CONTRACTS COMMITTEE

TUESDAY, October 7, 2025

Index of Resolutions:		
COMMITTEE	**RESOLUTION**	**TITLE**
C/J/B/R	**G/1**	**RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/2**	**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/4**	**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/5**	**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF AND AMENDING THE 2025 RENSSELAER COUNTY** **ADOPTED BUDGET - VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:**

		Moved: **Notes:**
C/PW/B/R	**G/8**	**RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/PW/B/R	**G/9**	**RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS — HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/PW/B/R	**G/10**	**RESOLUTION AUTHORIZING CONTRACTS FOR HIGHWAY EQUIPMENT RENTAL WITH OPERATOR – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/PW/B/R	**G/11**	**RESOLUTION AUTHORIZING CONTRACTS FOR HEAVY TRUCK PARTS AND REPAIR – HIGHWAY DEPARTMENT** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/PW/B/R	**G/12**	**RESOLUTION AUTHORIZING A CONTRACT FOR PATCHING AND PAINTING AT THE RENSSELAER COUNTY COURTHOUSE AND AMENDING THE 2025**

		RENSSELAER COUNTY ADOPTED BUDGET – BUILDINGS DEPARTMENT **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/P/B/R	**G/13**	**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STATE TRANSIT OPERATING ASSISTANCE PROGRAM AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/J/B/R	**G/16**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BOYS & GIRLS CLUBS OF THE CAPITAL AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME – DEPARTMENT OF PROBATION** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/20**	**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BACH HARRISON, LLC FOR PREVENTION NEEDS ASSESSMENT SURVEYS – DEPARTMENT OF MENTAL HEALTH** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/21**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS – DEPARTMENT OF MENTAL HEALTH**

		Motion Made By: **Seconded By:** **Moved:** **Notes:**
J/C/B/R	**G/22**	**RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/J/B/R	**G/24**	**RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR HIGHWAY PATROL VEHICLES – OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/25**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH SAMARITAN HOSPITAL AND THE EDDY FOUNDATION (ST. PETER'S HEALTH PARTNERS) FOR A CO-OCCURRING TRAINING PROJECT – DEPARTMENT OF MENTAL HEALTH** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
C/J/B/R	**G/26**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH ELEVATION TEN THOUSAND, LLC FOR VIDEO PRODUCTION AND MARKETING SERVICES – OFFICE OF THE RENSSELAER COUNTY SHERIFF** **Motion Made By:** **Seconded By:** **Moved:**

		Notes:
C/J/B/R	**G/27**	**RESOLUTION AUTHORIZING EXTENSION OF THE TERM PERIOD OF A GRANT AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES – PUBLIC DEFENDER AND CONFLICT DEFENDER** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/1

RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2025 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, Resolution G/474/22 authorized the acceptance of a Fiscal Year 2022 Domestic Terrorism Prevention (DTP) Grant (DTP.2022), NYS Contract Number C175038, in the amount of $172,413.00 from the New York State Division of Homeland Security and Emergency Services (DHSES), for the period of September 1, 2022 through August 31, 2024; and

WHEREAS, Resolutions G/497/24 and G/83/25 authorized a budget adjustment and contract extension through August 31, 2025, as approved by NYS DHSES, and incorporated the funding into the 2025 Rensselaer County Adopted Budget; and

WHEREAS, The Bureau has received authorization to again amend the budget in order to more effectively expend the grant funds and to extend the grant performance period to August 31, 2026; 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 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2025 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.01007.DTP.2022.01007 Personnel	$121,848	($8,235)	$113,613
A.3640.04420.DTP.2022.04420 Maintenance	$ 9,000	$ 8,235	$ 17,235
A.3640.04900.DTP.2022.04900 Professional Services	$ 25,000	$ 0.00	$ 25,000
TOTAL APPROPRIATIONS	**$155,848**	**$ 0.00**	**$155,848**

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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 AN EXTENSION OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 202

Requested by:BPS

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.):_____

   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:No cost - extension of existing grant and reallocation of budget to better expend state grant funds.

Department Head

E Heffern - Dep. Director

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** December 13, 2022

Resolution No. G/474/22

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2022 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 has been awarded a $172,413 Domestic Terrorism Prevention ("DTP") Grant from the New York State Division of Homeland Security and Emergency Services; and

WHEREAS, This Grant will provide funding to the Bureau of Public Safety to support the County's capability to prevent targeted violence and domestic terrorism through the utilization of threat assessment and management teams; and

WHEREAS, The grant is for a period of two years from September 1, 2022 through August 31, 2024; 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 2022 Rensselaer County Adopted Budget shall be and is hereby is amended as follows:

2022 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.33972.DTP.2022.33972	$0.00	$172,413	$172,413

2022 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04900.DTP.2022.04900 Professional Services	$0.00	$172,413	$172,413

; and, be it further

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above-referenced grant 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
December 13, 2022

Clerk of the Legislature

Sent to County Executive 12/14/22

Received from County Executive 12/15/22

Jessica R. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 12/14/22

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety **Committee** **Date** December 10, 2024

Resolution No. G/497/24

RESOLUTION AMENDING RESOLUTION G/163/24 AND AMENDING THE 2024 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, Resolution G/474/22 authorized the acceptance of an award from the New York State Division of Homeland Security & Emergency Services fiscal year 2022 Domestic Terrorism Prevention (DTP) Grant (DTP.2022) in the amount of $172,413.00 for the period of September 1, 2022 through August 31, 2024; and

WHEREAS, Resolution G/51/23 authorized the rolling over of remaining funds to the 2023 Rensselaer County Adopted Budget; and

WHEREAS, Resolution G/51/24 authorized the rolling over of remaining funds to the 2024 Rensselaer County Adopted Budget; and

WHEREAS, The Bureau of Public Safety ("Bureau") received authorization to extend this grant performance period from September 1st 2024 through August 31st 2025; and

WHEREAS, The Bureau also received approval to amend the budget to fund personnel costs associated with the Rensselaer County Threat Assessment Management Team program for various departments and positions within the County for the time spent working on this required program; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced amended grant 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, The 2024 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2024 GENERAL FUND APPROPRIATIONS

CODE / DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04900.DTP.2022.04900 Professional Services	$172,413.00	($130,848.07)	$ 41,564.93
A.3640.01007.DTP.2022.01007 Personnel Services	$ 0.00	$ 121,848.07	$121,848.07
A.3640.04420.DTP.2022.04420 Maintenance	$ 0.00	$ 9,000.00	$ 9,000.00
TOTALS	**$172,413.00**	**$ 0.00**	**$172,413.00**

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
December 10, 2024

Clerk of the Legislature

Sent to County Executive 12/11/24

Received from County Executive 12/18/24

Jessica R. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 12/16/24

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety **Committee** **Date** March 11, 2025

Resolution No. G/83/25

RESOLUTION AMENDING THE 2024 AND 2025 RENSSELAER COUNTY ADOPTED BUDGETS - BUREAU OF PUBLIC SAFETY AND THE BUREAU OF RESEARCH AND INFORMATION SERVICES

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

WHEREAS, The Bureau of Public Safety and the Bureau of Research and Information Services received grant funding through various grants from the New York State Division of Homeland Security and Emergency Services for a portion of the emergency management, hazardous materials emergency preparedness, interoperable communications equipment, and maintenance costs; and

WHEREAS, Portions of the various 2024 grant funds were not used in Fiscal Year 2024, must be rolled forward into the 2025 Rensselaer County Adopted Budget; and

WHEREAS, Resolution G/341/21 authorized the acceptance of a State Homeland Security Grant (SHS.2021, SHSBRIS.2021), for the period of September 1, 2021 through August 31, 2025; and

WHEREAS, Resolution G/491/22 authorized the acceptance of a State Homeland Security Grant (SHS.2022, SHSBRIS.2022), for the period of September 1, 2022 through August 31,2025; and

WHEREAS, Resolution G/417/23 authorized the acceptance of a State Homeland Security Grant (SHS.2023, SHSBRIS.2023), for the period of September 1, 2023 through August 31, 2026; and

WHEREAS, Resolution G/483/24 authorized the acceptance of a State Homeland Security Grant (SHS.2024), for the period of September 1, 2024 through August 31, 2027; and

WHEREAS, Resolution G/368/22 authorized the acceptance of a State Interoperable Communications Grant (SICG.2022) for the period of January 1, 2022 through December 31, 2025

WHEREAS, Resolution G/43/24 authorized the acceptance of a State Interoperable Communications Grant (SICG.2023) for the period of January 1, 2023 through December 31, 2025

WHEREAS, Resolution G/474/22 authorized the acceptance of a Domestic Terrorism Prevention Grant (DTP.2022) for a period of September 1, 2022 through August 31, 2025; and

WHEREAS, Resolution G/89/23 authorized the acceptance of a Homeland Security and Emergency Services (HMGP.2023) for a period of November 30,2022 through February 1, 2026; 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 2024 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2024 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.33972.DTP.2022.33972 Federal Grants	$ 172,413.00	$ (155,848.00)	$ 16,565.00
A.3640.33972.SICG.2022.33972 Other Public Safety Grants	$ 549,989.00	$ (240,342.00)	$309,647.00
A.3640.33972.SICG.2023.33972 Other Public Safety Grants	$ 730,577.00	$ (540,333.00)	$190,244.00
A.3640.43880.HMGP.2023.43880 Federal Grants	$ 200,000.00	$ (71,967.00)	$128,033.00
A.3640.43880.PSAP2023.43880 Federal Grants	$ 186,187.00	$ (100,033.00)	$ 86,154.00
A.3640.43880.SHS.2021.43880 Federal Grants	$ 95,952.00	$ (61,267.00)	$ 34,685.00
A.3640.43880.SHS.2022.43880 Federal Grants	$ 31,101.00	$ (58,103.00)	$(27,002.00)
A.3640.43880.SHS.2023.43880 Federal Grants	$ 546,730.00	$ (493,010.00)	$ 53,720.00
A.3640.43880.SHS 2024.43880 Federal Grants	$ 268,703.00	$ (268,703.00)	$ 0.00
TOTAL:	**$2,781,652.00**	**$(1,989,606.00)**	**$792,046.00**

2024 APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04900.DTP.2022.04900 Professional Services	$41,564.93	$(25,000.00)	$16,564.93
A.3640.04420.DTP.2022.04420 Maintenance	$9,000.00	$(9,000.00)	$0.00
A.3640.01007.DTP.2022.01007 Personnel	$121,848.07	$(121,848.00)	$0.07
A.3640.02400.SICG.2022.02400 Other Equipment	$38,139.00	$(38,139.00)	$0.00
A.3640.04350.SICG.2022.04350 Utilities	$50,000.00	$(41,569.00)	$8,431.00
A.3640.04420.SICG.2022.04420 Maintenance	$204,542.70	$(10,981.00)	$193,561.70
A.3640.04450.SICG.2022.04450 Rental-Equipment/ Maintenance/ Facilities	$190,227.30	$(90,753.00)	$99,474.30
A.3640.04500.SICG.2022.04500 Special Departmental Supplies	$56,000.00	$(56,000.00)	$0.00
A.3640.04900.SICG.2022.04900 Professional Services	$20,775.00	$(2,900.00)	$17,875.00
A.3640.02400.SICG.2023.02400 Other Equipment	$309,762.00	$(119,518.00)	$190,244.00
A.3640.04420.SICG.2023.04420 Maintenance	$245,815.00	$(245,815.00)	$0.00
A.3640.04450.SICG.2023.04450 Rental-Equipment/ Maintenance/ Facilities	$50,000.00	$(150,000.00)	$0.00
A.3640.04900.SICG.2023.04900 Professional Services	$25,000.00	$(25,000.00)	$0.00

2024 APPROPRIATIONS (CONTINUED)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04900.HMGP.2023.04900 Professional Services	$200,000.00	$(71,967.00)	$128,033.00
A.3640.01007.PSAP.2023.01007 Personnel	$10,000.00	$0.00	$10,000.00
A.3640.04300.PSAP.2023.04300 Telephone	$128,787.00	$(79,640.00)	$49,147.00
A.3640.04420.PSAP.2023.04420 Maintenance	$14,400.00	$(1,797.00)	$12,603.00
A.3640.04510.PSAP.2023.04510 Software	$12,000.00	$(5,438.00)	$6,562.00
A.3640.04560.PSAP.2023.04560 Training	$21,000.00	$(13,159.00)	$7,841.00
A.3640.04450.SHS.2021.04450 Rental Equipment/ Maintenance/ Facilities	$51,550.00	$(35,920.00)	$15,630.00
A.1680.02400.SHSBRIS.2021.02400 BRIS Equipment/ Maintenance	$5,777.00	$(5,347.00)	$430.00
A.1680.04420.SHSBRIS.2021.04420 Maintenance	$20,000.00	$(20,000.00)	$0.00
A.3640.02400.SHS.2022.02400 Other Equipment	$7,500.00	$(7,500.00)	$0.00
A.3640.04420.SHS.2022.04420 Maintenance	$324.00	$(324.00)	$0.00
A.3640.04450.SHS.2022.04450 Rental Equipment/ Maintenance/ Facilities	$3,900.00	$0.00	$3,900.00
A.3640.04500.SHS.2022.04500 Special Departmental Supplies	$7,867.00	$(7,867.00)	$0.00

2024 APPROPRIATIONS (CONTINUED)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.1680.02400.SHSBRIS.2022.02400 BRIS Equipment/ Maintenance	$12,410.00	$(12,410.00)	$0.00
A.1680.04420.SHSBRIS.2022.04420 Maintenance	$30,000.00	$(30,000.00)	$0.00
A.3640.02400.SHS.2023.02400 Other Equipment	$132,748.00	$(98,958.00)	$33,790.00
A.3640.04420.SHS.2023.04420 Maintenance	$186,080.00	$(185,552.00)	$528.00
A.3640.04450.SHS.2023.04450 Rental Equipment/ Maintenance/ Facilities	$19,800.00	$(13,800.00)	$6,000.00
A.3640.04500.SHS.2023.04500 Special Departmental Supplies	$108,102.00	$(94,701.00)	$13,401.00
A.1680.02400.SHSBRIS.2023.02400 BRIS Equipment/ Maintenance	$40,000.00	$(40,000.00)	$0.00
A.1680.04420.SHSBRIS.2023.04420 Maintenance	$60,000.00	$(60,000.00)	$0.00
A.3640.02400.SHS.2024.02400 Other Equipment	$132,500.00	$(132,500.00)	$0.00
A.3640.04420.SHS.2024.04420 Maintenance	$70,303.00	$(70,303.00)	$0.00
A.3640.04450.SHS.2024.04450 Rental Equipment/ Maintenance/ Facilities	$9,900.00	$(9,900.00)	$0.00
A.3640.04500.SHS.2024.04500 Special Departmental Supplies	$56,000.00	$(56,000.00)	$0.00
TOTAL:	**$2,803,622.00**	**$(1,989,606.00)**	**$814,016.00**

