Third Party Beneficiaries. The obligations of each party to this MSA shall inure solely to the benefit of the other parties. No person or entity is intended to be or shall be construed or deemed to be a third-party beneficiary of this MSA.

7.11 Successors. This MSA shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.12 Headings. The underlined headings provided herein are for convenience only and shall not affect the interpretation of this MSA.

7.13 Survival. The provisions of this MSA that, by their nature, should survive termination or expiration of this MSA shall so survive, including, but not limited to, Client's payment obligations, each Party's indemnification obligations and each Party's confidentiality obligations.

7.14 Covenant of Good Faith and Fair Dealing. The Parties hereto covenant and agree to cooperate in the implementation of the provisions of this MSA and any Related PSA or Statement of Work, and to perform their respective obligations hereunder and thereunder, in all respects in a spirit of good faith and fair dealing so as not to defeat the rights of the Parties as set forth herein.

7.15 Force Majeure. No Party shall be liable or responsible, nor shall be deemed to have defaulted under or breached this MSA, any Related PSA or Statement of Work, for any failure to perform or delay in performing its obligations (except for payment obligations) due to an event of force majeure. An event of force majeure is any event or circumstance beyond a Party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, pandemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems ("***Force Majeure Event***"). Such Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this MSA upon thirty (30) days' written notice.

7.16 Attorneys' Fees. If either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this MSA, the prevailing Party in the legal suit, action or proceeding is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting or

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defending the legal suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

7.17 Counterparts. This MSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this MSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

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SENTACT

PROJECT SERVICES AGREEMENT FOR SOFTWARE SERVICES

This Project Services Agreement for Software Services ("**Related PSA**"), to be effective as of _____ (the "**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Terms of MSA. Client and Sentact are parties to that certain Master Services Agreement effective _____, (the "**MSA**"). The Parties agree and acknowledge the terms and conditions of the MSA are hereby incorporated into this Related PSA by this reference.

2. Definitions.

   a. "***Data Analytics***" means Sentact's and its licensors' data and information that are either provided to Client by Sentact or obtained or generated from the Platform by Client as described in a Statement of Work (defined in Section 3 below).

   b. "***Documentation***" means any written or printed materials that relates to the Platform, including technical specifications, training and support materials, and other instructions.

   c. "***Permitted Uses***" means the allowed uses of the Data Analytics.

   d. ***"Platform***" means Sentact's software platform as a service solution made available by Sentact for accessing the Data Analytics.

   e. "***Services Deliverables***" means the items to be delivered to Client in connection with services performed by Sentact as listed in a Statement of Work.

3. Data Analytics and Professional Services. This Related PSA defines the terms under which Sentact will undertake to provide certain Data Analytics and professional services (the "**Project(s)**") as agreed between the Parties from time to time. Each Project Sentact undertakes shall be described in a Statement of Work ("**Statement of Work**" or "***SOW***") setting forth the agreed upon specifications, project schedules, delivery dates, Services Deliverables, and pricing terms. Both Parties shall execute each SOW and each is incorporated herein by this reference.

4. Delivery and Cooperation. Sentact will provide the Services Deliverables according to the agreed delivery schedule set forth in the applicable SOW. Client acknowledges that Client's cooperation is essential to the timely performance of Services. Client will, to the extent required in connection with the performance of the Projects: (i) provide Sentact with any necessary access to Client's personnel, facilities, or data; (ii) cause the appropriate personnel to cooperate with Sentact as required for Sentact to provide its services, including responding promptly to questions or issues; and (iii) make any payments when due. Clients delay or failure to do so shall excuse any of Sentact's resulting failures to meet the delivery schedules set forth in the SOW.

5. License Grant. Subject to the terms and conditions of the MSA, Related PSA and applicable SOW, Sentact hereby grants to Client and its authorized users a non-exclusive, non-transferable,

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revocable license to remotely access and use the Platform, Data Analytics and Documentation for the term of the applicable SOW for the Permitted Uses as set forth in a SOW. Unauthorized use, resale or commercial exploitation of the Platform, Data Analytics or Documentation is expressly prohibited. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Platform, Data Analytics or Documentation, (ii) modify or make derivative works based upon the Platform, Data Analytics or Documentation; (iii) commercially exploit the Platform, Data Analytics or Documentation in any way. The provision in this Section will terminate immediately upon any termination of the SOW.

6. Proprietary Materials. Client acknowledges that each of (i) the Platform, (ii) Data Analytics, (iii) Documentation, (iv) Services Deliverables (unless otherwise stated in a SOW) and (v) and any and all enhancements, modifications, additions or new releases of or to the foregoing (collectively, the "**Proprietary Materials**"), contain Confidential Information and intellectual property of, and are proprietary to Sentact and its licensors and that title to the Proprietary Materials is and shall remain with Sentact and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain with Sentact and its licensors. Client shall not assert any right, title or interest in the Proprietary Materials provided to Client under the MSA, Related PSA or SOW, except for the limited licensed rights provided to Client hereunder. Client shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Client shall reproduce all such information on all copies made hereunder. Client will not reverse engineer, disassemble, decompile or unlock the Platform in whole or in part for any reason or use, distribute or recreate the Proprietary Materials without written permission of Sentact, which Sentact may grant or withhold in its sole discretion. Client will keep the Platform free of all claims, liens and encumbrances.

7. Additional Responsibilities. Client is responsible for any and all activities that occur under Customer's user accounts. Both Parties shall: (a) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to the other promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution that is known or suspected by such Party or its users. Client, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

8. Fees and Expenses. Client shall pay Sentact for Services provided and any applicable expenses in accordance with the terms of the SOW.

   In addition to the fees and expenses set forth in a SOW, Client shall be responsible for any fees or other expenses associated with Client, state, or other required or mandated training. The foregoing does not include any applicable taxes, which, if applicable, shall be added to such fees or expenses on the corresponding invoice and paid by Client.

   Following the initial annual period of each SOW, Sentact reserves the right to increase the pricing set forth in the SOW on an annual basis by up to five percent (5%) above the prior year's pricing.

9. Term: This Related PSA shall be in effect as of the Effective Date and shall continue for three (3) years following such time as there is no longer in effect any Statement of Use executed pursuant

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to this Related PSA. Either Party may terminate this Related PSA in the event the other Party commits a material breach of any provision of this Related PSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services applicable to this Related PSA will be considered a material breach. Termination of this Related PSA shall result in the termination of all Statements of Work executed pursuant hereto, but does not cause, result, or constitute termination of any other Related PSAs or the MSA. Client may not terminate a Statement of Work for convenience. If Client terminates a Statement of Work without cause prior to the expiration of the initial term or renewal term thereof, Client shall pay to Sentact the total amount of unpaid charges incurred through the date of termination plus an early termination charge equal to the total amount of payments and charges payable for the balance of the initial term or the renewal term thereof.

10. Indemnification.

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages finally awarded or incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software. THE FOREGOING STATES THE HARDENBERGH GROUP'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE PLATFORM.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content, material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

11. Counterparts. This Related PSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such

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signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this Related PSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County on Behalf of:

Rensselaer County Department of Mental Health	**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**
By: _____	By: _____
Signature	Signature
Steven F. McLaughlin	
Printed Name	Printed Name
County Executive	
Title	Title
Date	Date

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SENTACT

STATEMENT OF WORK

This Statement of Work, to be effective as of July 1, 2026, ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective July 1, 2026, (the "**MSA**") and that certain Related PSA entered into by the Parties effective July 1, 2026, (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below.