; and be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2025 GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.33972.DTP.2022.33972 Federal Grants	$0.00	$155,848.00	$155,848.00
A.3640.33972.SICG.2022.33972 Other Public Safety Grants	$0.00	$240,342.00	$240,342.00
A.3640.33972.SICG.2023.33972 Other Public Safety Grants	$0.00	$540,333.00	$540,333.00
A.3640.43880.HMGP.2023.43880 Federal Grants	$0.00	$71,967.00	$71,967.00
A.3640.43880.PSAP2023.43880 Federal Grants	$0.00	$100,033.00	$100,033.00
A.3640.43880.SHS.2021.43880 Federal Grants	$0.00	$61,267.00	$61,267.00
A.3640.43880.SHS.2022.43880 Federal Grants	$0.00	$58,103.00	$58,103.00
A.3640.43880.SHS.2023.43880 Federal Grants	$0.00	$493,010.00	$493,010.00
A.3640.43880.SHS 2024.43880 Federal Grants	$0.00	$268,703.00	$268,703.00
TOTAL:	**$0.00**	**$1,989,606.00**	**$1,989,606.00**

2025 APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04900.DTP.2022.04900 Professional Services	$0.00	$25,000.00	$25,000.00
A.3640.04420.DTP.2022.04420 Maintenance	$0.00	$9,000.00	$9,000.00
A.3640.01007.DTP.2022.01007 Personnel	$0.00	$121,848.00	$121,848.00

2025 APPROPRIATIONS (CONTINUED)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.02400.SICG.2022 .02400 Other Equipment	$0.00	$38,139.00	$38,139.00
A.3640.04350.SICG.2022 .04350 Utilities	$0.00	$41,569.00	$41,569.00
A.3640.04420.SICG.2022 .04420 Maintenance	$0.00	$10,981.00	$10,981.00
A.3640.04450.SICG.2022 .04450 Rental/ Equipment/ Maintenance/Facilities	$0.00	$90,753.00	$90,753.00
A.3640.04500.SICG.2022 .04500 Special Dept Supplies	$0.00	$56,000.00	$56,000.00
A.3640.04900.SICG.2022 .04900 Professional Services	$0.00	$2,900.00	$2,900.00
A.3640.02400.SICG.2023 .02400 Other Equipment	$0.00	$119,518.00	$119,518.00
A.3640.04420.SICG.2023 .04420 Maintenance	$0.00	$245,815.00	$245,815.00
A.3640.04450.SICG.2023 .04450 Rental/ Equipment/ Maintenance/Facilities	$0.00	$150,000.00	$150,000.00
A.3640.04900.SICG.2023 .04900 Professional Services	$0.00	$25,000.00	$25,000.00
A.3640.04900.HMGP.2023 .04900 Professional Services	$0.00	$71,967.00	$71,967.00
A.3640.04300.PSAP.2023 .04300 Telephone	$0.00	$79,640.00	$79,640.00
A.3640.04420.PSAP.2023 .04420 Maintenance	$0.00	$1,797.00	$1,797.00
A.3640.04510.PSAP.2023 .04510 Software	$0.00	$5,438.00	$5,438.00
A.3640.04560.PSAP.2023 .04560 Training	$0.00	$13,159.00	$13,159.00

2025 APPROPRIATIONS (CONTINUED)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.3640.04450.SHS.2021.04450 Rental/ Equipment/ Maintenance/Facilities	$0.00	$35,920.00	$35,920.00
A.1680.02400.SHSBRIS.2021.02400 BRIS Equipment/ Maintenance	$0.00	$5,347.00	$5,347.00
A.1680.04420.SHSBRIS.2021.04420 Maintenance	$0.00	$20,000.00	$20,000.00
A.3640.02400.SHS.2022.02400 Other Equipment	$0.00	$7,500.00	$7,500.00
A.3640.04420.SHS.2022.04420 Special Dept Supplies	$0.00	$324.00	$324.00
A.3640.04500.SHS.2022.04500 BRIS Equipment/ Maintenance	$0.00	$7,867.00	$7,867.00
A.1680.02400.SHSBRIS.2022.02400 Other Equipment	$0.00	$12,410.00	$12,410.00
A.1680.04420.SHSBRIS.2022.0442 Maintenance	$0.00	$30,000.00	$30,000.00
A.3640.02400.SHS.2023.02400 Other Equipment	$0.00	$98,958.00	$98,958.00
A.3640.04420.SHS.2023.04420 Maintenance	$0.00	$185,552.00	$185,552.00
A.3640.04450.SHS.2023.04450 Rental/ Equipment/ Maintenance/Facilities	$0.00	$13,800.00	$13,800.00
A.3640.04500.SHS.2023.04500 Special Dept Supplies	$0.00	$94,701.00	$94,701.00
A.1680.02400.SHSBRIS.2023.02400 BRIS Equipment/ Maintenance	$0.00	$40,000.00	$40,000.00

2025 APPROPRIATIONS (CONTINUED)

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.1680.04420.SHSBRIS.2023.04420 Maintenance	$0.00	$60,000.00	$60,000.00
A.3640.02400.SHS.2024.02400 Other Equipment	$0.00	$132,500.00	$132,500.00
A.3640.04420.SHS.2024.04420 Maintenance	$0.00	$70,303.00	$70,303.00
A.3640.04450.SHS.2024.04450 Rental/ Equipment/ Maintenance/ Facilities	$0.00	$9,900.00	$9,900.00
A.3640.04500.SHS.2024.04500 Special Dept Supplies	$0.00	$56,000.00	$56,000.00
TOTAL:	**$0.00**	**$1,989,606.00**	**$1,989,606.00**

Resolution ADOPTED by the following vote:
Ayes: 16
Nays: 0
Abstain: 0
March 11, 2025

Clerk of the Legislature

Sent to County Executive 3/12/25

Received from County Executive 3/13/25

Jessica L. Ons

Clerk of the Legislature

Executive Action

Approved ✓ Date 3/13/25

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

DHSES-3107 (2/24) **BUDGET AMENDMENT and CONTRACT EXTENSION/AMENDMENT PROCESSING SLIP**

SECTION I

Initiated By: **Mike Tomaso**

Unit: **DHSES/Contracts**

A. ☐ Reallocation F. ☐ Inc/Ext K. ☐ Reall/Ext/Workpla
B. ☐ Extension G. ☒ Reallocation/Ext. L. ☐ Ext/Workplan
C. ☐ Increase H. ☐ Reallcation/Workplan M. ☐ Increase/Workplan
D. ☐ Decrease I. ☐ Inc/Ext/Workplan N. ☐ Increase/Workplan/Real
E. ☐ Workplan Change J. ☐ Start Date O. ☐ Other_____

Grantee: **Rensselaer County**
Contract No **C175038** Project ID: **DT22-1026-E04**
SFS Vendor ID: **1000002434**
DHSES No: **WM22175038** Cost Center: **DT2022**
Amendment No: **4**
Date Received:
Appendix X Attached ☒ YES ☐ NO

SECTION II

Current Funding Program and State FY/FFY Source: **DT2022**
Current Project Budget/Funding Amount: **172,413.00**
New Funding Program and State FY/FFY Source:_____
New Project Budget/Funding Amount Requested_____

SECTION III

AMENDMENT ROUTING APPROVALS

Reallocation Between Budget Categories More Than 10%/5% of Budget Total? Y

	Initials	Date
Level 1 Review (Contract Rep)	MT	8/14/2025
Level 2 Review (Contract Supervisor)	KK	8/14/25
Level 3 Review (Contract Manager)	TB	08/14/2025
Level 4 Approved (Director)	EA/DB	8/15/2025
Sent to Finance	DB	8/18/2025
Received in Finance (Finance's Date)	RJO	8/18/2025
Finance Processor	RJO	8/19/2025
Finance Rejected		
Rejected Received (GPA)		
Resubmitted to Finance (GPA)		
Reiected Received Back in Finance		
Sent to AG		
AG Approved		
Sent to OSC	RJO	8/19/2025
OSC Approved	RJO	8/20/2025
Received from OSC	RJO	8/20/2025
Returned to Contracts Unit (Finance's Date)	RJO	8/20/2025
Received from Finance		
Sent to Grantee		

If NFP, Prequalified? ☐

PRIMARY CONTACT
Jay Wilson

Contract Rep Initials
MT

Rensselaer County
SFY2022 Domestic Terrorism Prevention Grant
C175038

G&T		Budget	Amended Budget
	Personnel		
49.	Personnel Costs for Training. Planning and Exercises	$93,798.07	$113,613.00
	Personnel Total	**$93,798.07**	**$113,613.00**
	Fringe Benefits		
49.	Fringe Costs for Training, Planning and Exercises	$19,350.00	$0.00
	Fringe Benefits Total	**$19,350.00**	**$0.00**
	Consultant Services		
49.	Consultant Costs for Organization and Planning Activities	$41,564.93	$37,000.00
	Consultant Services Total	**$41,564.93**	**$37,000.00**
	Travel and Subsistence		
49.	Travel Costs for Approved Trainings	$5,000.00	$13,000.00
	Travel and Subsistence Total	**$5,000.00**	**$13,000.00**
	All Other Expenses		
49.	Marketing Costs (advertising, booklets, etc.)	$5,000.00	$5,000.00
49.	Web Design Costs	$4,000.00	$0.00
49.	Miscellaneous Costs to Support Trainings	$3,000.00	$3,000.00
49.	Association of Threat Assessment Professionals (ATAP) membership fees	$700.00	$800.00
	All Other Total	**$12,700.00**	**$8,800.00**
	GRAND TOTAL	**$172,413.00**	**$172,413.00**

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01077 **Contract Number: C175038**

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES), and represents an amendment to the grant contract executed between DHSES and Rensselaer County

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DHSES and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract, and are annotated below. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DHSES and the Grantee Agency.

Amendment detail C175038:

Amendment Type - Reallocation / Extension
Contract Start Date - 09/01/2022
Contract End Date - 08/31/2026
Contract Amount - $172,413.00

Amendment created on - 08/14/2025
Prior Contract Terms
Contract Start Date - 09/01/2022
Contract End Date - 08/31/2025
Contract Amount - $172,413.00

Amended documents attached:

Program Budget

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

GRANTEE: **BY: Steven McLaughlin , County Executive** **Date: 08/15/2025**	**NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES** **BY: Eric Abramson , Director of Grants Program Administration** **Date: 08/15/2025**
ATTORNEY GENERAL'S SIGNATURE _____. **Title:** _____. **Date:** _____.	**COMPTROLLER'S SIGNATURES** _____. **Title:** _____. **Date:** _____.

APPROVED
DEPT. OF AUDIT & CONTROL
Aug 20 2025
Laura Coyle
FOR THE STATE COMPTROLLER

Award Contract
Project No. **Grantee Name**
DT22-1026-E04 **Rensselaer County** **08/15/2025**

Appendix B - Project Budget

Budget Summary by Participant

Rensselaer CountyRensselaer County Bureau of Public Safety - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs for Training, Planning, and Exercises (Prior DHSES approval required)	1	$113,613.00	$113,613.00	$113,613.00	$0.00
			Total	$113,613.00	$113,613.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Costs for Organization and Planning Activities	1	$37,000.00	$37,000.00	$37,000.00	$0.00
			Total	$37,000.00	$37,000.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel Costs for Approved Trainings	1	$13,000.00	$13,000.00	$13,000.00	$0.00
			Total	$13,000.00	$13,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Association of Threat Assessment Professionals (ATAP) membership fees	1	$800.00	$800.00	$800.00	$0.00
2	Marketing Costs (advertising, booklets, etc.)	1	$5,000.00	$5,000.00	$5,000.00	$0.00
3	Miscellaneous Costs to Support Trainings	1	$3,000.00	$3,000.00	$3,000.00	$0.00
			Total	$8,800.00	$8,800.00	$0.00

Rensselaer County Bureau of Public Safety Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

GRANT AMENDMENT REQUEST

Grantee: Rensselaer County
Implementing Rensselaer County Bureau of Public Safety

Contract No.	C175038	**County:**	Rensselaer
DHSES Nos.:	WM22175038	**Project Title:**	SFY2022 Domestic Terrorism Prevention Grant
Approved Contract Amount:	$172,413.00	**Funding Source:**	State
Approved Contract Duration:	09/01/2022 **to** 08/31/2025	**Amendment Request**	08/14/2025
Amendment	**Reallocation / Extension**	**Requested End Date:**	08/31/2026

Current Approved Budget	**DT22-1026-E03**		**Amount Change --**		**Proposed Budget**	**DT22-1026-E04**	
	Grant Amount	Match Amount	**Grant Amoun**	**Match Amoun**		Grant Amount	Match Amount
Personnel	$93,798.07	$0.00	**Personnel** **$19,814.93**	**$0.00**	**Personnel**	$113,613.00	$0.00
Fringe Benefits	$19,350.00	$0.00	**Fringe Benefits** **$(19,350.00)**	**$0.00**	**Fringe Benefits**		
Consultant Services	$41,564.93	$0.00	**Consultant Services** **$(4,564.93)**	**$0.00**	**Consultant Services**	$37,000.00	$0.00
Equipment			**Equipment** **$0.00**	**$0.00**	**Equipment**		
Supplies			**Supplies** **$0.00**	**$0.00**	**Supplies**		
Travel and Subsistence	$5,000.00	$0.00	**Travel and Subsistence** **$8,000.00**	**$0.00**	**Travel and Subsistence**	$13,000.00	$0.00
Rental of Facilities			**Rental of Facilities** **$0.00**	**$0.00**	**Rental of Facilities**		
Alterations and Renovations			**Alterations and Renovations** **$0.00**	**$0.00**	**Alterations and Renovations**		
All Other Expenses	$12,700.00	$0.00	**All Other Expenses** **$(3,900.00)**	**$0.00**	**All Other Expenses**	$8,800.00	$0.00

Total, Current Approved Budget: **$172,413.00**

Total Proposed Project Budge **$172,413.00**

Amendment Justification: (see attached e-mail; attach additional sheets if necessary

☒ Approved ☐ Denied ☐ Approved with Conditions (see attached)

Program: Mike Tomaso
Title: Public Safety Grants Representative

☐ Approved ☐ Denied ☐ Approved with Conditions (see attached)

Finance:
Title:

From:	Bernard, Tammy (DHSES)
To:	Erickson, Nicole (DHSES); Tomaso, Michael (DHSES)
Cc:	Keramati, Matthew (DHSES)
Subject:	RE: Rensselaer County FY22 DTP Amendment and Extension.
Date:	Wednesday, August 13, 2025 4:53:52 PM
Attachments:	2025-08-07 - Reallocation and Ext Request - FY22-DTP.pdf

I am fine with this.

Tammy Bernard
Contracts Manager
NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue, Room 409, Albany, NY 12242
518-242-5098 | Tammy.Bernard@dhses.ny.gov
www.dhses.ny.gov

From: Erickson, Nicole (DHSES) <Nicole.Erickson@dhses.ny.gov>
Sent: Thursday, August 7, 2025 1:33 PM
To: Tomaso, Michael (DHSES) <Michael.Tomaso@dhses.ny.gov>; Bernard, Tammy (DHSES) <Tammy.Bernard@dhses.ny.gov>
Cc: Keramati, Matthew (DHSES) <Matthew.Keramati@dhses.ny.gov>
Subject: FW: Rensselaer County FY22 DTP Amendment and Extension.

I am good with both the reallocation and extension request. It makes sense to me.

Matt is on vacation until Monday but looping him in here for visibility.

Thanks,
Nicole

From: Tomaso, Michael (DHSES) <Michael.Tomaso@dhses.ny.gov>
Sent: Thursday, August 7, 2025 1:13 PM
To: Bernard, Tammy (DHSES) <Tammy.Bernard@dhses.ny.gov>
Cc: Erickson, Nicole (DHSES) <Nicole.Erickson@dhses.ny.gov>
Subject: Rensselaer County FY22 DTP Amendment and Extension.

Tammy/Nicole,

Rensselaer County is requesting an amendment and extension to their FY22 DTP. They are requesting to move monies from Fringe, Consultants, and Web Design into the existing budget lines for Personnel, Travel, and ATAP fees. Fringe is no longer needed due to using part time employees, the consultant services came in under budget, and

they will use county funding to update the web design. Additional funding was needed for Personnel, Travel and ATAP fees for the continued development of their TAM program. They are requesting an extension to 8/31/2026 to complete all projects. Additional information is below and attached.

Rensselaer County
SFY2022 Domestic Terrorism Prevention Grant
C175038
09/01/2022 - 08/31/2025

G&T		Budget	Amended Budget
	Personnel		
49.	Personnel Costs for Training. Planning and Exercises	$93,798.07	$113,613.00
	Personnel Total	**$93,798.07**	**$113,613.00**
	Fringe Benefits		
49.	Fringe Costs for Training, Planning and Exercises	$19,350.00	$0.00
	Fringe Benefits Total	**$19,350.00**	**$0.00**
	Consultant Services		
49.	Consultant Costs for Organization and Planning Activities	$41,564.93	$37,000.00
	Consultant Services Total	**$41,564.93**	**$37,000.00**
	Travel and Subsistence		
49.	Travel Costs for Approved Trainings	$5,000.00	$13,000.00
	Travel and Subsistence Total	**$5,000.00**	**$13,000.00**
	All Other Expenses		
49.	Marketing Costs (advertising, booklets, etc.)	$5,000.00	$5,000.00
49.	Web Design Costs	$4,000.00	$0.00
49.	Miscellaneous Costs to Support Trainings	$3,000.00	$3,000.00
49.	Association of Threat Assessment Professionals (ATAP) membership fees	$700.00	$800.00
	All Other Total	**$12,700.00**	**$8,800.00**
	GRAND TOTAL	**$172,413.00**	**$172,413.00**

Mike Tomaso

Public Safety Grants Representative

NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue, Building 7A – 4th Floor, Albany, NY 12242
518-242-8293 Michael.Tomaso@dhses.ny.gov

RENSSELAER COUNTY
BUREAU OF PUBLIC SAFETY

99 Troy Road, East Greenbush NY 12061

8/7/2025

Michael Tomaso
NYS DHSES – GRANTS ADMIN UNIT
1220 Washington Ave
Albany, NY 12242

Mr. Tomaso,

The Rensselaer County Bureau of Public Safety respectfully requests an extension of the contract and performance period, as well as a budget reallocation, for FY22 – DTP Contract: C175038.

To date, $16,564.93 of the awarded $172,413.00 has been expended (excluding personnel costs, which are currently being calculated for submission and reimbursement). Please see the attached extension request documentation for further detail. We are requesting the following budget modifications:

Line Code	Current Budget	Change Requested	New Budget Total	Justification
P1 – Personnel	$93,798.07	+$19,814.93	$113,613.00	To support additional staff time for meetings, trainings, and continued development of the TAM program.
F1 – Fringe	$19,350.00	-$19,350.00	$0.00	Funds reallocated to Personnel line. – Utilization of part time employees fringe is not necessary.
C1 – Consultant Services	$41,564.93	-$4,564.93	$37,000.00	Partial reallocation to Personnel – Determined that we could do similar work in house for less money.
T1 – Travel for Training	$5,000.00	+$8,000.00	$13,000.00	To allow TAM Coordinators to attend approved trainings.
A1 – Web Design	$4,000.00	-$4,000.00	$0.00	Web design services are no longer needed; county resources will be used to update the existing site.
A2 – Marketing	$5,000.00	No Change	$5,000.00	—
A3 – ATAP Fees	$700.00	+$100.00	$800.00	To support two memberships.
A4 – Misc. Training Fees	$3,000.00	No Change	$3,000.00	—
TOTAL	**$172,413.00**	**$0.00**	**$172,413.00**	—

We believe these adjustments will allow us to more effectively meet the goals of the program and ensure optimal use of the grant funds. Please feel free to contact me with any questions regarding this request.

Respectfully,

Edward J. Heffern
Deputy Director
Bureau of Public Safety
eheffern@renscony.gov
518-906-4299

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

Contract Extension Request Form
Domestic Terrorism Prevention Grant

Extension Request Process:

1. Grantee submits completed request form to DHSES for initial review and processing.
2. DHSES will review extension request.
3. Extension Notification:
    - If request is approved, DHSES will extend the end date of the contract and notify grantee.
    - If request is denied, grantee will receive notification from DHSES denying request.

Grantee Name:	Rensselaer County, NY
Date of Request:	08/07/2025
Contract Number:	C175038
Current Contract Period:	09/01/2022 – 08/31/2025
Requested Extended End Date:	08/31/2026
Award Amount:	172,413.00
Amount Spent to Date (including Amount Not Vouchered)	16,564.93
Point of Contact Name:	Edward Heffern
E-Mail:	eheffern@renscony.gov
Phone #:	518-906-4299

Do not write in shaded areas.

Extension Justification

Provide detailed justification for why this extension is necessary. Include detailed explanation of reasons for delays on projects.

Rensselaer County BPS is requesting an extension due to significant delays experienced in the initial implementation phase of the project, which were beyond our control.

In March 2023, Rensselaer County entered into a contract with At-Risk International with the expectation that the vendor would deliver a turnkey, fully functional program tailored to our specific standards and operational needs. Despite early assurances, it became evident by May 2024 that the vendor was not meeting expectations. Deliverables were delayed, communication was inconsistent, and the level of service did not align with the terms of the agreement. As a result, the County made the decision to terminate the contract in May 2024 to prevent further loss of time and resources.

Following the termination, we took immediate action to realign the project. Two new co-coordinators—both former investigators from the Rensselaer County Sheriff's Office—were brought on board. Their backgrounds in law enforcement, investigative work, and case management have significantly strengthened the foundation of the program.

Since their appointment, substantial progress has been made. The team has been fully activated, is meeting regularly, and has begun reviewing cases. Additionally, targeted training sessions have been conducted to ensure all members are equipped with the necessary tools and knowledge to perform their roles effectively.

While the initial vendor setback created a delay, the program is now on a strong path forward with internal leadership and momentum. The extension is necessary to allow time to complete development work that should have been accomplished under the original contract and to ensure that all components of the program meet the standards originally envisioned.

We are committed to ensuring the program is not only completed, but built on a solid and sustainable foundation.

Provide details on tasks completed to date including total amount spent to date.

Despite the early challenges with the original vendor, the following key tasks have been completed:

1. Initial Contract and Vendor Engagement

- Executed contract with At-Risk International in March 2023.
- Initial planning and coordination meetings held with vendor.
- Limited deliverables received before contract was terminated in May 2024.
- **Amount spent with At-Risk International:** $*16,564.93*

2. Termination of Vendor Contract and Transition

- Contract formally terminated due to non-performance.
- Internal review conducted to assess next steps and redirect the project.

3. New Team Structure and Staffing

- Two co-coordinators hired in mid-2024, both former investigators from the Rensselaer County Sheriff's Office.
- Coordinators have assumed operational leadership of the program.
- Onboarded and integrated into TAM operations.
- **Personnel costs to date (co-coordinators, administrative support, etc.):** TBD – Awaiting Details

4. Program Development and Implementation

- Internal team built from the ground up.
- Active case management system implemented.
- Regular team meetings initiated and maintained.
- Coordination protocols drafted and shared among partners.

5. Training and Capacity Building

- Core team members participated in multiple training sessions on threat assessment, case handling, and reporting protocols.
- Training materials developed and adapted to local context.

Total Amount Spent to Date: $16,564.93

Provide timeline for completion, including all major milestones. Please include specific date(s) and deliverables or objectives for each project milestone, including anticipated spending amounts.

We expect that with this request for extension and reallocation, we will expend the grant and have a fully operational TAM program with continued training for participants and the public no later than August 31st 2026.

Provide risk factors that might affect anticipated project completion and plans for mitigating these risks.

At this time we do not have any identified risk factors.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/2

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, Resolution G/357/24 authorized an agreement with Comprehensive Skilled Care Solutions, LLC (RFP-24-24) for rehabilitation services for the period of October 1, 2024 through September 30, 2025 for the amount of $1,800,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Comprehensive Skilled Care Solutions, LLC for an additional one-year period of October 1, 2025 through September 30, 2026 for a total amount of $3,600,000.00; 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 budgeted appropriations, and the name and address of the contracting party are as follows:

CONTRACT DESCRIPTION	VENDOR	APPROPRIATION CODE	AMENDED CONTRACT AMOUNT
Rehabilitation Services 10/1/24 – 9/30/26	Comprehensive Skilled Care Solutions, LLC (CS2) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	2024-2025 $1,800,000.00 2025-2026 $1,800,000.00 $3,600,000.00

; now, therefore, be it

RESOLVED, That 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.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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 TO EXTEND A CONTRACT FOR REHABILITATION SERVICES

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $1,800,000
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): VRM Patient Services Revenue
3) Is this expense program mandated? YES: ☑ NO ☐
4) Length of expense or project (one time only, ongoing, etc.): 10/01/2025 - 09/30/2026
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding through year 2025 and 2026 Adopted Budget for Therapy Services.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services Committee Date September 10, 2024

Resolution No. G/357/24

'24OCT24 8:21AM

RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, Van Rensselaer Manor ("VRM") is required by regulation to provide speech, occupational and physical therapy services as ordered by the primary care physicians; and

WHEREAS, The current provider's contract for these services expires 08/31/24 requiring VRM to complete an RFP process in order to secure a new vendor; and

WHEREAS, Four vendors submitted proposals (RFP-24-24) to provide these services and a committee evaluated the proposals based on references, cost, technology, staffing services and compliance; and

WHEREAS, VRM seeks to enter into a one-year agreement with Comprehensive Skilled Care Solutions (CS^2), 225 Crossways Park Drive, Woodbury, New York 11797 for the term beginning October 1, 2024 through September 30, 2025 to provide said rehabilitation services, and

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

CONTRACT DESCRIPTION	VENDOR	APPROPRIATION CODE	CONTRACT AMOUNT
Rehabilitation Services 10/01/2024 - 09/30/2025)	Comprehensive Skilled Care Solutions LLC (CS^2) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	$1,800,000.00

; 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: 18
Nays: 0
Abstain: 0
September 10, 2024

Clerk of the Legislature

Sent to County Executive 9/11/24

Received from County Executive 9/17/24

Jessica L. Chartes

Clerk of the Legislature

Executive Action

Approved ✓ Date 9/19/24

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

REQUEST FOR PROPOSAL

THERAPY REHABILITATION SERVICES
VAN RENSSELAER MANOR NURSING HOME

2ND REQUEST – EXTENSION DATE PROVIDED

RENSSELAER COUNTY REQUESTS PROPOSALS FROM COMPANIES EXPERIENCED IN THERAPY REHABILITATION SERVICES.

SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR, BUREAU OF CENTRAL SERVICES, COUNTY OFFICE BUILDING, 99 TROY ROAD, 4TH FLOOR, EAST GREENBUSH, NEW YORK 12061 UNTIL:

NOON (12:00 P.M.), MONDAY, JULY 22, 2024

JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES
99 TROY ROAD, 4TH FLOOR
EAST GREENBUSH, NEW YORK 12061

RFP-24-24
DATED: 7/8/24

REQUEST FOR PROPOSAL
THERAPY REHABILITATION SERVICES - VAN RENSSELAER MANOR NURSING HOME

2ND REQUEST – EXTENSION DATE PROVIDED

INTRODUCTION

Rensselaer County Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, New York 12180 (hereinafter referred to as the "Facility") is interested in contracting for Physical Therapy (PT), Occupational Therapy (OT) and Speech Language Therapy (SLP) for the Clients residing a the Facility. The following information has been provided in this Request for Proposal (RFP) to interested companies (hereinafter referred to as the "Agency").

QUESTIONS - GENERAL PROPOSAL INFORMATION

Receipt of the proposal documents does not indicate that the Van Rensselaer Manor has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the proposal opening and will be based on our evaluation of your proposal submission compared to the specific requirements and qualifications obtained in these proposal documents. The County reserves the right not to award the contract.

All questions and inquiries concerning this specification must be in writing and shall be addressed to the following:

John Wasielewski
Executive Director
Van Rensselaer Manor
85 Bloomingrove Drive
Troy, NY 12180

Primary Contact:
John Wasielewski., Executive Director
Telephone No.: (518) 283-2000 ext. 313

Secondary Contact:
Dana Daley, Assistant Administrator
Telephone No.: (518) 283-2000 ext. 301

SUBMISSION

Interested firms assume all risks for timely, properly submitted deliveries. Firms are strongly encouraged to arrange for delivery of proposals to the Rensselaer County Bureau of Central Services **prior to** the date of the proposal opening. LATE PROPOSALS may be rejected. Electronically submitted proposals are not acceptable and will not be considered.