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Years	Annual License	Implementation
Year 1	$13,992	$4,952
Year 2	$14,412	
Year 3	$14,844	

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County on behalf of:

Rensselaer County Department of Mental Health

By: _____
Signature

Steven F. McLaughlin
Printed Name

County Executive
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Concord - Document ID: 094PqG1mPq29EonPKGlxSF

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between **Rensselaer County, New York** (hereinafter referred to as "Covered Entity" or "County"), and **The Hardenbergh Group, Inc. d/b/a Sentact,** for and on behalf of itself and its subsidiaries and affiliates (hereinafter referred to as "Business Associate" or "Vendor"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship as described in the Master Services Agreement with Business Associate to which this Agreement is attached (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (PHI)as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply with applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean. **The Hardenbergh Group, Inc. d/b/a Sentact**.

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, New York State or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified or as reasonably necessary to perform the services described in the Underlying Agreement. Moreover, the provisions of HIPAA that are required to be in this Agreement are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3. Business Associate is directly responsible for its full compliance with the applicable requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.4 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate must comply, where applicable, with the Security Rule to protect Electronic PHI.

3.5 Business Associate must notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.5 must, to the extent possible:

> 3.5.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a successful Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
>
> 3.5.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach;
>
> 3.5.3 Be in substantially the same form as Exhibit A hereto;
>
> 3.5.4 Include a brief description of what happened, including the date of the Breach, if known, and the date of the discovery of the Breach;
>
> 3.5.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
>
> 3.5.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
>
> 3.5.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.5.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach;

3.5.9 State whether the PHI was actually acquired or viewed;

3.5.10 Provide a brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breach;

3.5.11 Note contact information and procedures for Covered Entity to ask questions or learn additional information, which must include a telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.5.12 Include a draft letter for the Covered Entity to utilize to notify the Individual(s) that his or her PHI is the subject of a Breach.

3.6 The Parties agree that this Section constitutes notice by Business Associate of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, including, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-in attempts, denials of service and any combinations of the above, so long as no such incident results in unauthorized use or disclosure of Unsecured Protected Health Information.

3.7 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.8 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any agent or subcontractor to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.9 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.10 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.11 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity in order for Covered Entity to meet the requirements under 45 CFR § 164.524.

3.12 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the written request of Covered Entity.

3.13 Business Associate must, upon written request with reasonable notice, not more frequently than once per calendar year and at a mutually agreed upon date and time, provide Covered Entity the opportunity to view artifacts that demonstrate compliance with this Agreement.

3.14 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.15 Business Associate must, upon written request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.16 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.17 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.18 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

3.19 To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements under the Privacy Rule that apply to Covered Entity in doing so.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, which will be at least 30 days, have the right to terminate this Agreement and to terminate the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI; or

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI upon written notice if Business Associate has breached a material term of this Agreement and cure is not possible.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI, except as provided in Section 4.3.2.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the "Indemnification" Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to use commercially reasonable efforts to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail with respect to the subject matter hereof, unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Covered Entity and Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12961
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 38777 Six Mile Road, Livonia, MI 48152
Attention: Daniel Hart, CEO
Phone: 615-477-0740

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the state designated in the Underlying Agreement, without regard to choice of law principles.

10.6 Notwithstanding any provision in this Agreement to the contrary, the total liability of Business Associate under this Agreement shall be limited to $1,000,000 or, if greater, the extent to which such liability is covered by insurance maintained by Business Associate. Further, Business Associate shall not have any liability under this Agreement to the extent any claim, demand, liability, judgment, loss, damage or expense arises or results from the negligence or willful misconduct (whether by act or omission) of Covered Entity or Covered Entity's officers, managers, representatives, employees, agents, or contractors (other than Business Associate) including, without limitation, failure to cooperate in any governmental or regulatory investigation related to a violation of HIPAA.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

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EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section 3.5.3 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- **The Hardenbergh Group, Inc. d/b/a Sentact (**Business Associate).

Business Associate hereby notifies the County that there has been a Breach (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____
Email Address: _____
Phone Number: _____

Record of Signing

For Sentact
Name Chris Dube
Title President

Signed on Sep 16, 2026 9:42 AM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034PqG1mjX2PcownlTwWOk
UTC Signing time: 2026-09-16 13:42:32 UTC
IP Address: 174.242.70.136
Email: cdube@sentact.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney

Signed on Sep 16, 2026 3:29 PM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034Pym3sdC3Lgio4qA4gWi
UTC Signing time: 2026-09-16 19:29:34 UTC
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title

Signed on Sep 16, 2026 3:37 PM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034PyxaD9sjQuaagsMU9TS
UTC Signing time: 2026-09-16 19:37:09 UTC
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive

Signed on Sep 16, 2026 3:43 PM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034Pz6j3Z2MzZJBVFloaBq
UTC Signing time: 2026-09-16 19:43:09 UTC
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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Signed with https://www.concord.app/

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/21

RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMENT FOR TYLER TECHNOLOGIES, INC. – BUREAU OF FINANCE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/423/15 authorized a New World Systems LOGOS Software for FMS/HR services, effective October 26, 2015; and

WHEREAS, Effective November 16,2015 New World Systems merged with Tyler Technologies (Tyler), Tyler no longer enters into multiyear agreements, all agreements are automatically renewed for one additional year upon payment of invoice, per agreement effective November 2, 2021; and

WHEREAS, Document #CI100-00322722 with a term of November 1,2026 – October 31,2027 includes all FMS, HR, and Disaster Recovery maintenance services; and

WHEREAS, The name and address of the vendor, the source of funding, and the total amount to be expended, which shall not exceed budgeted appropriations are as follows:

INVOICE TERM	VENDOR	APPROPRIATION CODE	AMOUNT
November 1,2026 – October 31,2027	Tyler Technologies, Inc. 840 West Long Lake Road Troy, MI 48098	A.1325.04420	$128,475.93

; now, therefore, be it

RESOLVED, That the Rensselaer County Bureau of Finance is authorized to issue payment for the above-described annual maintenance invoice.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution(s):___X___ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMNT FOR TYLER TECHNOLOGIES ERP

Requested by: FINANCE_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:
   Current Year: $128,475.93
   Ongoing Years: $0.00

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): N.A.

   a) For federal funding: amount $0.00

   b) For state funding: $ 0.00

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $
   Total projected interest costs $

   d) Tax levy impact for current year $128,475.93 Ongoing $ None

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No ____X____

4) Length of expense or project (one time only, ongoing, etc.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

   Annual Maintenance Invoice for Tyler Technologies ERP (New World), Including FMS/HR and Disaster Recovery/Systems Management.

Department Head
Thomas Santandera, CFO

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00322722	10/01/26	1 of 2

Bill To: RENSSELAER COUNTY
RENSSELAER COUNTY OFFICE BUILDING
1600 7TH AVE
TROY, NY 12180-3410

Delivery To: RENSSELAER COUNTY
RENSSELAER COUNTY OFFICE BUILDING
1600 7TH AVE
TROY, NY 12180-3410

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
50179	LOC000030088	LOC000030088	USD	Net30	10/31/2026

Cust PO#	Sales Order	Billing Schedule	Original Invoice
	SBI1000-000024534	213-2020136739	

Contract Date	Description	Quantity	Unit Price	Extended Price
12/18/20	eTimesheets - Maintenance 11/01/2026 - 10/31/2027	1	$0.00	$0.00
02/15/22	Payments PCI Service Fee (Per Device) 11/01/2026 - 10/31/2027	5	$210.36	$1,051.80
12/18/20	Purchase Orders - Maintenance 11/01/2026 - 10/31/2027	1	$3,501.53	$3,501.53
12/18/20	Decision Support Base Datamart - Maintenance 11/01/2026 - 10/31/2027	1	$3,501.53	$3,501.53
12/18/20	Accounting/General Ledger - Maintenance 11/01/2026 - 10/31/2027	1	$12,037.34	$12,037.34
12/18/20	eSuite Base - Maintenance 11/01/2026 - 10/31/2027	1	$3,501.53	$3,501.53
12/18/20	Employee Event Tracking - Maintenance 11/01/2026 - 10/31/2027	1	$2,188.99	$2,188.99
12/18/20	Personnel Actions - Maintenance 11/01/2026 - 10/31/2027	1	$2,188.99	$2,188.99
12/18/20	User License to Unlimited Site License - Maintenance 11/01/2026 - 10/31/2027	1	$2,812.60	$2,812.60
12/18/20	Fixed Assets - Maintenance 11/01/2026 - 10/31/2027	1	$1,750.06	$1,750.06
12/18/20	Misc Billing & Receivables - Maintenance 11/01/2026 - 10/31/2027	1	$1,750.06	$1,750.06
12/18/20	Project Accounting - Maintenance 11/01/2026 - 10/31/2027	1	$1,750.06	$1,750.06
12/18/20	Benefits Administration - Maintenance 11/01/2026 - 10/31/2027	1	$1,750.06	$1,750.06

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00322722	10/01/26	2 of 2

Contract Date	Description	Quantity	Unit Price	Extended Price
12/18/20	Bank Reconciliation - Maintenance 11/01/2026 - 10/31/2027	1	$1,312.55	$1,312.55
12/18/20	HR Analytics - Maintenance 11/01/2026 - 10/31/2027	1	$2,189.00	$2,189.00
12/18/20	Payroll/HR - Maintenance 11/01/2026 - 10/31/2027	1	$9,849.77	$9,849.77
12/18/20	Roster Cards - Maintenance 11/01/2026 - 10/31/2027	1	$4,376.56	$4,376.56
12/18/20	Time & Attendance Interface - Maintenance 11/01/2026 - 10/31/2027	1	$0.00	$0.00
12/18/20	FM Analytics - Maintenance 11/01/2026 - 10/31/2027	1	$2,626.50	$2,626.50
12/18/20	eBenefits Admin - Maintenance 11/01/2026 - 10/31/2027	1	$2,626.51	$2,626.51
12/18/20	eEmployee - Maintenance 11/01/2026 - 10/31/2027	1	$5,251.60	$5,251.60
02/02/23	System Management Services Contract 11/01/2026 - 10/31/2027	1	$9,132.75	$9,132.75
06/30/21	SnapLogic - Up to 5 Snap integrations 11/01/2026 - 10/31/2027	1	$9,019.06	$9,019.06
06/30/21	eMisc Billing - Maintenance 11/01/2026 - 10/31/2027	1	$8,117.16	$8,117.16
06/30/21	Cashiering - Maintenance 11/01/2026 - 10/31/2027	1	$27,057.17	$27,057.17
02/02/23	Disaster Recovery 11/01/2026 - 10/31/2027	1	$9,132.75	$9,132.75

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 128,475.93
Sales Tax	$0.00
Total	$ 128,475.93

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 10, 2026

Resolution No. G/23

RESOLUTION AUTHORIZING AN AGREEMENT
WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Department of Social Services ("Department") is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary; and

WHEREAS, The Department issued a Request for Quotation (RFQ) from three qualified Process Service Firms for an initial period of twelve (12) months, from January 1, 2027 through December 31, 2027, plus an additional four (4), one-year extensions; and

WHEREAS, The Department anticipates requiring between 400 and 650 services annually; and

WHEREAS, The Department's current vendor, Alliance Risk Group, Inc., 56 Clifton Country Road, Suite 203, Clifton Park, New York 12065, was the sole response to the RFQ; and

WHEREAS, Alliance Risk Group, Inc. serves organizations globally with comprehensive investigative and legal support solutions; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Alliance Risk Group, Inc. to provide process server services, beginning January 1, 2027 through December 31, 2027 with the option of four (4) one-year extensions; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total amount to be expended over the life of same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Service of Process 1/1/27 – 12/31/27 (4 – one-year renewals)	Alliance Risk Group, Inc. 56 Clifton Country Rd, Suite 203 Clifton Park, NY 12065	A.6010.04900	Year 1 - $27,000.00 Year 2 - $27,000.00 Year 3 - $29,500.00 Year 4 - $29,500.00 Year 5 - $32,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X__ P Resolution:_____

Title of Legislation: RESOLUTION AUTHORIZING AN AGREEMENT WITH ALLIANCE RISK GROUP INC.

Requested by: DEPARTMENT OF SOCIAL SERVICES

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 27,000 current year
$ 27.000-32,000 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal, state and local

   a) For federal funding: amount $ ~13,000 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

   b) For state funding: amount $ ~6,500 and length of time state funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ ~7,500 and ongoing $ similar

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes X No _____

4) Length of expense or project (one time only, ongoing, etc.): RFQ for initial 12-months + (4) 12-month periods

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department of Social Services is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary.

Department Head

Michael P. McMahon

RENSSELAER COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NY 12180
PHONE: (518) 833-6000 / FAX: (518) 283-7884

Steven F. McLaughlin
County Executive

Michael P. McMahon
Commissioner

REQUEST FOR QUOTATION
For
Process Service

RENSSELAER COUNTY DEPARTMENT OF SOCIAL SERVICES REQUESTS QUOTATIONS FROM EXPERIENCED PROCESS SERVICE FIRMS TO SERVE LEGAL PAPERS, PROCESS ORDERS AND RELATED DOCUMENTS, PURSUANT TO RELEVANT NEW YORK STATE CIVIL PROCEDURE LAW AND RULES PROVISIONS, ON AN AS NEEDED BASIS.

PROPOSALS WILL BE RECEIVED AT THE DEPARTMENT OF SOCIAL SERVICES, ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NEW YORK 12180 OR EMAILED TO MISTY.LABRAKE@DFA.STATE.NY.US, UNTIL 2 P.M., THURSDAY, OCTOBER 1, 2026.

MISTY L. LABRAKE, COORDINATOR OF BUILDING OPERATIONS
DEPARTMENT OF SOCIAL SERVICES
127 BLOOMINGROVE DRIVE
TROY, NEW YORK 12180
Misty.LaBrake@dfa.state.ny.us

DATED: 09/10/26

INTRODUCTION

Rensselaer County Department of Social Services is seeking quotations from qualified Process Service Firms experienced in serving legal papers, process orders and related documents, pursuant to relevant New York State Civil Procedure Law and Rules provisions, on an as needed basis. Based on previous volume, we anticipate requiring between 400 to 650 services annually. The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.

SUBMISSION DEADLINE / INTERVIEWS

Quotations must be submitted to the Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180 or emailed to Misty.LaBrake@dfa.state.ny.us, until 2:00pm, Thursday, October 1, 2026.

SPECIFIC REQUIREMENTS

1. Daily pick-up of papers to be served will be required at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, NY 12180 between the hours of 11 a.m. – 1 p.m. *If Family Court is shut down due to any restrictions, pick up of papers would need to be moved to the Rensselaer County Dept. of Social Services, 1600 7th Avenue, Troy, NY 12180.*

2. Pick-up of papers for the Rensselaer County Attorney's Office on an as-needed basis upon request and shall be picked up the Rensselaer County Government Center, 99 Troy Road, East Greenbush, NY 12161. Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing. Requests made after 12 p.m. will be picked up on the following business day.

3. Affidavit of services shall be delivered back to the requesting unit one (1) to two (2) business days after service is completed, or at least seven (7) days prior to the scheduled court date for Non-Rush Service. Affidavits shall be submitted in duplicate.

4. Service of several different legal papers to one individual at the same time shall be deemed one (1) service.

FIRM QUALIFICATION

The firm must provide verification that they have at least three years' experience in process serving in New York State.

Final decision as to whether a consultant meets the above criteria will rest solely with Rensselaer County.