Five (5) copies of the firm's proposal accompanied by a completed "Certificate of Compliance with the Local Law #2," shall be submitted to James R. Gordon, Director, Bureau of Central Services, County Office Building, 99 Troy Road 4th Floor, East Greenbush, New York 12061 until **Noon (12:00 p.m.), Monday, July 22, 2024**, in a sealed package clearly marked RFP-24-24 Therapy Rehabilitation Services for the Van Rensselaer Manor Nursing Home. Completion and submission of proposals shall be legible and in ink or typewritten. Signatures on a Proposal Form and/or on the Certificate of Compliance with Local Law #2 shall be in ink. Failure to sign documents may result in rejection of the proposal as incomplete.

REFERENCES

Three (3) references must be provided with your proposal including names (the primary contact and their title) and telephone numbers of organizations to whom you have provided this type of service to within the last one to two years with their proposal submission.

EVALUATION

Following submission, a study period will be observed during which reference checks and interviews may be conducted. The County reserves the right to discuss fee structures, request revision where deemed necessary and/or interview only those firms, which appear to be most responsive to this RFP. Selection will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.

The successful firm will be notified in writing following approval of the Legislature and County Executive. Rensselaer County reserves the right to not enter into agreement with any firm responding to this RFP, to request additional information and/or solicit additional or new proposals if deemed necessary. Any contract or form of agreement resulting from this RFP is subject to approval of the Rensselaer County Attorney.

PERIOD OF FIRM PROPOSAL

Fee structures must be kept firm until the contract start date begins. Failure to remain firm on proposal fees will result in a non-response of the vendor's proposal, continued thereafter, until written notice to the contrary is received and accepted by vendor/County.

INSURANCE REQUIREMENTS:

For the benefit and protection of both parties, the AGENCY will obtain and keep in force during the term of this agreement, public and professional liability insurance in an amount deemed adequate, with a company satisfactory to and in a form approved by, the Rensselaer County Attorney. Documentation reflecting proof of coverage shall be maintained prior to commencement of services under this agreement (See Pages 15 and 16).

HOLD HARMLESS PROVISION:

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 of Rensselaer. Accordingly, vendor agrees to indemnify and hold harmless the County of Rensselaer, 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. Vendor 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 reasonable 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."

USE OF SUBCONTRACTORS

The use of subcontractors is expressly prohibited in providing any of the services detailed in this RFP. Any vendor that calls for the use of subcontractors will be considered a non-response. It is expected that the vendor parties possess the equipment, capability and knowledge to provide the services requested by the County.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payment only to the company which submits the proposal and is indicated by company name, address and signature on the Request for Proposal Form. Assignment of the initial contract by the original company submitting the proposal to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

LOCATION: Rensselaer County requires the awarded Vendor providing the service to be within a 30 mile radius of the Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, NY 12180 or that the awarded Vendor has a site location within a 30 mile radius of the Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, NY 12180. The name, location, contact person and phone number of this service facility must be clearly identified on the proposal.

METHOD OF PAYMENT

Contractors will submit invoices at the close of the month for services provided. The facility will process the invoices pursuant to County payment policies.

CANCELLATION FOR CONVENIENCE

The County of Rensselaer in its sole discretion retains the right to cancel this contract or portions of the contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

SCOPE OF SERVICES

1. Duties and Obligations of AGENCY.

a) AGENCY shall make available to the FACILITY on an as needed basis the professional services of therapists in the areas of physical therapy, occupational therapy, and speech language pathology services, as described in Exhibit A attached hereto, under the terms and conditions of the Agreement. All services provided by AGENCY will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.

b) AGENCY shall provide the FACILITY evidence of each therapist's qualifications, including Licensure certifications and registrations where applicable.

2. Obligations of the FACILITY

a) The FACILITY shall set aside for the exclusive use of AGENCY adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the FACILITY for use by AGENCY for the sole purpose of providing services to the FACILITY hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the FACILITY. The FACILITY shall designate its Administrator to serve as a Liaison with AGENCY.

b) The FACILITY shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register. The FACILITY shall use its best efforts to market its rehabilitation program and maintain a patient base to support a full time discharge oriented rehabilitation program and adequate patient case mix.

c) The FACILITY shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services.

d) The FACILITY shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to AGENCY for each resident who requires therapy services according to the RUGS IV Classification System, as put forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.

e) The FACILITY agrees that, during the term of this Agreement, the FACILITY will not contract with any other party to provide physical therapy, occupational therapy, or speech language pathology services within the FACILITY.

3. Records

a) AGENCY shall maintain such records of the services rendered by AGENCY to patients at the FACILITY as may be reasonably required by the FACILITY. and as required by federal or state governmental agency, third party payer source or insurer. AGENCY agrees to make available all records of the FACILITY's patients to whom AGENCY has

rendered services available for the FACILITY's inspection upon request. AGENCY and the FACILITY shall maintain the confidentiality of. patient records, AGENCY records and FACILITY records in accordance with applicable law and industry standards.

b) The FACILITY shall promptly make available to AGENCY all patient records for review and inspection necessary for the proper provision of services.

c) Until the expiration of (4) years after the furnishing of services pursuant to this Agreement, AGENCY agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of AGENCY necessary to verify the extent of costs incurred by the FACILITY under this Agreement.

4. AGENCY's Written Materials

During the term of this Agreement and at all times thereafter, the FACILITY shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of AGENCY, including, but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the FACILITY by AGENCY or acquired by the FACILITY during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of AGENCY. Upon the termination of this Agreement for any reason whatsoever, the FACILITY and any and all of its employees, agents or representatives will return to AGENCY all copies of the -written materials in their possession. The parties acknowledge that the restrictions contained in this Section 4 are reasonable and, in the event of a violation thereof, AGENCY shall be entitled to, in addition to any and all other forms of relief, preliminary and permanent injunctive relief, which rights shall be cumulative and in addition to any other rights or remedies to which AGENCY may be entitled.

5. Term and Termination

The term of this Agreement shall commence on Month, DD,YEAR, ("the-Commencement Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with or without cause (as defined below) upon thirty (30) day written notice to the other party. Vendors may present their form of agreement; however, all contract terms must meet with the approval of the Rensselaer County Attorney and substantially meet all requirements of this RFP document. Any contract is subject to the approval of the Legislature and County Executive.

a) FACILITY. For the FACILITY, cause shall include (i) material breach by AGENCY of any of its obligations under this Agreement or (ii) if AGENCY is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for AGENCY or all or a substantial part of the assets of AGENCY, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating AGENCY as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator

for AGENCY or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.

b) AGENCY. For AGENCY cause shall include, (i) failure of the Facility to compensate AGENCY when due in accordance with the terms of this Agreement; (ii) a material breach by the FACILITY of any of its other obligations under this Agreement; (iii) the FACILITY ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; (iv) the failure of FACILITY to submit MDS data on a timely and accurate basis and consistently resulting in a default rate and or a reduced RUGs reimbursement rate as compared to actual minutes of therapy provided by AGENCY, (v) if either the FACILITY or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the FACILITY or its owner or all or a substantial part of the assets of the FACILITY or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

6. Compensation

Compensation will be based off the proposed fee schedule/structure provided by AGENCY. The AGENCY should provide detailed fee schedules/structures for all insurance/billing types and billing/reimbursement methodologies (ie. PDPM, RUG categories, CPT Codes, etc.)

7. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least sixty (60) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

8. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. AGENCY is an independent contractor of the FACILITY for purposes of this Agreement. The FACILITY retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the FACILITY by law.

9. Insurance

During the term of this Agreement, AGENCY shall maintain professional liability insurance coverage not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate, and worker's compensation insurance as required in the state in which the FACILITY is located. During the term of this Agreement, the FACILITY shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate; and worker's compensation insurance as required in the state in which the FACILITY is located.

10. Indemnification

The FACILITY shall indemnify and hold AGENCY harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys' fees) which may result against AGENCY as a consequence of any alleged malfeasance, neglect or medical malpractice caused or alleged to be caused by the FACILITY, its employees, agents, or contractors. AGENCY shall indemnify and hold the FACILITY harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may result against the FACILITY as a consequence of any alleged medical malpractice,

malfeasance or neglect caused or alleged to be caused by AGENCY, its employees, agents or contractors, in connection with the performance of services pursuant to this Agreement.

11. Medical Necessity Denials

AGENCY shall indemnify the FACILITY for medical necessity denials, notwithstanding anything in this Agreement to the contrary, AGENCY's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the FACILITY and that have been retroactively denied or rejected for reimbursement solely due to a determination that such services were not medically necessary. AGENCY will be liable for such denials only to the extent that the FACILITY has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. AGENCY's liability under this Section shall not include any amounts attributable to the FACILITY's administrative charges and shall be limited to only direct charges for services by AGENCY. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the FACILITY, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation; (ii) correctly bill Medicare, the fiscal intermediary or any third party payer, (iii) correctly determine or communicate to AGENCY a resident's eligibility for coverage or change in such status shall be the sole responsibility of the FACILITY. Without limiting the foregoing, the obligations of AGENCY under this Section are subject to the following conditions (A) the FACILITY shall not take any action inconsistent with any appeal of a denial, (B) the FACILITY shall promptly notify AGENCY of any denial, and in any event within five (5) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information, and (C) the FACILITY shall not be in default of any of its obligations to AGENCY under this Agreement.

12. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

13. Civil Rights

AGENCY agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto.

14. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

15. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of FACILITY contained in this Agreement shall be binding upon FACILITY, as well as FACILITY's successors and assigns (hereinafter defined) regardless of any actual or constructive notice to them. "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of the FACILITY. FACILITY agrees to specifically include in any merger, consolidation, sale or other transfer agreement that FACILITY's obligations under this Agreement shall be binding upon FACILITY's successors and assigns. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; AGENCY may assign this Agreement without the express written consent of the FACILITY.

16. Severability

Should any provision of this Agreement or application be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in any state or Federal Court located in New York. The captions and headings set forth in this Agreement are for

convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

17. Confidentiality

It is understood that both parties shall not disclose the terms of this Agreement to any person, corporation or entity other than the parties to the Agreement and/or Medicare and Medicaid or any government body or professional licensing organization which has jurisdiction over the FACILITY or its business. Notwithstanding anything contained herein to the contrary, the nondisclosure provisions set forth in this Section 19 shall not apply to Section *5* of the Agreement and staff members performing services.

20. *(HIP*AA) and HITECH Compliance

Definitions

The following definitions used in this Section 20 shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions include:

a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean AGENCY.

b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean FACILITY.

c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

20.1 Obligations and Activities of Business Associate

Business Associate agrees to:

a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

d) In accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

A request for access that the Business Associate receives directly from the individual will be forwarded to the Covered Entity to fulfill;

f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CPR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CPR 164.526.

A request for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity;

g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CPR 164.528.

A request for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity;

h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

20.2 Permitted Uses and Disclosures by Business Associate

a) Business Associate may use or disclose protected health information as necessary to perform the services set forth in this Agreement. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation for the health care operations of Covered Entity; may use, analyze or disclose protected health information in its possession for public health activities and purposes set forth in 45 C.F.R. § 164.512(b); and de-identify any protected health information provided Business Associate implements de-identification criteria as set forth in 45 C.F.R. § 164.514(b).

b) Business Associate may use or disclose protected health information as required by law.

c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.RFP-24-24

d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CPR Part 164 if done by Covered Entity except for the specific uses and-disclosures set forth below.

e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

20.3 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

20.4 Permissible Requests by Covered Entity

a) Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate will use or disclose protected health information for data aggregation, or management and administration and legal responsibilities of the Business Associate.

20.5 Termination of Agreement

a) Termination for Cause. Covered Entity may terminate this Agreement, if Covered Entity determines Business Associate has violated a material term of this Section 20, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. The Covered Entity will provide Business Associate with an opportunity to cure a violation or breach of this Section 20 before termination for cause

b) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information the Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the

4. protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 20.2 which applied prior to termination; and

6. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

c) Survival. The obligations of Business Associate under this Section 20.5 shall survive the termination of this Agreement.

20.6 Compliance with EDI Rule and other Aspects of Administrative Simplification Regulations

AGENCY agrees that, on behalf of the FACILITY, it will perform the following transaction for which a standard has been developed under the EDI Rules (Standard Transactions):

Any Standard Transaction that AGENCY could reasonably be expected to perform in the ordinary course of its functions on behalf of the FACILITY.

AGENCY agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to AGENCY. AGENCY agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rules and the HIPAA Rules that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to AGENCY.

20.7 Miscellaneous

a) Regulatory References. A reference in this Section 20 to a section in the HIPAA Rules means the section as in effect or as amended.

b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules, HITECH Standards and any other applicable law. The parties may agree to amend this Agreement from time to time in any other respect that they deem · appropriate

c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and HITECH Standards.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits **Statutory**

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of all Contractors, sub-contractors and sub-contractors for all liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:
$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: Rensselaer County
c/o Rensselaer County Attorney
99 Troy Road
East Greenbush, New York 12061

II) Limit of Liability: $1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

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" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ____/____/____
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL

EXHIBIT A

AGENCY will provide rehabilitation therapy services with regard to the FACILITY's physical therapy, occupational therapy, and speech language pathology requirements, including the following services:

1. Provision of direct therapy services, therapy related documentation, evaluations, patient care conferences, and other therapy related services based on patient need.

2. Implementation and monitoring of AGENCY's therapy specific policies and procedures.

3. Implementation and monitoring of therapy compliance with documentation and billing requirements.

4. Provision of appropriate supervision of therapists, assistants, and aides.

5. Implementation of quality audit systems.

6. Participation in care conferences and caregiver education, based on patient need.

7. Participation in the completion of the applicable therapy portions of the MDS 3.0 to assist the FACILITY with Case Mix Grouping(s) and Medicare Part A assessments under PDPM for maximum reimbursement.

8. Provision of time based CPT codes and/or occurrence based CPT codes per patient, necessary for the FACILITY to submit billing information for Medicare Part B and Other Part B therapy reimbursement.

9. Other services and documentation as deemed applicable to therapy billing and/or reimbursement.

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Jason Romano, CFO
Comprehensive Skilled Care Solutions
225 Crossways Park Drive
Woodbury, NY 11797

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home – Rensselaer County - **Notice of Contract Award**

Dear Mr. Romano:

I am pleased to inform you that following an in-depth evaluation process completed by the Rensselaer County Van Rensselaer Manor Nursing Home your firm has been selected to provide Therapy Rehabilitation Services as referenced in the Request for Proposal (RFP).

If further assistance is required you may contact John Wasielewski., Executive Director, Telephone No.: (518) 283-2000 ext. 313 or Dana Daley, Assistant Administrator, Telephone No.: (518) 283-2000 ext. 301.