QUOTATION REQUIREMENTS

Elaborate or extensive quotations are not necessary. Rensselaer County desires interested consultants to submit two (2) copies of complete proposals which meet only the requirements outlined herein. The ability of a firm to submit quotations which are brief, yet meet all the requirements, will be considered in the selection process. Quotations must remain firm for ninety days and be signed by an authorized signatory.

Quotations shall contain the following:

- **One-page overview of the company, principal officers, years' experience with process serving, address, phone, main contact person.**
- **At least three (3) client references must be provided. Each reference should list the primary contact, title, and current phone number.**
- **Local Law #2, 1992 certification, must be signed and submitted with the proposal (see attached).**
- **Fee Schedule providing a rate for each service for each of the five years (see attached).**

CONTRACT AND INSURANCE REQUIREMENTS

The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.

Contractors may offer their form of agreement; however, any form agreement must meet with the approval of the Rensselaer County Attorney. Insurance coverage shall be maintained to the satisfaction of the Rensselaer County Attorney for the duration of the contract period(s).

EVALUATION AND SELECTION

Following submission, a study period will be observed during which reference checks and interviews may be conducted and additional information requested where it is deemed necessary.

Selection of the firm will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.

Rensselaer County reserves the right to continue the selection process or not contract for services should it appear to be in the best interest of the County.

LOCAL LAW #2, 1992

CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts, and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, stepchild, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ____/___/_____
Signature Date

DATED: 09/10/26

SCHEDULE A

PROCESS SERVICE FOR LEGAL PAPERS
COUNTY OF RENSSELAER

PRICE FORM

Flat Rate Charges Only- 3 Attempts

Item No.	Service	Price 1/1/27 - 12/31/27	Price 1/1/28 - 12/31/28	Price 1/1/29 - 12/31/29	Price 1/1/30 - 12/31/30	Price 1/1/31 - 12/31/31
1	Service in the City of Troy	$	$	$	$	$
2	Service in Rensselaer County (Outside City Limits)	$	$	$	$	$
3	Service in Adjoining Counties	$	$	$	$	$
4	Service in Non-Adjoining Counties (in New York State)	$	$	$	$	$
5	Service Out of State	$	$	$	$	$
6a.	Rush Service Surcharge- City of Troy	$	$	$	$	$
6b.	Rush Service Surcharge- Rensselaer County (Outside City Limits)	$	$	$	$	$
6c.	Rush Service Surcharge- Adjoining Counties	$	$	$	$	$
6d.	Rush Service Surcharge- Non-Adjoining Counties (in NYS)	$	$	$	$	$
6e.	Rush Service Surcharge- Out of State	$	$	$	$	$

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ **FAX:** _____

FED TAX ID #: _____ **E-MAIL:** _____

DATED: 09/10/26

List of Companies for the 2027 Process Service RFQ

Alliance Risk Group, Inc. — Responded
23 Executive Park Drive
Clifton Park, NY 12065
Attn: Scott Moore
Phone: 518-514-2944
Fax: 518-514-2947
Email: smoore@allianceriskgroup.com

Alexander Poole, Inc. — Did Not Respond
P.O. Box 69
Albany, NY 12201
Attn: Tom Warner
Phone: 518-436-0895
Fax: 518-436-7366
Email: info@alexanderpoole.com

Teitel Service Bureau, Inc. — Did Not Respond
P.O. Box 3150
Albany, NY 12203
Phone: 518-438-7956
Fax: 518-438-0502
Email: jteitel@lawyerservicebureau.com

ALLIANCE®

RISK GROUP INC.

PROCESS SERVICE
RFQ RESPONSE

Rensselaer County Department of Social Services

Initial Term: January 1, 2027 through December 31, 2027
Four Optional One-Year Renewals

Alliance Risk Group, Inc.

56 Clifton Country Road, Suite 203
Clifton Park, NY 12065
Phone: (518) 280-0295

Primary Contact: Scott Moore, Chief Operating Officer
smoore@allianceriskgroup.com

Submission Deadline: October 1, 2026 at 2:00 p.m.

Submitted to: Misty L. LaBrake, Coordinator of Building Operations
Rensselaer County Department of Social Services

Company Overview

Alliance Risk Group, Inc. is a New York-based investigative and legal support services firm providing professional process service, investigations, skip tracing, surveillance, litigation support, and risk mitigation services throughout New York State and nationwide. Founded in January 2005 by Mario S. Pecoraro, Alliance brings more than twenty years of company experience supporting governmental agencies, municipalities, law firms, insurance carriers, third-party administrators, corporate legal departments, and other organizations requiring professional legal support services.

Company	Alliance Risk Group, Inc.
Principal Officers	Mario S. Pecoraro, Founder & CEO Scott Moore, Chief Operating Officer
Address	56 Clifton Country Road, Suite 203, Clifton Park, NY 12065
Phone	(518) 514-2944
Main Contact	Scott Moore, Chief Operating Officer | smoore@allianceriskgroup.com

Experience Qualification. Alliance Risk Group has continuously provided investigative and legal support solutions since 2005 and exceeds the County's minimum requirement of three years of process-serving experience in New York State. Alliance coordinates process service assignments throughout the United States while maintaining particularly strong operational capabilities throughout New York State.

Process Service Capabilities

• Routine process service	• Rush and same-day service	• Difficult and evasive party service
• Skip tracing and locate investigations	• Affidavit preparation and management	• Litigation support services
• Statewide and nationwide coverage	• Centralized case management	• Status reporting and assignment tracking

Operational Approach. Alliance's investigative background provides added resources for difficult serves, outdated addresses, evasive parties, and assignments requiring additional research. Documented workflows support consistency, transparency, quality control, responsive communication, and accountability throughout the assignment lifecycle. Alliance's core values are Integrity First, Positive Attitude, Successfully Engaged, and Customer Focused.

Capacity and RFQ Compliance. Alliance understands the County anticipates approximately 400 to 650 services annually and is prepared to support the required volume, daily document retrieval, expedited requests, affidavit management, and service throughout New York State and beyond.

Operational Compliance

Alliance Risk Group understands and accepts the operational requirements stated in the RFQ, including the following:

- Daily pick-up of papers at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, New York, between 11:00 a.m. and 1:00 p.m., with alternate pick-up at the Department of Social Services location identified by the County if Family Court is closed.
- Pick-up from the Rensselaer County Attorney's Office at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York, on an as-needed basis, including same-day pick-up for requests received before noon and next-business-day pick-up for requests received after noon.
- Return of affidavits of service within one to two business days after completed service, or at least seven days before the scheduled court date for non-rush service.
- Submission of affidavits in duplicate.
- Treatment of multiple legal papers served simultaneously on one individual as one service.
- Routine, rush, same-day, difficult, statewide, and out-of-state service assignments.
- Maintenance of responsive status communication, centralized assignment tracking, and quality review.

Service Commitment

Alliance will perform assignments professionally and in accordance with applicable New York State Civil Practice Law and Rules provisions, County instructions, contractual requirements, and documented internal procedures. Alliance will promptly communicate material service issues, address changes, unsuccessful attempts, and completed service status.

Client References

Complete the three reference blocks below with current contacts before submission. The RFQ requires the primary contact, title, and current phone number for each reference.

Reference 1	Current Government / DSS Reference
Contact	Jamie Clark
Title	N/A
Organization	St. Lawrence County Department of Social Services
Phone	315-379-2269

Reference 2	Current Municipal / Government Reference
Contact	Andrea Floyd
Title	Office Assistant
Organization	CT Department of Children and Families
Phone	860-418-8249

Reference 3	Current Law Firm / Government Client Reference
Contact	Robert Carpenter
Title	Esq.
Organization	City of Syracuse, Office of Corporation Counsel
Phone	315-448-8400

Schedule A: Process Service for Legal Papers

COUNTY OF RENSSELAER | FLAT RATE CHARGES | THREE ATTEMPTS

Item No.	Service	Price 1/1/27 - 12/31/27	Price 1/1/28 - 12/31/28	Price 1/1/29 - 12/31/29	Price 1/1/30 - 12/31/30	Price 1/1/31 - 12/31/31
1	Service in the City of Troy	$65	$65	$70	$70	$75
2	Service in Rensselaer County (Outside City Limits)	$70	$70	$75	$75	$75
3	Service in Adjoining Counties	$75	$75	$80	$80	$85
4	Service in Non-Adjoining Counties (in New York State)	$95	$95	$100	$100	$105
5	Service Out of State	$130	$130	$135	$135	$140
6a	Rush Service Surcharge- City of Troy	$30	$30	$35	$35	$40
6b	Rush Service Surcharge- Rensselaer County (Outside City Limits)	$30	$30	$35	$35	$40
6c	Rush Service Surcharge- Adjoining Counties	$30	$30	$35	$35	$40
6d	Rush Service Surcharge- Non-Adjoining Counties (in NYS)	$45	$45	$50	$50	$55
6e	Rush Service Surcharge- Out of State	$60	$60	$65	$65	$70

Pricing Confirmation. The above rates are submitted for the initial 2027 contract term and the four optional one-year renewal periods. Quoted pricing will remain firm for ninety days following submission, as required by the RFQ.

Same Day Service Requests shall incur a $75 surcharge in addition to the Rush Service Fees listed above.

Authorized Signature

The undersigned is authorized to submit this quotation on behalf of Alliance Risk Group, Inc. and certifies that the information provided is accurate to the best of the undersigned's knowledge.

Company: Alliance Risk Group, Inc.

Authorized Representative: Scott Moore, Chief Operating Officer

Signature:

Date: 9/30/2026

Submission Information

Deadline	Thursday, October 1, 2026 at 2:00 p.m.
Email	Misty.LaBrake@dfa.state.ny.us
Mail / Delivery	Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180
Attention	Misty L. LaBrake, Coordinator of Building Operations

This response is intentionally concise in accordance with the RFQ instruction that elaborate or extensive quotations are not necessary.

LOCAL LAW #2, 1992

CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts, and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, stepchild, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

ALLIANCE RISK GROUP INC.
(Name of Vendor/Company)

SCOTT MOORE, COO
(Person authorized to sign & Title)

56 CLIFTON COUNTRY ROAD STE 203
(Street or Box Number)

CLIFTON PARK, NY 12065
(City, State, Zip Code)

Signature 9/30/2026
Date

Rensselaer County
And
Alliance Risk Group Inc.

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County, on behalf of the Department of Social Services, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Alliance Risk Group Inc. located at 23 Executive Park Drive, Clifton Park, New York 12065 hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of serving individuals with court documents; and

WHEREAS, the County seeks to serve individuals with court documents for various court cases; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

- Vendor agrees to pick up papers on a daily basis from the following locations, and serve them in accordance with the following, and attached **Schedule A.**

  - An Affidavit of service shall be delivered back to the requesting unit one to two business days after service is completed, or at least seven days prior to the scheduled court date for Non-Rush Service.

  - Affidavit(s) of service shall be submitted in duplicate.

  - Service of several different legal papers to one individual at the same time shall be deemed one service.

Department	Location-Address	Pickup Time(s)
Rensselaer County Family Court	1504 5th Avenue, Troy, NY 12180	Between the hours 11:00 am and 1:00 pm *If Family Court is closed pick up of papers would need to be **moved** to the Rensselaer County Department of Social Services, 1600 7th Ave Troy, NY 12180.*
Rensselaer County Department of Social Services [Troy]	1600 7th Avenue, Troy, NY 12180.	AS NEEDED
Rensselaer County Department of Social Services [North Greenbush]	127 Bloomingrove Drive, Troy, NY 12180	*AS NEEDED*
Rensselaer County Attorney's Office	99 Troy Road, East Greenbush, NY 12180	*On an as-needed basis upon request.*

		Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing. Requests made after 12 p.m. will be picked up the following business day.

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2027. The Contract may be renewed for four one-year contracts in the amounts set forth in paragraph 3 below and Schedule A attached.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor the amount per year set forth below and in Schedule A attached.

Term	Amount
01-01-2027 to 12-31-2027	$ 27,000.00
01-01-2028 to 12-31-2028	$ 27,000.00
01-01-2029 to 12-31-2029	$ 29,500.00
01-01-2030 to 12-31-2030	$ 29,500.00
01-01-2031 to 12-31-2031	$ 32,000.00
Total amount paid not to exceed	**$145,000.00**

The total amount paid to Vendor shall not exceed $145,000.00 Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the

County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan

or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of-this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than $10,000 and not more than $100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff has been awarded grant funding from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination ("GIVE") Initiative in the amount of $20,000.00 for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, The grant award will provide funding for the purpose of reimbursement of overtime to support initiatives and strategies in the enforcement and investigative component of Gun Involved Violence Elimination (GIVE) program; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Sheriff's Operation Impact A.3110.33152	$52,025.00	$20,000.00	$72,025.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Sheriff			
01007 A.3110.01007 Overtime (5410)	$481,355.00	$20,000.00	$501,355.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X__ P Resolution:_____

Title of Legislation: Acceptance of NYS Division of Criminal Justice Services Grant

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 20,000.00 current year
   $0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Division of Criminal Justice Services Grant

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 20,000.00 and length of time state funding is available through 6/30/2027. Is it available for ongoing expenses? Yes _____ or No __X__

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 0.00 and ongoing $ 0.00

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No __X__

4) Length of expense or project (one time only, ongoing, etc.): one-time

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by grant revenue.

Department Head

Kyle Bourgault

Walraed, Justin

From: MacNary, Melissa (DCJS) <Melissa.MacNary@dcjs.ny.gov>
Sent: Wednesday, June 17, 2026 1:46 PM
To: Walraed, Justin; Bourgault, Kyle
Subject: GV26-1064-D00
Attachments: Blank SH cert.pdf

Warning: Unusual sender <melissa.macnary@dcjs.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning,

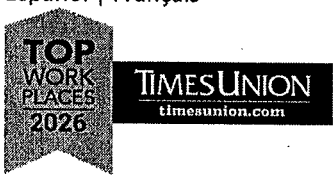
Congratulations on your GIVE 2026 grant award: GV26-1064-D00, Rensselaer County Sheriff's Office. Within the next two weeks, please log into GMS and review the budget, participants tab, and workplan. If everything looks correct, please submit the contract for approvals in GMS. Also, as your contract is below $25,000, you will need to complete, E-sign, and email me back the attached sexual harassment certification. Please email this back to me when you have a chance. Let me know if you have any questions!

I would like to introduce myself; I have recently started with the unit and will be your new rep for the GIVE grant. I look forward to working with you all.

Best,
Melissa MacNary
(She, Her, Hers)
Public Safety Grants Representative 1
Office of Program Development and Funding

Division of Criminal Justice Services
80 South Swan St., Albany, NY 12210
w: (518) 485-7821 c: (518) 852-6680| Melissa.MacNary@dcjs.ny.gov

Facebook | Instagram | LinkedIn | X
Español | Français



STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T485481 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR:(Name & Address) Rensselaer County 1600 7th Avenue Troy NY 12180	TYPE OF PROGRAMS: GIVE Initiative DCJS NUMBERS: GV26485481 CFDA NUMBERS:
INITIAL CONTRACT PERIOD: FROM 07/01/2026 TO 06/30/2027 FUNDING AMOUNT FROM INITIAL PERIOD: $20,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 146002569 MUNICIPALITY NO: (if applicable) 380100000000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): x NYSCFG New York State Contract for Grants x APPENDIX A Standard Clauses for New York State Contracts x ATTACHMENT A-1 Agency Specific Terms and Conditions x ATTACHMENT A-2 Program Specific Terms and Conditions __ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws x ATTACHMENT B Budget x ATTACHMENT C Payment and Reporting Schedule x ATTACHMENT D Work Plan __ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: Cillian Flavin , Date: 10/01/2026

Office of Program Development and Funding:

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Hon. Steven F McLaughlin County Executive Date: 10/01/2026

ATTORNEY GENERAL'S SIGNATURE _____. Title: _____. Date: _____.	APPROVED, Thomas P. DiNapoli, State Comptroller _____. Title: _____. Date: _____.