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

Sincerely,

Christine M. Mariano

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
Shelby Fenton, Deputy County Auditor
John Wasielewski, Executive Director, V.R.M.
Resolution: G/357/24

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Trent Hermen, VP, Business Development
Select Rehabilitation
2600 Compass Road
Glenview, IL 60026

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home – Rensselaer County

Dear Mr. Hermen:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Monij Sankhe, Director of Operations
Apex Therapeutic Services, LLC
1010 Northern Blvd., Suite 424
Great Neck, NY 11021

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home – Rensselaer County

Dear Mr. Sankhe:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR ,

October 24, 2024

James MacManus, Director of Business Development
Professional Therapy Services of NY
20 East Sunrise Hwy.
Valley Stream, NY 11581

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home – Rensselaer County

Dear Mr. MacManus:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.

AMENDMENT TO
THERAPY SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
COMPREHENSIVE SKILLED CARE SOLUTIONS LLC

This Amendment takes effect as of **October 1, 2025** 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 "County" and Comprehensive Skilled Care Solutions, LLC, with an address of 225 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "Vendor."

WHEREAS, County and Vendor entered into a Therapy Services And Supplemental Staffing Agreement ("Agreement") dated October 1, 2024 hereinafter referred to as the "Agreement"; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. Paragraph 5. Term and Termination shall be revised as follows:

   DELETE: "The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party." and

   REPLACE WITH: "This Agreement is extended and shall begin on **October 1, 2025**, and will terminate on **September 30, 2026**, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party."

2. Paragraph 7. Compensation shall be revised as follows:

   DELETE: "Total sum paid not to exceed: $1,800,000.00"; and

   REPLACE WITH: "Total sum paid not to exceed $3,600.00.00"

3. 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.

Therapy Services and Supplemental Staffing Agreement

THIS SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is effective on October 1, 2024 (the "Effective Date") by and between Rensselaer County, on behalf of Van Rensselaer Manor, located at 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as the "Facility") and Comprehensive Skilled Care Solutions, LLC with an address of 225 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Vendor"). Each of the Facility and the Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Vendor is in the business of providing therapy consulting, management services and supplemental staffing to health care facilities; and

WHEREAS, the Facility desires to engage the Vendor to provide services to it and patients at the Facility; and

WHEREAS, Vendor desires to provide the services as set forth herein to the Facility and its patients.

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

I. Duties and Obligations of Vendor.

a. Vendor shall make available to the Facility on an as needed basis the professional services of therapists ("Therapists') in the areas of physical therapy, occupational therapy, and speech language pathology services and other therapy consulting and management services, as described in **Schedule 1** attached hereto, under the terms and conditions of the Agreement. All services provided by Vendor will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.

b. Vendor shall provide the Facility evidence of each Therapist's qualifications, including the minimum licensing, training and continuing education requirements as set forth in Schedule 3 attached hereto.

c. All Therapists shall have a current license and/or certification as applicable and shall have the education and work experience necessary to assure that they are competent and possess the skills and experience required

for their assignment. Prior to the commencement of clinical service, Therapists assigned to Facility shall be in serviced by Facility staff regarding the Facility's policies, procedures and mandatory in-services; and Therapists shall be in-serviced as needed throughout the assignment. Documentation of said in-services shall be forwarded to the Vendor for its recordkeeping purposes. It shall be the responsibility of the Facility to cooperate in a review or evaluation of each Therapist provided by the Vendor, relative to the Therapist's ability to perform specific job functions upon completion of the Therapist's assignment or shift. The Vendor relies on the Facility's feedback in order to accurately assess and reassess the competence of the Therapists on an ongoing basis based on the Facility's report of clinical performance. All Therapists are required to participate in all training and continuing education requirements applicable to their field. In addition, the Vendor shall ensure that all Therapists participate in any required Facility case conferences and continuing in-service education. Therapists may only be placed in an assignment that matches the job description for which the Vendor assigns them. If a Therapist is asked to float to another department with the Facility, the department must be a like department or unit and the float Therapist must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit. All Therapists should only be floated to areas of comparable clinical diagnoses and acuities.

d. Vendor shall provide Therapists upon the Facilty's request, with twenty-four (24) hours minimum notice prior to reporting time. Emergency requests may be placed by Facility at any time and Vendor will use its best efforts to attempt to accommodate such requests. Vendor will provide a minimum of six (6) hours prior notice for any shift cancelations. The Facility may cancel without penalty by providing at least two (2) hours advance notice, prior to shift.

e. The Facility shall not schedule or offer work assignments to any Therapist directly. All such requests for staffing must be referred through the Vendor. Should the services of any Therapist be found unacceptable by the Facility in its sole discretion, Vendor agrees to assign another Therapists without any additional fee. The Vendor shall not re-assign Therapists provided for under this

Agreement to any other locations without the express approval of the Vendor.

f. In the event the Facility is dissatisfied with the services performed by a Therapist the Facility may direct the Therapist to leave its premises. If the Facility exercises this right within the first four (4) hours of the shift, the Facility shall not be obligated to pay the Vendor for such time. If such right is exercised thereafter, the Facility shall pay the Facility for the actual hours of work. All such instances shall be immediately, but no less than 24 hours of any competency issues, incidents, and or complaints related to the Therapists. Facility agrees to initiate communication with the Vendor, whenever an incident/injury report related to the Therapist is completed. Facility may submit a complaint about a Therapist's performance by sending an email to the Vendor with the following details: name of Therapist, date(s) on which the performance issue occurred, and a brief description of the performance issue. The Vendor will investigate the performance issue and, if necessary, take appropriate action calculated to prevent recurrence of the performance issue. Notice of actual or suspected abuse, theft, or tampering or other diversion of controlled substances by Therapists should be sent to the Vendor by email. In addition, the Vendor shall (i) cooperate and participate with Facility in any internal peer review, external audit systems and grievance procedures as may be established by the Facility in order to resolve any complaints about the performance of any Therapist. The Facility retains full responsibility and authority for patient care while using the Therapists to provide Services hereunder.

g. Notice of Late Arrival. Therapists are expected to report to their assignment as scheduled, be on time and prepared to start work. Unapproved late arrivals or other absences from scheduled hours are disruptive and must be avoided. If a Therapist is unable to report to work or expects to be late to their assigned shift, they must call their supervisor at the Vendor as soon as possible, but no later than one (1) hour in advance of the time that Therapist is scheduled to begin work for that day at the Facility (unless it is impossible to do so, in which case the Therapist must call as soon as possible thereafter). Unless extenuating circumstances exist, Therapists must call in to the Vendor on each and every scheduled workday on which they are unable to work or are expected to be late,

unless they are on an approved leave of absence. The Vendor shall promptly notify the Facility of all late arrivals and absences.

h. Procedures for Notice from Facility of Failure of Therapists to Report to Assignments**.**

In the event that a Therapist fails to report to the Facility for an assignment, the following procedures will be followed:

A. Facility will notify Vendor within 15 minutes after the scheduled start time that the Therapist failed to arrive at the Facility for his/her assigned shift.

B. Vendor will contact Therapist via all available methods and known emergency contacts to inquire as to why the Therapist failed to arrive at his/her assigned shift.

C. Vendor, upon successfully communicating with the Therapist will determine if the Therapist has a reasonable reason for failing to contact the Facility to notify them of their absence and/or lateness.

D. Vendor will advise the Facility of the Therapist's reason for not communicating their absence or late arrival and Facility will decide based on the circumstances if it permits the Therapist to return to work. Vendor and/or Facility can request documentation as proof of Therapist's reason for failing to call out.

E. Therapists who fail to contact Vendor and/or Facility within one (1) day of a no-call no-show will be terminated upon the request of either Party.

i. Procedures For Investigating And Resolving Complaints Regarding Performance of Therapists

If a Therapist is not performing to Facility's satisfaction, the following procedures will be implemented:

A. The Vendor will meet with Therapist to verbally discuss necessary areas of improvement and the recommended course of action required to bring such Therapist's performance to a satisfactory level. Additional training will be provided if necessary.

B. Vendor will notify the Facility of the specific employment issue and details of the discussion with the Therapist and collectively determine if a documented performance improvement plan (PIP) is required outlining all goals, objectives and standards that need to be achieved in order to bring the Therapist's performance to a satisfactory level, or if a verbal notification is appropriate for the situation.

C. Vendor will document the performance issue in the Therapist's file with the recommended course of action provided to the Therapist by the Vendor and the Facility collectively.

D. The Vendor will follow up with the Therapist and verbally discuss Facility's concerns. The Vendor will follow-up and communicate in writing via email to the Therapist a summary of their discussion and recommended course of action, regardless of if a PIP has been implemented.

E. The Vendor will periodically communicate with Facility on the Therapist's progress. If it is determined that the Therapist's performance is not improving, and a PIP was not implemented, then the Facility and the Vendor will collaborate on the details of implementing a PIP. Vendor will provide the PIP to the Therapist.

F. In the event a Therapist's performance does not improve to a satisfactory level after a PIP has been implemented, the Facility has the right to request that the Vendor terminate the Therapist.

i. Procedures for Notice of Actual or Suspected Abuse, Theft, Tampering or Other Diversion of Controlled Substances by Provider Employees. In the event the Facility does not have procedures for notice of actual or suspected abuse, theft, tampering or other diversion of controlled substances by employees, the following Procedures shall apply:

A. Therapist will not have access to or administer any controlled substance to Facility's patients at Facility's worksite.

B. Vendor and Facility wish to maintain a work environment that is free of illegal and controlled substances. To this end, the parties prohibit the control, possession, transfer, sale or use of such materials on Facility's premises to the extent permitted by applicable law.

C. In addition, to ensure the safety and security of employees and patients, Facility reserves the right to question and inspect or search any employee or other individual entering or leaving premises or job sites at the Facility. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

D. These items are subject to inspection and search at any time, without prior notice. Facility may also require Therapists to agree to a reasonable inspection of their personal property and/or person while on the job or on the Facility's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Facility, typically management employee of the same gender of the Facility.

E. In situations of suspected abuse at the Facility, the Vendor will take the following actions:

i. Record witness complaints and concerns (if applicable);

ii. The Vendor will independently observe the Therapist, speak with the Therapist, and attempt to observe if the Therapist appears impaired and displays an odor of drugs or alcohol.

iii. If the behavior observed is consistent with impairment, the Therapist will be immediately removed from access to patients and other safety-sensitive areas while the investigation continues.

iv. The Vendor shall clearly document the behaviors observed independently by documenting the details observed without stating conclusions.

v. Once the situation is documented, the Vendor will review their observations and determine if a reasonable suspicion of abuse exists. If it is agreed that a reasonable suspicion does not exist, no further action will be taken. If it is agreed that behaviors observed are cause for reasonable suspicion, then further action will be taken.

vi. The Vendor shall promptly notify Facility of its reasonable suspicion findings.

vii. The Vendor shall meet with the Therapist in private and explain what has been observed and that to rule out the possibility of the Therapist violating the Facility's drug and alcohol policy, a reasonable suspicion test will be performed. The Vendor will communicate next steps to the Therapist which will include transportation, testing procedure, and what will happen if a Therapist's test is negative or positive (based on Vendor and Facility employment policies).

viii. if Therapist agrees to take a test, the Vendor will arrange transportation for its Therapist to the testing center and arrange transportation for the Therapist to be transported home from the testing center upon completion of the test. The Vendor will send the Therapist for testing and communicate the details to the Facility. Any Therapist suspected to be under the influence of alcohol or drugs will not be allowed to drive to the drug testing center or home afterward. Therapists shall not be permitted to return to work until their test results are returned and the results are negative. If the results are negative, the Therapist will be called back to work and paid for shifts missed during testing. If the test result is positive, the

Therapist will be terminated by the Vendor in accordance with its Vendor policies and procedures governing drug and alcohol use.

j. The use of subcontractors by Vendor is expressly prohibited in providing any the services. .

2. Obligations of the Facility

a. The Facility shall set aside for the exclusive use of Vendor adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the Facility for use by Vendor for the sole purpose of providing services to the Facility hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the Facility. The Facility shall designate its Administrator, or his or her designee, to serve as a Liaison with Vendor.

b. The Facility shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register.

c. The Facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services. The Facility shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to Vendor for each resident who requires therapy services according to the RUGS IV Classification System, as set forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.

3. Records

d. Vendor shall maintain such records of the services rendered by Vendor to patients at the Facility as may be reasonably required by the Facility and as required by federal or state governmental agency, third party payer source or insurer. Vendor agrees to make available all records of the Facility's patients to whom Vendor has rendered services available for the Facility's inspection upon request. Vendor and the Facility shall maintain the confidentiality of patient records, Vendor records and Facility records in accordance with applicable law and industry standards.

e. The Facility shall promptly make available to Vendor all patient records for review and inspection necessary for the proper provision of services.

f. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Vendor agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of Vendor necessary to verify the extent of costs incurred by the Facility under this Agreement.

4. Vendor's Written Materials

During the term of this Agreement and at all times thereafter, the Facility shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of Vendor, including , but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the Facility by Vendor or acquired by the Facility during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of Vendor. Upon the termination of this Agreement for any reason whatsoever, the Facility and any and all of its employees, agents or representatives will return to Vendor all copies of the written materials in their possession.

5. Term and Termination

The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party.

g. Facility. For the Facility, cause shall include (i) material breach by Vendor of any of its obligations under this Agreement or (ii) if Vendor is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for Vendor or all or a substantial part of the assets of Vendor, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Vendor as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for Vendor or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.

h. Vendor. For Vendor cause shall include, (i) failure of the Facility to compensate Vendor when due in accordance with the terms of this Agreement; (ii) a material breach by the Facility of any of its other obligations under this Agreement; (iii) the Facility ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; or, (iv) if either the Facility or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the Facility or its owner or all or a substantial part of the assets of the Facility or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

7. Compensation

In consideration of the services provided by Vendor, the County agrees to pay Vendor a sum not to exceed the following per year based on Vendor rates set forth in **Schedule 2**:

Total sum paid not to exceed: $1,800,000.00

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relief upon by the Facility 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 Facility upon reasonable prior written notice to Vendor.

The Facility shall pay the Vendor at the rates set forth in Exhibit B attached hereto. Exhibit B also contains the maximum rates that may be charged by the Vendor.

8. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least thirty (30) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

9. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. Vendor is an independent contractor of the Facility for purposes of this Agreement. The Facility retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the Facility by law.

10. Insurance

During the term of this Agreement, Vendor shall maintain professional liability insurance coverage not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate, and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located. During the term of this Agreement, the Facility shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate; and Workers'· Compensation and Disability Insurance coverage as required in the state in which the Facility is located.

11. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and the other Party's members, managers, officers, directors, employees, agents and representatives, (collectively, the "Indemnified Party") harmless from and against any liability, loss, claim or damage including reasonable outside attorneys' fees and costs, which may result from any act of commission or omission by the Party, its agents, servants, representatives, or employees, arising out of, related to, or alleged to arise out of or related to any breach by the Party of any representation, warranty, covenant or other agreement in this Agreement, and the provision of the Services hereunder. In case any claim, action, suit or proceeding is brought or made against an Indemnified Party for which defense and indemnification by the other Party may be sought hereunder, the Indemnified Party shall promptly notify the other Party of the commencement thereof, and the Indemnified Party shall be entitled to participate in, and to the extent that it wishes to do so assume the defense thereof (at the Party's sole expense) with counsel selected by the Indemnified Party which is reasonably satisfactory to the Indemnified Party. Each Party further agrees to indemnify the Indemnified Party for all attorneys' fees and costs that the Indemnified Party incurs as a result of responding to, complying with, or defending/resisting any third-party subpoena relating to any of the foregoing. The indemnification provision under this Section shall survive the termination of the Agreement.

12. Medical Necessity Denials

Vendor shall indemnify the Facility for medical necessity denials, notwithstanding anything in this Agreement to the contrary, Vendor's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the Facility and that have been denied or rejected for reimbursement due to a determination that such services were not medically necessary. Vendor will be liable for such denials only to the extent that the Facility has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. Vendor's liability under this Section shall include only those amounts billed for staffing hours with respect to Medicare direct services. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the Facility, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation, (ii) correctly bill Medicare or Medicaid, any fiscal intermediary or any other third party payer, or (iii) correctly determine a resident's eligibility for coverage or change in such status shall be the sole responsibility of the Facility. Without limiting the foregoing, the obligations of Vendor under this Section are subject to the following conditions (A) the Facility shall not take any action inconsistent with any appeal of a denial, and (B) the Facility shall notify Vendor of any denial within ten (10) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information

14. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

15. Civil Rights

Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto as well as all New York State and Federal employment related laws, rules and regulations.

16. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

17. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of Facility contained in this Agreement shall be binding upon Facility only and not Facility's successors and assigns (hereinafter defined) "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of Facility. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; Vendor may not assign this Agreement without the express written consent of the Facility.

18. Severability

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in Rensselaer County, New York or the Northern District of New York Federal Court. The captions and headings set forth in this Agreement are for convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

19. Confidentiality

The Facility and Vendor hereby acknowledge and agree that, each is authorized to disclose information about this Agreement as required by law.

20. Medicaid 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, "federal health care programs" as defined in 42 U.S.C.1320a-7b(f) 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 Vendor, Vendor shall notify the Facility within five (5) days of such discovery. The Facility reserves its right to cancel such contract upon such notification.

The Facility further reserves it right to cancel this agreement and declare the same null and void in the event Vendor fails to fulfil its obligations under this section.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Comprehensive Skilled Care Solutions LLC** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (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 ensuring 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 **Comprehensive Skilled Care Solutions LLC.**

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 in the Underlying Agreement. Moreover, the provisions of HIPAA 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 full compliance with the relevant 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.

3.5 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.

3.6 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 3.6 must:

3.6.1 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;

3.6.2 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;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 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;

3.6.5 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);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 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;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 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;

3.6.11 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

3.6.12 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. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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).

3.21 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.

3.22 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.

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, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 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

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

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.

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.

4.3.3 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.

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. 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 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 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.

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, 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.

9. 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 HIPAA 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.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity 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: 225 Crossways Park Drive, Woodbury, New York 11797
Attention: Jason Romano, CFO
Phone: 516-224-5100
Email: jromano@comprehenivescs.com

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 of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 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.

Facility: Van Rensselaer Manor
By: _____
Name: _____
Date: _____

Vendor: Comprehensive Skilled Care Solutions, LLC
By: _____
Name: _____
Date: _____

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.6 of the Business Associate Agreement between:
- Rensselaer County, New York, (the "County") and
- Comprehensive Skilled Care Solutions LLC, (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:

_____

Attachments: Schedule 1, Schedule 2 and Schedule 3

Schedule 1

Services

· Implementation and management of rehabilitation software Net Health Optima; or if preferred by Facility, review set-up of current application for optimal workflows
· Work with Rehabilitation Director and finance department to review staffing patters and efficiency practices for optimal fiscal outcomes
· Overall analysis of PDPM preparedness and implementation of changes
· Education of rehabilitation and Nursing/MDS and other IDT Staff on PDPM bet practices, including BIMS/PHQ-9 inter
· Collaborate with interdisciplinary team on transitioning to and managing a Medicaid PDPM
· Ongoing comprehensive education and training for rehabilitation staff to include:
· Skilled therapy services in short- and long-term care programming
· MDS and its effect on reimbursement
· All service delivery requirements associated with PPS
· Documentation requirements to meet Medicare and state survey standards
· Development of restorative nursing programs
· Census management support

· Ongoing support to include clinical program development, rehabilitation regulatory and billing guidance, and operational recommendations to support program goal attainment
· Consistent guidance and collaboration through attendance at inter-disciplinary meetings (PDPM Huddle, Utilization Review, Discharge Planning)
· Assess caseload management systems and work with rehab director for ongoing monitoring of PPS systems
· Review, and if needed further development of operational interfaces with Nursing and MDS to include training modules and systems that promote results in line with organizational goals
· Ongoing documentation audits to assure compliance
· Regulatory updates (CMS, OIG, FIs, Practice Acts, ICD-10/PT Codes) and practice management enhancements as needed
· Patient and program outcome data to improve quality of care and service as it relates to Quality Measures, Quality Reporting Program, Five-Star, Value Based Purchasing, and Nursing Home Quality Initiative
· Performance analysis to include site visits and end of month operational reports with formal review
· Work with facility to determine needs of any Value-Added Services such as PT/OT/SLP staffing for coverage or ongoing needs, respiratory therapy and FEES (Fiber Optic Endoscopic Evaluation of Swallowing).

Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)
Minimum Licensing: Licensed and registered COTA
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)
Minimum Licensing: Licensed and registered OT
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)
Minimum Licensing: Licensed and registered PT
Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)
Minimum Licensing: Licensed and registered PTA
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)
Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director
Minimum Licensing: Licensed and registered PT, OT or SLP
Minimum Training: No additional training required
Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Schedule 3
Fees

Fees

Van Rensselaer Manor Nursing Home		
Monthly Management Fee: $7,500.00		
Hourly Staffing		
Discipline	**Minimum Hourly Rate**	**Maximum Hourly Rate**
Rehab Director	$70.00	$70.00
PT	$66.00	$66.00
PTA	$46.00	$46.00
OT	$66.00	$66.00
OTA	$46.00	$46.00
ST	$72.00	$72.00

Record of Signing

For	Comprehensive Skilled Care Solutions, L...	For	Carl J. Kempf III
Name	Jason Romano	Name	APPROVED AS TO FORM
Title	CFO	Title	Rensselaer County Attorney

Signed on 2024-10-01 18:48:15 GMT

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DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xqQLnqP1CkDNI1xF5Qxa
Signing date: 10/1/2024
IP Address: 65.51.167.178
Email: jromano@comprehensivescs.com

Signed on 2024-10-02 15:34:52 GMT

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DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xquwb7Zj11LqLGqXWvSh
Signing date: 10/2/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For	Rensselaer County	For	Rensselaer County
Name	Joseph T. Ryan	Name	Steven McLaughlin
Title		Title	County Executive

Signed on 2024-10-03 12:37:19 GMT

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Signing date: 10/3/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

Signed on 2024-10-03 13:14:08 GMT

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SigningID: 02xrQpV9j3CRjxX5h6oMIP
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AMENDMENT TO
THERAPY SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
COMPREHENSIVE SKILLED CARE SOLUTIONS LLC

This Amendment takes effect as of **October 1, 2025** 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 "County" and Comprehensive Skilled Care Solutions, LLC, with an address of 225 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "Vendor."

WHEREAS, County and Vendor entered into a Therapy Services And Supplemental Staffing Agreement ("Agreement") dated October 1, 2024 hereinafter referred to as the "Agreement"; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. Paragraph 5. Term and Termination shall be revised as follows:

   DELETE: "The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party." and

   REPLACE WITH: "This Agreement is extended and shall begin on **October 1, 2025**, and will terminate on **September 30, 2026**, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party."

2. Paragraph 7. Compensation shall be revised as follows:

   DELETE: "Total sum paid not to exceed: $1,800,000.00"; and

   REPLACE WITH: "Total sum paid not to exceed $3,600.00.00"

3. Schedules 2 and 3. **DELETE: Schedules 2 and 3REPLACE WITH new Schedules 2 and 3 updated with the addition of Respiratory Therapist services.**

Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)
Minimum Licensing: Licensed and registered COTA
Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)
Minimum Licensing: Licensed and registered OT
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)
Minimum Licensing: Licensed and registered PT
Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)
Minimum Licensing: Licensed and registered PTA
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)
Minimum Licensing: Licensed and registered SLP
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director
Minimum Licensing: Licensed and registered PT, OT or SLP
Minimum Training: No additional training required
Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Respiratory Therapist
Minimum Licensing: Licensed and registered Respiratory Therapist
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the state Education Department requires

Schedule 3

Rensselaer Manor Nursing Home		
Monthly Management Fee: $7,500.00		
Hourly Staffing		
Discipline	**Minimum Hourly Rate**	**Maximum Hourly Rate**
Rehab Director	$70.00	$70.00
PT	$66.00	$66.00
PTA	$46.00	$46.00
OT	$66.00	$66.00
OTA	$46.00	$46.00
ST	$72.00	$72.00
Respiratory Therapist	$72.00	$72.00

4. 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.

Therapy Services and Supplemental Staffing Agreement

THIS SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is effective on October 1st, 2025 (the "Effective Date") by and between Rensselaer County, on behalf of Van Rensselaer Manor, located at 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as the "Facility") and Comprehensive Skilled Care Solutions, LLC with an address of 225 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Vendor"). Each of the Facility and the Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Vendor is in the business of providing therapy consulting, management services and supplemental staffing to health care facilities; and

WHEREAS, the Facility desires to engage the Vendor to provide services to it and patients at the Facility; and

WHEREAS, Vendor desires to provide the services as set forth herein to the Facility and its patients.

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

I. Duties and Obligations of Vendor.

a) Vendor shall make available to the Facility on an as needed basis the professional services of therapists ("Therapists') in the areas of physical therapy, occupational therapy, respiratory therapy, and speech language pathology services and other therapy consulting and management services, as described in **Schedule 1** attached hereto, under the terms and conditions of the Agreement. All services provided by Vendor will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.

b) Vendor shall provide the Facility evidence of each Therapist's qualifications, including the minimum licensing, training and continuing education requirements as set forth in Schedule 3 attached hereto.

c) All Therapists shall have a current license and/or certification as applicable and shall have the education and work experience necessary to assure that they are competent and possess the skills and experience required for their assignment. Prior to the commencement of clinical service, Therapists assigned to Facility shall be in serviced by Facility staff regarding the Facility's policies, procedures and mandatory in-services; and Therapists shall be in-serviced as needed throughout the assignment. Documentation of said in-services shall be forwarded to the Vendor for its

recordkeeping purposes. It shall be the responsibility of the Facility to cooperate in a review or evaluation of each Therapist provided by the Vendor, relative to the Therapist's ability to perform specific job functions upon completion of the Therapist's assignment or shift. The Vendor relies on the Facility's feedback in order to accurately assess and reassess the competence of the Therapists on an ongoing basis based on the Facility's report of clinical performance. All Therapists are required to participate in all training and continuing education requirements applicable to their field. In addition, the Vendor shall ensure that all Therapists participate in any required Facility case conferences and continuing in-service education. Therapists may only be placed in an assignment that matches the job description for which the Vendor assigns them. If a Therapist is asked to float to another department with the Facility, the department must be a like department or unit and the float Therapist must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit. All Therapists should only be floated to areas of comparable clinical diagnoses and acuities.

d) Vendor shall provide Therapists upon the Facilty's request, with twenty-four (24) hours minimum notice prior to reporting time. Emergency requests may be placed by Facility at any time and Vendor will use its best efforts to attempt to accommodate such requests. Vendor will provide a minimum of six (6) hours prior notice for any shift cancelations. The Facility may cancel without penalty by providing at least two (2) hours advance notice, prior to shift.

e) The Facility shall not schedule or offer work assignments to any Therapist directly. All such requests for staffing must be referred through the Vendor. Should the services of any Therapist be found unacceptable by the Facility in its sole discretion, Vendor agrees to assign another Therapists without any additional fee. The Vendor shall not re-assign Therapists provided for under this Agreement to any other locations without the express approval of the Vendor.

f) In the event the Facility is dissatisfied with the services performed by a Therapist the Facility may direct the Therapist to leave its premises. If the Facility exercises this right within the first four (4) hours of the shift, the Facility shall not be obligated to pay the Vendor for such time. If such right is exercised thereafter, the Facility shall pay the Facility for the actual hours of work. All such instances shall be immediately, but no less than 24 hours of any competency issues, incidents, and or complaints related to the Therapists. Facility agrees to initiate communication with the Vendor, whenever an incident/injury report related to the Therapist is completed. Facility may submit a complaint about a Therapist's performance by sending an email to the Vendor with the following details: name of Therapist, date(s) on which the performance issue occurred, and a brief description of the performance issue. The Vendor will investigate the performance issue and, if necessary, take appropriate action calculated to prevent recurrence of the performance issue. Notice of actual or suspected abuse, theft, or tampering or other diversion of controlled substances by Therapists should be sent to the Vendor by email. In addition, the Vendor shall (i) cooperate and participate with Facility in any internal peer review, external audit systems and grievance procedures as may be established by the Facility in order to resolve any complaints about the performance of any Therapist. The Facility retains full responsibility and authority for patient care while using the Therapists to provide Services hereunder.

g) Notice of Late Arrival. Therapists are expected to report to their assignment as scheduled, be on time and prepared to start work. Unapproved late arrivals or other absences from

scheduled hours are disruptive and must be avoided. If a Therapist is unable to report to work or expects to be late to their assigned shift, they must call their supervisor at the Vendor as soon as possible, but no later than one (1) hour in advance of the time that Therapist is scheduled to begin work for that day at the Facility (unless it is impossible to do so, in which case the Therapist must call as soon as possible thereafter). Unless extenuating circumstances exist, Therapists must call in to the Vendor on each and every scheduled workday on which they are unable to work or are expected to be late, unless they are on an approved leave of absence. The Vendor shall promptly notify the Facility of all late arrivals and absences.

h) Procedures for Notice from Facility of Failure of Therapists to Report to Assignments**.**

In the event that a Therapist fails to report to the Facility for an assignment, the following procedures will be followed:

A. Facility will notify Vendor within 15 minutes after the scheduled start time that the Therapist failed to arrive at the Facility for his/her assigned shift.