Project No.	Grantee Name	
GV26-1064-D00	Rensselaer County	10/01/2026

ATTACHMENT B - Budget Summary by Participant

Rensselaer CountyRensselaer County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Hot Spot Policing	1	$20,000.00	$20,000.00	$20,000.00	$0.00
			Total	$20,000.00	$20,000.00	$0.00

Rensselaer County Sheriffs Office Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Project

Project #: GV26-1064-D00 GIVE Initiative
Participant: Rensselaer County

Project Status: Pending State Approval

Home
Search
Open

Go to
Attachment
Progress
Site Review
Equipment

Reports
Application
Deficiency
Draft Contract
Final Contract

Help
Logout

Login ID:
jwaltaed

Version 5.1.17

General | Participants | Budget | Work Plan | Questions | Conditions | Acceptance | Contract Checklist

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budg the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

Participant	Grant Funds		Matching Funds		Total
Rensselaer County		$0.00		$0.00	
Rensselaer County Sheriffs Office		$20,000.00		$0.00	$20
Total	100.00%	$20,000.00	0.00%	$0.00	$20

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant
Rensselaer County

Rensselaer County Sheriffs Office

Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Hot Spot Policing	1	$20,000.00	$20,000.00	$20,000.00	$0.00	no
	Total			$20,000.00	$20,000.00	$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/26

RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR THE RENSSELAER COUNTY CORRECTIONAL FACILITY INMATE MANAGEMENT SYSTEM – OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff is seeking Legislative authorization to enter into a service contract to cover continued operation of the current inmate jail management system (Sally-Port) with the sole source provider, Black Creek Integrated System Corporation; and

WHEREAS, The Sheriff's Office has budgeted the necessary funds in their 2024 maintenance appropriation code A.3150.04420 for the purpose of said contract; and

WHEREAS, The current inmate management system contains thirty (30) user licensing workstation agreements and is accessible to approximately one hundred seventy (170) staff members; and

WHEREAS, The system equipment and software provide vital interfacing with VINE (Victim Information Notification Everyday), Commnetix (Digital Fingerprinting), Watch Tour Plug-In and security touch screen integration; and

WHEREAS, The system also establishes and maintains a database utilized to produce mandated reports such as the New York State Commission of Corrections' Daily Population Report, the Sheriff's Annual Report as well as revenue generating reports such as Parole Reimbursement Reports, State Ready Reports, Social Security Reports and Alien Assistance Reports; and

WHEREAS, The service contract is necessary to ensure continued technical support, software updates, training and user input into future assessment and needs of next generation software packages; and

WHEREAS, This contract is being procured in accordance with Purchasing Guidelines adopted by the County of Rensselaer; and

WHEREAS, The start and end dates of such contract, the source of funding for the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations and name and address of the contracting party are as follows:

DESCRIPTION	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT**
Inmate Jail Management System Service Contract (January 1, 2027 – March 31, 2028)	Black Creek Integrated Systems Corporation 2900 Crestwood Boulevard PO Box 10747 Irondale, AL 35210	A.3150.04420	$144,672.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described contract, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law:_____ G Resolution:__X__ P Resolution:_____

Title of Legislation: Service Contract - Black Creek Jail Inmate Management System

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 144,672.00 current year
$115,738.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____

   a) For federal funding: amount $_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ 144,672.00 and ongoing $ 115,738.00

   e) Other (please explain) $_____

3) Is this expense or program mandated? Yes _____ No __X__

4) Length of expense or project (one time only, ongoing, etc.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Service Contract is necessary to ensure continued technical support, software updates, training and user input into future assessment and needs of next generation packages.

Department Head

Kyle Bourgault

Cover letter

Black Creek is pleased to provide the attached consolidated quote for your upcoming annual support period, currently scheduled to begin January 1, 2027. Payment for this support plan is due on or before that date. Please note that Black Creek is transitioning to issuing a single support quote per customer that covers all systems/products installed; you will no longer receive, for example, one quote for ***SallyPort*** JMS, a separate quote for integrated controls, etc. - one quote will include all. However, should you need separate quotes for your internal processes, please let us know and we will be happy to accommodate you.

For our New York customers, we understand that your fiscal year runs from January through December, and that budgeted funds are not available until after January 1. Due to internal purchasing processes, payment is often issued in February or March, resulting in accounts appearing past due. While Black Creek continues to provide uninterrupted service during this time, delayed payments increase administrative effort and cost for both parties.

To better align with your budget cycle, Black Creek is transitioning your support term from a January–December schedule to an April–March schedule. This adjustment provides a three-month window after the start of your fiscal year to process invoices and remit payment prior to the next service period.

To facilitate this transition, the attached quote covers a 15-month term from January 1, 2027, through March 31, 2028. Beginning April 1, 2028, support terms will return to a standard 12-month cycle.

If you have any questions, please contact Donna Hogan (dhogan@blackcreekisc.com) or James Chatham (jchatham@blackcreekisc.com).

BLACK CREEK
INTEGRATED SYSTEMS CORP.

Quote

Quote ref.	20260630-194447650
Issue date	Jun 30, 2026
Expires	Dec 31, 2026

From:

Black Creek Integrated Systems Corp.
PO Box 101747, 2900 Crestwood Blvd - Physical
Irondale, AL 35210
United States

Contact
Donna Hogan (dhogan@blackcreekisc.com)

To:

Rensselaer County, NY Sheriff's Office
SO & Jail: 4000 Main St.
Troy, NY 12180
USA

Contacts
Dan Carroll (dcarroll@renscony.gov)
Eric Morin (emorin@renscony.gov)

Line items

Name	Quantity	Unit price	Net price	Support Term (Months)
SallyPort Annual Support Plan Standard SallyPort Annual Support Plan Support Term Start Date: Jan 1, 2027	1	$63,745.00	$63,745.00	12
SallyPort Annual Support Plan Standard SallyPort Annual Support Plan Support Term Start Date: Jan 1, 2028	1	$15,936.00	$15,936.00	3
Watch Tour Manager Annual Support Plan Standard WTM Annual Support Plan Support Term Start Date: Jan 1, 2027	1	$22,745.00	$22,745.00	12
Watch Tour Manager Annual Support Plan Standard WTM Annual Support Plan Support Term Start Date: Jan 1, 2028	1	$5,686.00	$5,686.00	3
ICS Level 1 Tier A with VMS Support (Bosch) Level 1 Tier A annual support plan for integrated control systems; includes VMS support for Bosch CCTV. Support Term Start Date: Jan 1, 2027	1	$28,248.00	$28,248.00	12
ICS Level 1 Tier A with VMS Support (Bosch) Level 1 Tier A annual support plan for integrated control systems; includes VMS support for Bosch CCTV. Support Term Start Date: Jan 1, 2028	1	$7,062.00	$7,062.00	3
Managed VPN Solution Yearly fee includes all Hardware (including future replacements for EOL or warranty replacements), shipping, Implementation Labor, & Ongoing security updates. Support Term Start Date: Jan 1, 2027	1	$1,000.00	$1,000.00	12
Managed VPN Solution Yearly fee includes all Hardware (including future replacements for EOL or warranty replacements), shipping, Implementation Labor, & Ongoing security updates.	1	$250.00	$250.00	3

Name	Quantity	Unit price	Net price	Support Term (Months)
Support Term Start Date: Jan 1, 2028				

Subtotal	**$144,672.00**
Total contract value	**$144,672.00**

Attachment(s)

Please see attachment for inventory of licenses/interfaces/optional modules relative to SallyPort, Citadel, Watch Tour, Sentry Suite, and ACTS, as applicable.

Service Plan descriptions (Levels 1-4; Tiers A, B, C) and current Extended Services Rates sheet are available on request.

2027_Rensselaer_Co_Consolidated_Inventory

Terms & Conditions

All Support Plans are quoted as a single annual payment; monthly and quarterly payment plans are available upon request.

Default Annual Support Period is for 12 months, coinciding with Calendar Year January 1 - December 31, unless otherwise indicated. Support Term Start Date shall dictate 12-month term.

Acknowledgement

By acknowledging this support quotation, the Customer affirms that the software licenses, modules, and interfaces listed are correct and complete, that the Support Level quoted is that requested, and that no changes, additions, or deletions are requested.

Questions and/or changes, if required, should be directed via email to: sales@blackcreekisc.com and/or support@blackcreekisc.com.

Accept quote

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements **Committee** **Date** November 10, 2026

Resolution No. G/31

RESOLUTION AUTHORIZING EXTENSION OF AN AGREEMENT WITH NTS DATA SERVICES, LLC –BOARD OF ELECTIONS

WHEREAS, NTS Data Services, LLC of 2079 Sawyer Dr., Niagara Falls, New York 14304 is the current contractor that provides support and maintenance services for the interface between the Rensselaer County Board of Elections NTS Team System and the New York State database system for N.Y.S. Voter II; and

WHEREAS, The contract period shall be five (5) years, starting January 1, 2027 and run until December 31, 2031; and

WHEREAS, The contract is currently budgeted and paid for through Budget Code A. 1450.04420. Increases described in the NTS agreement will be budgeted for annually, starting with the 2027 budget through the contract period stated above; and

WHEREAS, NTS Data Services, LLC is the sole supplier of both Rensselaer County Board of Elections and New York States voter databases; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to enter into this five (5) year agreement at a total cost not to exceed $290,145.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
November 10, 226

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

Software License Agreement

This Software License Agreement (this "**Agreement**"), effective as of 01/01/2027 (the "**Effective Date**"), is by and between NTS DATA SERVICES, LLC, with offices located at 2079 SAWYER DRIVE, NIAGARA FALLS, NY 14304 ("**NTS**"), and RENSSELAER COUNTY BOARD OF ELECTIONS, with offices located at 1600 SEVENTH AVE, TROY, NY 12180 ("**BOARD**"). NTS and BOARD may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, BOARD desires to utilize NTS software and other NTS election-related services to facilitate BOARD's operations;

WHEREAS, NTS desires to license the Software described in **Exhibit A** attached hereto to BOARD; and

WHEREAS, BOARD desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Definitions.

a) "**Authorized User**" means an employee or contractor of BOARD who BOARD permits to access and use the Software and Documentation pursuant to BOARD's license hereunder.
b) "**Documentation**" means NTS Data Services, LLC's [user manuals, handbooks, and installation guides relating to the Software provided by NTS Data Services, LLC to BOARD either electronically or in hard copy form/end-user documentation relating to the Software.
c) "**Software**" means the product(s) described in **Exhibit A** in object and source code format, including any Updates provided to BOARD by NTS pursuant to this Agreement.
d) "**Third-Party Products**" means any third-party products described in **Exhibit A** provided with or incorporated into the Software, including any open-source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open-Source Initiative.
e) "**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that NTS generally makes available to all County Boards of Elections with whom NTS has a current and active Agreement.

2) License.

a) Subject to and conditioned on BOARD's payment of Fees and compliance with the terms and conditions of this Agreement, NTS hereby grants BOARD a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for BOARD's internal business purposes.
b) Subject to and conditioned on BOARD's payment of Fees and compliance with the terms and conditions of this Agreement, NTS will provide (at no cost in addition to the Fee) the remote training (but not on-site training) and support services described in **Exhibit A.**
c) BOARD may use and make a reasonable number of copies of the Documentation solely for BOARD's internal business purposes in connection with BOARD's use of the Software. The total number of Authorized Users will not exceed the number of BOE dedicated employees, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. BOARD may make one copy of the Software solely for backup and disaster recovery purposes. Any such copy of the Software remains NTS's exclusive property.

3) Use Restrictions. BOARD shall not use the Software or Documentation for any purposes beyond the scope of the

license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, BOARD shall not at any time, directly or indirectly;

a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part;
b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation;
c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
d) remove any proprietary notices from the Software or the Documentation;
e) utilize the proprietary file structures developed by NTS and necessary for the operation of the Software; and/or;
f) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4) **Reservation of Rights.** NTS reserves all rights not expressly granted to BOARD in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to BOARD or any third party any intellectual property rights or other right, title, or interest in or to the Software.

5) **Delivery.** NTS shall deliver to BOARD the Software electronically, on tangible media, or by other means at NTS's sole discretion.

6) **BOARD Responsibilities.**

a) General. BOARD is responsible and liable for all uses of the Software and Documentation resulting from access provided by BOARD, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, BOARD is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by BOARD will be deemed a breach of this Agreement by BOARD. BOARD shall make reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
b) Third-Party Products. NTS may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions referred to in **Exhibit A**. If BOARD does not agree to abide by the applicable terms for such Third-Party Products, then BOARD should not install, allow to be installed, or use such Third-Party Products.
c) Open-Source Products. The Software also contains certain open-source software identified on **Exhibit A**. BOARD understands and acknowledges that such open-source software is not licensed to BOARD pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license.

7) **BOARD Preparation and Maintenance.** BOARD agrees to provide and install all NTS recommended (a) hardware (desktops, servers, etc.) including maintenance and (b) the prescribed licensed operating system software as specified by NTS to support the operation of all BOARD workstations and servers associated with the operation of the Software. In addition, BOARD agrees to provide, install, and maintain, all licensed support and diagnostic software specified by NTS and the State Board of Elections.

BOARD is solely responsible for the timely execution of the following:

a) Hardware installation and maintenance
b) Operating system maintenance, patches, and upgrades on server(s) and workstations
c) Secure backup of all data housed on the server(s) in compliance with part 6220 of NYS Election Law
d) SQL upgrades and patches on the database server
e) Regularly scheduled database maintenance tasks such as shrinking logs and reindexing
f) Maintaining all server and workstation-based security, including antivirus and firewalls
g) Networking between the server(s) and workstations

Before purchasing initial hardware, operating system, support and diagnostic software, and continuing for the Term, NTS shall review and approve all purchases related to the initial and subsequent implementation of the Software. If the NTS hardware and software recommendations are deviated from and problems develop, the time and expenses incurred by NTS to resolve the problems shall be billable to BOARD at the NTS prevailing hourly rate plus the travel and/or materials charges incurred by NTS. The current NTS hourly rate is $195.00 per hour.

BOARD shall provide means for authorized remote access into BOARD system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software installation and testing. BOARD shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the Term, remote access and security rights shall be provided to NTS to facilitate the installation of application software updates and support for BOARD.

8) <u>Conversion of Data (If applicable).</u>

The Parties acknowledge and agree that, in order to support the comprehensive functioning of the Software, it is necessary that certain voter registration data and images contained in BOARD's current Voter Registration system (including, without limitation, voter registration records, and absentee information) (the "**Data**") be converted and transitioned by NTS to the Software (the "**Conversion**"). In connection with the Conversion, BOARD shall supply the Data to NTS in a non-proprietary format.

NTS shall use commercially reasonable efforts to effectuate the Conversion. Notwithstanding the foregoing, NTS PERFORMS THE CONVERSION "**AS IS**" AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NTS SPECIFICALLY DISCLAIMS ALL INDIRECT AND/OR IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, NTS DOES NOT WARRANT AN ERROR-FREE CONVERSION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NTS WILL CREATE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONVERSION.

9) <u>Confidential Information</u>. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

Confidential Information does not include information that, at the time of disclosure, is:

a) In the public domain;
b) known to the receiving Party at the time of disclosure;
c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
d) independently developed by the receiving Party.

The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required.

On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information

or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10) Fees and Payment.

Fees. BOARD shall pay NTS the fees ("**Fees**") set forth in **Exhibit A** without offset or deduction. BOARD shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If BOARD fails to make any payment when due, in addition to all other remedies that may be available:

a) NTS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly;
b) BOARD shall reimburse NTS for all reasonable costs incurred by NTS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
c) if such failure continues for 30 days following written notice thereof, NTS may until all past due amounts; and interest thereon have been paid, without incurring any obligation or liability to BOARD or any other person by reason of such prohibition of access to the Software.

11) Intellectual Property Ownership

a) BOARD acknowledges that NTS owns all rights, title, and interest, including all intellectual property rights, in and to the Software and Documentation and that, with respect to Third-Party Products, the applicable third-party owns all rights, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

b) If BOARD or any of its employees or contractors sends or transmits any communications or materials to NTS by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), NTS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. BOARD hereby assigns to NTS on BOARD's behalf, and on behalf of its employees, contractors, and/or agents, all rights, title, and interest in, and NTS is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although NTS is not required to use any Feedback.

12) Limited Warranties and Warranty Disclaimer.

NTS warrants that:

a) The Software will perform materially as described in the specifications available in the most up-to-date Documentation for the Term; and
b) At the time of delivery, the Software does not contain any virus or other malicious code that would make it inoperable or incapable of being used in accordance with the Documentation.

THE FOREGOING WARRANTIES DO NOT APPLY TO, AND NTS STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY PRODUCTS.

a) The warranties set forth in Section 12(a) do not apply and become null and void if BOARD breaches any provision of this Agreement, or if BOARD, any Authorized User, or any other person provided access to the Software by BOARD, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by NTS in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by NTS in writing.
b) If, during the period specified in Section 12(a), any Software fails to comply with the warranty in Section 12(a), and such failure is not excluded from warranty pursuant to Section 12(b), NTS shall, subject to

BOARD's promptly notifying NTS in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that BOARD provides NTS with all information NTS requests to resolve the reported failure, including sufficient information to enable the NTS to recreate such failure; or (ii) refund the Fees paid for such Software, subject to BOARD's ceasing all use of and, if requested by NTS, returning to NTS all copies of the Software. If NTS repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from BOARD's receipt of the repair or replacement. The remedies set forth in this Section 12(b) are BOARD's sole remedies and NTS's sole liability with respect to a breach of the limited warranty set forth in Section 12(a).

c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND NTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NTS MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET BOARD'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

13) <u>Indemnification</u>.

a) <u>NTS Indemnification</u>.

NTS shall indemnify, defend, and hold harmless BOARD from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by BOARD resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that BOARD promptly notifies NTS in writing of the claim, cooperates with NTS, and allows NTS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, BOARD agrees to permit NTS, at NTS's sole discretion, to:

a) Modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing; or

b) Obtain the right for BOARD to continue use. If NTS determines that none of these alternatives is reasonably available, NTS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to BOARD.

This Section 13 (a) will not apply to the extent that the alleged infringement arises from:

1. Use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
2. modifications to the Software not made by NTS;
3. use of any version other than the most current version of the Software or Documentation delivered to BOARD; or
4. Third-Party Products.

b) <u>BOARD Indemnification</u>. BOARD shall indemnify, hold harmless, and, at NTS's option, defend NTS from and against any Losses resulting from any Third-Party Claim based on BOARD's or any Authorized User's:

a) negligence or willful misconduct;
b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement;
c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
d) modifications to the Software not made by NTS;
e) use of any version other than the most current version of the Software or Documentation delivered to BOARD provided that BOARD may not settle any Third-Party Claim against NTS unless such settlement completely and forever releases NTS from all liability with respect to such Third-Party Claim or unless NTS

consents to such settlement, and further provided that NTS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

14) Limitation of Liability. IN NO EVENT WILL NTS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY:

a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;
b) LOSS OF GOODWILL OR REPUTATION;
c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY;
d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE, REGARDLESS OF WHETHER NTS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL NTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE EXCEED THE FEE FOR ONE CALENDAR YEAR PAID BY BOARD TO NTS.

15) Term and Termination.

a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until 12/31/2031 (the "**Term**").
b) Termination. In addition to any other express termination right set forth in this Agreement:
   a) NTS may terminate this Agreement, effective on written notice to BOARD, if BOARD;
      1. fails to pay any amount when due hereunder, and such failure continues more than 60 days after NTS's delivery of written notice thereof; or
      2. breaches any of its obligations under Section 2(b) or Section 9;
   b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach:
      1. Is incapable of cure; or
      2. being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
   c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party:
      1. Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
      2. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      3. makes or seeks to make a general assignment for the benefit of its creditors; or
      4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business
c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting BOARD's obligations under Section 9, BOARD shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the NTS that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect BOARD's obligation to pay all Fees that may have become due before such expiration or termination or entitle BOARD to any refund.
d) Survival. This Section 16(d) and Sections 1, 9, 10, 11, 12(c), 13, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

16) Miscellaneous

a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs:

1. first, this Agreement, excluding its Exhibits;
2. second, the Exhibits to this Agreement as of the Effective Date; and
3. third, any other documents incorporated herein by reference

b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only:

1. upon receipt by the receiving Party, and
2. if the Party giving the Notice has complied with the requirements of this Section

c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, except for any obligations to make payments, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving except as otherwise set forth in this Agreement. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Niagara Falls and County of Niagara. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. BOARD shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of BOARD, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the

event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NTS DATA SERVICES, LLC	RENSSELAER COUNTY BOARD OF ELECTIONS
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
	By:_____
	Name: _____
	Title: _____

EXHIBIT A

Software and Services

Rensselaer County Board of Elections

1. NTS SOFTWARE

Upon execution of this Agreement and receipt of the initial annual payment, NTS will install and grant a one-year license to operate APEX/NYSVoter Interface, and PACETS ("Software") at BOARD. For each succeeding year of a multi-year term agreement, a subsequent one-year license will be granted upon receipt by NTS of the respective annual payment.

2. TRAINING AND SUPPORT

NTS shall provide on-site or remote training to assist BOARD's staff with any issues arising in BOARD's utilization of the Software. Any and all remote training shall be provided by NTS to BOARD at no cost in addition to the Fee. Any and all on-site training shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS Hotline Support shall be provided between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. NTS Hotline Support shall include general Software application questions/issues, election operation issues, and any other areas relating to NTS support of BOARD. Hotline support shall not exceed six (6) hours in any one month. Hotline support over and above the monthly maximum shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS shall provide support on election day starting at 5:00 a.m. until 10:00 p.m. In addition, NTS support staff will be available on call as posted during the election cycle.

3. FEES

Pricing for ongoing license and support services for the APEX/NYSVoter Interface, and PACETS ("Software") is detailed below.

On January 15, 2027, the BOARD shall make a payment of $51,470.42 to NTS.
On January 15, 2028, the BOARD shall make a payment of $54,558.65 to NTS.
On January 15, 2029, the BOARD shall make a payment of $57,832.16 to NTS.
On January 15, 2030, the BOARD shall make a payment of $61,302.09 to NTS.
On January 15, 2031, the BOARD shall make a payment of $64,980.22 to NTS.