B. Vendor will contact Therapist via all available methods and known emergency contacts to inquire as to why the Therapist failed to arrive at his/her assigned shift.

C. Vendor, upon successfully communicating with the Therapist will determine if the Therapist has a reasonable reason for failing to contact the Facility to notify them of their absence and/or lateness.

D. Vendor will advise the Facility of the Therapist's reason for not communicating their absence or late arrival and Facility will decide based on the circumstances if it permits the Therapist to return to work. Vendor and/or Facility can request documentation as proof of Therapist's reason for failing to call out.

E. Therapists who fail to contact Vendor and/or Facility within one (1) day of a no-call no-show will be terminated upon the request of either Party.

i. Procedures For Investigating And Resolving Complaints Regarding Performance of Therapists

If a Therapist is not performing to Facility's satisfaction, the following procedures will be implemented:

A. The Vendor will meet with Therapist to verbally discuss necessary areas of improvement and the recommended course of action required to bring such Therapist's performance to a satisfactory level. Additional training will be provided if necessary.

B. Vendor will notify the Facility of the specific employment issue and details of the discussion with the Therapist and collectively determine if a documented performance improvement plan (PIP) is required outlining all goals, objectives and standards that need to be achieved in order to bring the Therapist's performance to a satisfactory level, or if a verbal notification is appropriate for the situation.

C. Vendor will document the performance issue in the Therapist's file with the recommended course of action provided to the Therapist by the Vendor and the Facility collectively.

D. The Vendor will follow up with the Therapist and verbally discuss Facility's concerns. The Vendor will follow-up and communicate in writing via email to the Therapist a summary of their discussion and recommended course of action, regardless of if a PIP has been implemented.

E. The Vendor will periodically communicate with Facility on the Therapist's progress. If it is determined that the Therapist's performance is not improving, and a PIP was not implemented, then the Facility and the Vendor will collaborate on the details of implementing a PIP. Vendor will provide the PIP to the Therapist.

F. In the event a Therapist's performance does not improve to a satisfactory level after a PIP has been implemented, the Facility has the right to request that the Vendor terminate the Therapist.

i) Procedures for Notice of Actual or Suspected Abuse, Theft, Tampering or Other Diversion of Controlled Substances by Provider Employees. In the event the Facility does not have procedures for notice of actual or suspected abuse, theft, tampering or other diversion of controlled substances by employees, the following Procedures shall apply:

A. Therapist will not have access to or administer any controlled substance to Facility's patients at Facility's worksite.

B. Vendor and Facility wish to maintain a work environment that is free of illegal and controlled substances. To this end, the parties prohibit the control, possession, transfer, sale or use of such materials on Facility's premises to the extent permitted by applicable law.

C. In addition, to ensure the safety and security of employees and patients, Facility reserves the right to question and inspect or search any employee or other individual entering or leaving premises or job sites at the Facility. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

D. These items are subject to inspection and search at any time, without prior notice. Facility may also require Therapists to agree to a reasonable inspection of their personal property and/or person while on the job or on the Facility's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Facility, typically management employee of the same gender of the Facility.

E. In situations of suspected abuse at the Facility, the Vendor will take the following actions:

i. Record witness complaints and concerns (if applicable);

ii. The Vendor will independently observe the Therapist, speak with the Therapist, and attempt to observe if the Therapist appears impaired and displays an odor of drugs or alcohol.

iii. If the behavior observed is consistent with impairment, the Therapist will be immediately removed from access to patients and other safety-sensitive areas while the investigation continues.

iv. The Vendor shall clearly document the behaviors observed independently by documenting the details observed without stating conclusions.

v. Once the situation is documented, the Vendor will review their observations and determine if a reasonable suspicion of abuse exists. If it is agreed that a reasonable suspicion does not exist, no further action will be taken. If it is agreed that behaviors observed are cause for reasonable suspicion, then further action will be taken.

vi. The Vendor shall promptly notify Facility of its reasonable suspicion findings.

vii. The Vendor shall meet with the Therapist in private and explain what has been observed and that to rule out the possibility of the Therapist violating the Facility's drug and alcohol policy, a reasonable suspicion test will be performed. The Vendor will communicate next steps to the Therapist which will include transportation, testing procedure, and what will happen if a Therapist's test is negative or positive (based on Vendor and Facility employment policies).

viii. if Therapist agrees to take a test, the Vendor will arrange transportation for its Therapist to the testing center and arrange transportation for the Therapist to be transported home from the testing center upon completion of the test. The Vendor will send the Therapist for testing and communicate the details to the Facility. Any Therapist suspected to be under the influence of alcohol or drugs will not be allowed to drive to the drug testing center or home afterward. Therapists shall not be permitted to return to work until their test results are returned and the results are negative. If the results are negative, the Therapist will be called back to work and paid for shifts missed during testing. If the test result is positive, the Therapist will be terminated by the Vendor in accordance with its Vendor policies and procedures governing drug and alcohol use.

j) The use of subcontractors by Vendor is expressly prohibited in providing any the services. .

2. <u>Obligations of the Facility</u>

a) The Facility shall set aside for the exclusive use of Vendor adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the Facility for use by Vendor for the sole purpose of providing services to the Facility hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the Facility. The Facility shall designate its Administrator, or his or her designee, to serve as a Liaison with Vendor.

b) The Facility shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register.

c) The Facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services. The Facility shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to Vendor for each resident who requires therapy services according to the RUGS IV Classification System, as set forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.

3. Records

a) Vendor shall maintain such records of the services rendered by Vendor to patients at the Facility as may be reasonably required by the Facility and as required by federal or state governmental agency, third party payer source or insurer. Vendor agrees to make available all records of the Facility's patients to whom Vendor has rendered services available for the Facility's inspection upon request. Vendor and the Facility shall maintain the confidentiality of patient records, Vendor records and Facility records in accordance with applicable law and industry standards.

b) The Facility shall promptly make available to Vendor all patient records for review and inspection necessary for the proper provision of services.

c) Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Vendor agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of Vendor necessary to verify the extent of costs incurred by the Facility under this Agreement.

4. Vendor's Written Materials

During the term of this Agreement and at all times thereafter, the Facility shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of Vendor, including , but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the Facility by Vendor or acquired by the Facility during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of Vendor. Upon the termination of this Agreement for any reason whatsoever, the Facility and any and all of its employees, agents or representatives will return to Vendor all copies of the written materials in their possession.

5. Term and Termination

The term of this Agreement shall commence on **October 1st, 2025**, ("the Commencement Date") and shall automatically renew annually, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party.

a) Facility. For the Facility, cause shall include (i) material breach by Vendor of any of its obligations under this Agreement or (ii) if Vendor is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for Vendor or all or a substantial part of the assets of Vendor, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Vendor as bankrupt or insolvent or approving a petition

seeking reorganization of said party or appointing a receiver, trustee or liquidator for Vendor or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.

b) Vendor. For Vendor cause shall include, (i) failure of the Facility to compensate Vendor when due in accordance with the terms of this Agreement; (ii) a material breach by the Facility of any of its other obligations under this Agreement; (iii) the Facility ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; or, (iv) if either the Facility or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the Facility or its owner or all or a substantial part of the assets of the Facility or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

7. Compensation

In consideration of the services provided by Vendor, the County agrees to pay Vendor a sum not to exceed the following per year based on Vendor rates set forth in **Schedule 2**:

Total sum paid not to exceed: $1,800,000.00

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relief upon by the Facility 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 Facility upon reasonable prior written notice to Vendor.

The Facility shall pay the Vendor at the rates set forth in Exhibit B attached hereto. Exhibit B also contains the maximum rates that may be charged by the Vendor.

8. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least thirty (30) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

9. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. Vendor is an independent contractor of the Facility for purposes of this Agreement. The Facility retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the Facility by law.

10. Insurance

During the term of this Agreement, Vendor shall maintain professional liability insurance coverage not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate, and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located. During the term of this Agreement, the Facility shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate; and Workers'· Compensation and Disability Insurance coverage as required in the state in which the Facility is located.

11. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and the other Party's members, managers, officers, directors, employees, agents and representatives, (collectively, the "Indemnified Party") harmless from and against any liability, loss, claim or damage including reasonable outside attorneys' fees and costs, which may result from any act of commission or omission by the Party, its agents, servants, representatives, or employees, arising out of, related to, or alleged to arise out of or related to any breach by the Party of any representation, warranty, covenant or other agreement in this Agreement, and the provision of the Services hereunder. In case any claim, action, suit or proceeding is brought or made against an Indemnified Party for which defense and indemnification by the other Party may be sought hereunder, the Indemnified Party shall promptly notify the other Party of the commencement thereof, and the Indemnified Party shall be entitled to participate in, and to the extent that it wishes to do so assume the defense thereof (at the Party's sole expense) with counsel selected by the Indemnified Party which is reasonably satisfactory to the Indemnified Party. Each Party further agrees to indemnify the Indemnified Party for all attorneys' fees and costs that the Indemnified Party incurs as a result of responding to, complying with, or defending/resisting any third-party subpoena relating to any of the foregoing. The indemnification provision under this Section shall survive the termination of the Agreement.

12. Medical Necessity Denials

Vendor shall indemnify the Facility for medical necessity denials, notwithstanding anything in this Agreement to the contrary, Vendor's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the Facility and that have been denied or rejected for reimbursement due to a determination that such services were not medically necessary. Vendor will be liable for such denials only to the extent that the Facility has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. Vendor's liability under this

Section shall include only those amounts billed for staffing hours with respect to Medicare direct services. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the Facility, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation, (ii) correctly bill Medicare, the fiscal intermediary or any third party payer, or (iii) correctly determine a resident's eligibility for coverage or change in such status shall be the sole responsibility of the Facility. Without limiting the foregoing, the obligations of Vendor under this Section are subject to the following conditions (A) the Facility shall not take any action inconsistent with any appeal of a denial, and (B) the Facility shall notify Vendor of any denial within ten (10) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information

14. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

15. Civil Rights

Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto as well as all New York State and Federal employment related laws, rules and regulations.

16. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

17. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of Facility contained in this Agreement shall be binding upon Facility only and not Facility's successors and assigns (hereinafter defined) "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of Facility. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; Vendor may not assign this Agreement without the express written consent of the

Facility.

18. Severability

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in Rensselaer County, New York or the Northern District of New York Federal Court. The captions and headings set forth in this Agreement are for convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

19. Confidentiality

The Facility and Vendor hereby acknowledge and agree that, each is authorized to disclose information about this Agreement as required by law.

20. Medicaid 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, "federal health care programs" as defined in 42 U.S.C.1320a-7b(f) 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 Vendor, Vendor shall notify the Facility within five (5) days of such discovery. The Facility reserves its right to cancel such contract upon such notification.

The Facility further reserves it right to cancel this agreement and declare the same null and void in the event Vendor fails to fulfil its obligations under this section.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and **Comprehensive Skilled Care Solutions LLC** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (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 ensuring 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 **Comprehensive Skilled Care Solutions LLC.**

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 in the Underlying Agreement. Moreover, the provisions of HIPAA 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 full compliance with the relevant 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.

3.5 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.

3.6 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 3.6 must:

3.6.1 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;

3.6.2 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;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 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;

3.6.5 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);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 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;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 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;

3.6.11 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

3.6.12 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. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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).

3.21 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.

3.22 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.

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, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 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

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

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.

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.

4.3.3 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.

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. 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 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 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.

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, 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.

9. 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 HIPAA 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.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity 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: 225 Crossways Park Drive, Woodbury, New York 11797
Attention: Jason Romano, CFO
Phone: 516-224-5100
Email: jromano@comprehenivescs.com

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 of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 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.

Facility: Van Rensselaer Manor
By: _____
Name: _____
Date: _____

Vendor: Comprehensive Skilled Care Solutions, LLC
By: _____
Name: _____
Date: _____

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.6 of the Business Associate Agreement between:
- Rensselaer County, New York, (the "County") and
- Comprehensive Skilled Care Solutions LLC, (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: _____

Attachments: Schedule 1, Schedule 2 and Schedule 3

Schedule 1

Services

· Implementation and management of rehabilitation software Net Health Optima; or if preferred by Facility, review set-up of current application for optimal workflows

· Work with Rehabilitation Director and finance department to review staffing patters and efficiency practices for optimal fiscal outcomes

· Overall analysis of PDPM preparedness and implementation of changes

· Education of rehabilitation and Nursing/MDS and other IDT Staff on PDPM bet practices, including BIMS/PHQ-9 inter

· Collaborate with interdisciplinary team on transitioning to and managing a Medicaid PDPM

· Ongoing comprehensive education and training for rehabilitation staff to include:

· Skilled therapy services in short- and long-term care programming

· MDS and its effect on reimbursement

· All service delivery requirements associated with PPS

· Documentation requirements to meet Medicare and state survey standards

· Development of restorative nursing programs

· Census management support

· Ongoing support to include clinical program development, rehabilitation regulatory and billing guidance, and operational recommendations to support program goal attainment

· Consistent guidance and collaboration through attendance at inter-disciplinary meetings (PDPM Huddle, Utilization Review, Discharge Planning)

· Assess caseload management systems and work with rehab director for ongoing monitoring of PPS systems

· Review, and if needed further development of operational interfaces with Nursing and MDS to include training modules and systems that promote results in line with organizational goals

· Ongoing documentation audits to assure compliance

· Regulatory updates (CMS, OIG, FIs, Practice Acts, ICD-10/PT Codes) and practice management enhancements as needed

· Patient and program outcome data to improve quality of care and service as it relates to Quality Measures,

Quality Reporting Program, Five-Star, Value Based Purchasing, and Nursing Home Quality Initiative

· Performance analysis to include site visits and end of month operational reports with formal review

· Work with facility to determine needs of any Value-Added Services such as PT/OT/SLP staffing for coverage or ongoing needs, respiratory therapy and FEES (Fiber Optic Endoscopic Evaluation of Swallowing).

Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)
Minimum Licensing: Licensed and registered COTA
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)
Minimum Licensing: Licensed and registered OT
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)
Minimum Licensing: Licensed and registered PT
Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)
Minimum Licensing: Licensed and registered PTA
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)
Minimum Licensing: Licensed and registered SLP
Minimum Training: No additional training required
Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director
Minimum Licensing: Licensed and registered PT, OT or SLP
Minimum Training: No additional training required
Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Respiratory Therapist
Minimum Licensing: Licensed and registered Respiratory Therapist
Minimum Training: No additional training require
Minimum Continuing Education: Continuing education that the state Education Department requires

Schedule 3

Fees

Van Rensselaer Manor Nursing Home		
Monthly Management Fee: $7,500.00		
Hourly Staffing		
Discipline	**Minimum Hourly Rate**	**Maximum Hourly Rate**
Rehab Director	$70.00	$70.00
PT	$66.00	$66.00
PTA	$46.00	$46.00
OT	$66.00	$66.00
OTA	$46.00	$46.00
ST	$72.00	$72.00
Respiratory Therapist	$72.00	$72.00

Fees

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/4

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, Resolution G/452/24 authorized an agreement with Cross Country Staffing, Inc. for clinical nurse staffing to provide personal care to residents of Van Rensselaer Manor for the period of November 12, 2024 through December 31, 2025 in the amount of $500,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Cross Country Staffing, Inc. by increasing the not to exceed amount from $500,000.00 to $800,000.00; 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 budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	AMENDED AMOUNT
Clinical Nurse Staffing November 12, 2024 – December 31, 2025	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	$500,000.00	$800,000.00

; 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:
Nays:
Abstain:
October 14, 2025

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 $ $300,000
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): Existing 2025 Budget
3) Is this expense program mandated? YES: ☑ NO ☐
4) Length of expense or project (one time only, ongoing, etc.): 11/12/2024 - 12/31/2025
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2025 Adopted Budget.

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/452/24

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CROSS-COUNTRY STAFFING, INC FOR CLINICAL NURSE STAFFING AND AMENDING THE 2024 RENSSELAER COUNTY ADOPTED BUDGET - 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 of the nursing home; and

WHEREAS, In order to safely comply with this requirement, a staffing agency is utilized to provide clinical nursing staffing services; and

WHEREAS, Cross Country Staffing, Inc., 6551 Park of Commerce Blvd., Boca Raton, FL 33487, is a clinical nursing staffing agency who are able to provide said services; and

WHEREAS, Van Rensselaer Manor seeks Legislative approval to enter into an agreement with Cross Country Staffing, Inc. for clinical nurse staffing services for a term beginning November 12, 2024 thru December 31, 2025 in an amount not to exceed $500,000.00; 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/ DATES	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT NOT TO EXCEED**
Clinical Nurse Staffing Services 11/12/24 - 12/31/25	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	$500,000.00

; 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; and, be it further

RESOLVED, That the 2024 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

HOSPITAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
EH.06020.35 Agency	$1,950,000.00	$500,000.00	$2,450,000.00
EH.06020.05 Certified Nurse Aide	$5,195,265.00	($500,000.00)	$4,695,265.00

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. Chamberlain

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

AMENDMENT TO
STAFFING AGREEMENT
BETWEEN RENSSELAER CLIENT AND
CROSS COUNTRY HEALTHCARE SERVICES

This Amendment takes effect as of **November 12, 2024** 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"; and

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

NOW THEREFORE, Client and AGENCY agree as follows:

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

   Delete: "a sum not to exceed $500,000.00 for the Term of this Agreement" and

   Replace with: "a sum not to exceed $800,000.00 for the Term of this Agreement"

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 dates set forth below.

CROSS COUNTRY HEALTHCARE SERVICES

CROSS COUNTRY SEARCH | CROSS COUNTRY NURSES | CROSS COUNTRY ALLIED | CROSS COUNTRY LOCUMS | CROSS COUNTRY MEDICAL STAFFING NETWORK | CROSS COUNTRY WORKFORCE SOLUTIONS | CRU48

STAFFING AGREEMENT

This Staffing Agreement (this "Agreement") is entered into on **November 15, 2024** (the "Effective Date") by Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, a Delaware corporation (on behalf of itself and its affiliates, including without limitation Travel Staff LLC dba Cross Country Allied, Assignment America LLC dba Cross Country Workforce Solutions Group, Cross Country Nurses and Medical Staffing Network, and OWS LLC dba Hire Up Leadership) (collectively, "Agency"), and Rensselaer County, New York on behalf of **Van Rensselaer Manor** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

1. STAFFING AND INTERVIEW SERVICES. Agency will refer to Client fully licensed under the laws of the State of New York and duly qualified medical staff for patient care purposes ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B. Agency will supply both contract Personnel (includes travel, block booked, and other multi-shift contracts) and daily Personnel (shift to shift placement). Personnel provided herein shall perform any and all duties called for within the full scope of practice for which Personnel is licensed or certified. For purposes of clarity "Personnel" as defined under this Agreement shall only apply to Agency employees and shall not apply to any independent contractors. To facilitate Client's needs, Agency shall interview candidates and make offers to Personnel in accordance with the criteria as outlined herein. Agency will use commercially reasonable efforts to provide Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment.

2. INDEPENDENT RELATIONSHIP. Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.

3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE. Agency shall comply with all New York State, local and federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency and its affiliates are equal employment opportunity employer and shall recruit, refer and assign Personnel without regard to race, color, national origin, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, veteran or military status, or any other classification protected by applicable federal, state or local law, regulations or ordinances. Client will comply with all federal, state, and local labor and employment laws, regulations and ordinances applicable to Personnel, including but not limited to Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the National Labor Relations Act; and the Occupational Health and Safety Act. ("Applicable Laws"). If any complaints, formal or otherwise, are made to Client by or about any Personnel, Client shall promptly notify Agency, investigate the matter and cooperate with Agency in said investigation, and take prompt corrective action if warranted. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL. Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client before any other agency does, and if Client agrees to utilize such Personnel, Client agrees to staff and/or hire Personnel only through Agency.

5. TIME AND ATTENDANCE. A Client representative and the assigned Personnel shall each provide the hours worked by Personnel by utilizing electronic timekeeping software or method. Client shall provide Agency with the electronic timesheets, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency and formally approved by Client on, no later than, fifteen (15) days following the dates worked. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. In the event Client does not utilize such electronic timekeeping methods, a Client representative shall

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promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon. Client agrees not to instruct or permit Personnel to work off the clock.

6. BILLING AND PAYMENT. Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within thirty (30) days after invoice date. Agency will accept payment in the following forms: check, credit card and electronic funds transfer (ACH-Wire). Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. Client will submit, in writing, any and all objections to the invoices to Agency within ten (10) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

7. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. As a unit of government, Client is exempt from such taxes and shall provide proof of exemption to Agency.

8. Intentionally Deleted

9. CLIENT RESPONSIBILITIES. Client shall provide Personnel with a safe work site that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, and provide appropriate information, training, and safety equipment, including personal protective equipment, with respect to any hazardous substances or conditions to which they may be exposed at the work site. Upon reasonable written notice setting a date and time and upon confirmation from the Client, Client agrees to allow Agency representatives physical access to all areas of Client's premises where Personnel are working, and access to relevant Form 300 OSHA Reports, to conduct safety inspections and accident investigations. Client agrees not to change any Personnel's job duties or assignment without express written authority from Agency. If there is unapproved work duties or if there are changes in assignments or duties by Client without Staffing Firm's approval, Client agrees to be responsible for all workers' compensation costs and expenses arising from any claim by said Associate that occurs as the result of unapproved duties or changes in duties or job assignment as detailed in this paragraph. - Client will reimburse Agency for any OSHA fines incurred/citations received for violations Client was aware of but did not take corrective action.

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10. TERM/TERMINATION OF AGREEMENT. The term of this Agreement is one year. Either Party may terminate this Agreement for any reason or no reason by giving the other Party not less than thirty (30) days written notice; provided, further, that this Agreement will continue to be in full force and effect after such termination for any Personnel then on assignment with Client or scheduled to commence an assignment with Client.

11. CONFIDENTIALITY. The Parties agree that this relationship meets the requirements established in 45 C.F.R. 164.500 for a business associate agreement (HIPAA), see Exhibit C. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any personal information of any Personnel or other Agency employee, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all such information is considered confidential. The terms of this section shall survive the termination of this Agreement for any reason.

12. INSURANCE. Agency shall ensure each Personnel providing clinical services under this Agreement shall have professional liability coverage of $1,000,000 (each wrongful act) and $3,000,000 (aggregate). Agency shall maintain worker's compensation insurance at levels established by applicable state law. Agency shall also maintain general liability insurance during the term of this Agreement with limits of $1,000,000 (per occurrence) and $3,000,000 (aggregate).Agency shall provide proof of all such insurance coverage at the time of the execution of this Agreement. The Certificate holder section must read as follows: Rensselaer County and Van Rensselaer Manor, c/o Rensselaer County Attorney 99 Troy Road East Greenbush, New York 12061.

13. LIABILITY AND INDEMNIFICATION. Agency agrees to indemnify and hold harmless Client, its agents, officers and employees, from and against any and all claims, causes of action and liabilities (including reasonable attorneys' fees incurred by the Client in connection with a defense of any such claims or causes of action) which may arise as a consequence of any negligent act or omission on the part of the Agency, its agents or employees or Personnel, which occurs during the performance of the services to be provided hereunder. . Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees or for any claim of alleged breach of contract.

Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees. Further to the above, Agency shall not have an obligation to indemnify Client in the event such claim is caused by Client's failure to comply with federal, state or local laws applicable to Client or its employees while Personnel are on assignment with Client.

14. RISK MANAGEMENT. Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 within fifteen (15) days of any incident regarding any patient care concern, incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Client may contact a regulatory agency such as The Joint Commission or DNV GL regarding any patient safety concerns. The Joint Commission Office of Quality Monitoring can be contacted directly at (800) 994-6610 or by email complaint@jointcommission.org. DNV GL may be contacted directly at (866) 496-9647 or by visiting www.dnvglhealthcare.com. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency.

Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel.

In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem.

Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

15. NOTICES; BILLING ADDRESS. Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency, and CJ Kempf, County Attorney, 99 Troy Road East Greenbush New York 12061 if notice is sent to Client. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

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If to Agency:		If to Client:	
Cross Country Staffing, Inc. dba Cross Country Healthcare Services 6551 Park of Commerce Blvd. Boca Raton, FL 33487		**Van Rensselaer Manor** **85 Bloomingrove Drive** **Troy, NY 12180**	
ATTENTION:	Contract Administration	ATTENTION:	**Administration/ Human Reources**
PHONE	800.873.9182	PHONE	**(518) 283-2000**

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16. CONFLICT OF INTEREST. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

17. ACCESS TO RECORDS. In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

18. GOVERNING LAW/VENUE. This Agreement shall be interpreted pursuant and subject to the laws of the State of New York. The Parties agree that any action between the Parties must be brought in a state court of competent jurisdiction in the State of New York , Rensselaer County, or the United States District Court, Northern District of New York, where the Parties consent to jurisdiction.

19. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein. This Agreement shall remain accessible to all Parties involved in its implementation. . Other than as provided for herein, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable**. Notwithstanding anything herein to the contrary, Sections 3, 5-6, 8 – 12, 14 and 17-21 shall survive the termination of this Agreement for any reason.**

20. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY. Each exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. CONSEQUENTIAL; SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS OR LOST BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS, (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

22. VMS TECHNOLOGY. AGENCY may utilize its vendor management services technology application ("VMS Technology") at its sole discretion in connection with the services under this Agreement, under which, the following terms shall apply.

a. Client's use of the VMS Technology is purely a right to access the VMS Technology via the internet and pursuant to the terms of an End User License Agreement in connection with the use of the VMS Technology. The right of use granted to Client is solely for Client's internal business operations for orders placed with Agency under this Agreement. Agency grants no license or other rights in the VMS Technology to Client. Client shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the VMS Technology to other parties or permit the use of the VMS Technology by any third parties, except as may be authorized under the End User License Agreement.

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b. Agency or Client, as applicable, will administer Client orders for assignments utilizing the VMS Technology. Client gives Agency and VMS vendor a non-exclusive and non-transferable license to access the content, records or other data that Client has entered or sent to Agency for the purposes of fulfilling the services as described under this Agreement.

c. Client is responsible for all content it submits to Agency via the VMS Technology. This includes but is not limited to account information, profile, messages, and postings (including, but not limited to, information posted to assignments, bids, and Client documents).

23. Intentionally deleted.

24. DIRECT SUPERVISION OF CARE. To the extent required by law, Client shall retain all professional management responsibility for the patient and the services rendered pursuant to this Agreement. Client shall have the exclusive responsibility to plan and coordinate patient care and manage its daily operations including daily supervision of Personnel.

25. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

26. ADDITIONAL SERVICES. Agency, through its affiliates, offers additional services including but not limited to Locum Tenens and Advanced Practice Provider Services, Recruitment Process Outsourcing (RPO), Contingent Search and Permanent Search Services. Any such additional services and terms associated with such services shall be included as an amendment to this Agreement.

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IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

Cross Country Staffing, Inc. dba Cross Country Healthcare Services	Client: **Rensselaer County on behalf of Van Rensselaer Manor**
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE

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Exhibit A
RATES AND TERMS

A. RATES. The following rates shall be effective for all working Personnel, new starts, extensions and renewals as of the Effective Date of the Agreement.

DAILY PERSONNEL HOURLY RATES			
DISCIPLINE	**WEEKDAY RATE**	**WEEKEND RATE**	**CRISIS/SURGE RATE**
RN	$68.00	$68.00	N/A
LPN	$58.00	$58.00	N/A
C.N.A.	$38.00	$38.00	N/A

In consideration of the above services, the Client agrees to pay the Agency a sum not to exceed $500,000.00 for the Term of this Agreement

B. ORIENTATION. Client shall orient Personnel to the relevant unit, setting and facility-specific policies and procedures. All Client onsite orientation/assessment/in-service training time will be billable to Client at the applicable Personnel hourly rate listed herein. Such fees will be billed and paid by Client in accordance with the first invoice delivered to Client.

C. MINIMUM GUARANTEE FOR CONTRACT PERSONNEL. For contract Personnel confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client will provide a minimum of eighty (80) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. For contract Personnel confirmed for twelve (12) hour shifts, Client will provide a minimum of seventy-two (72) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. These guaranteed hours do not include any "on-call" time worked by contract Personnel. Client reserves the right to float or reassign contract Personnel to other areas of practice within their clinical competence to fulfill the guaranteed hours.

D. ASSIGNMENT DURATION FOR CONTRACT PERSONNEL. If the contract Personnel hourly rates listed herein are for contract assignments, then such rates are for contract assignments of thirteen (13) weeks or more and include housing costs for contract Personnel placed with Client. the rates listed herein may be adjusted and agreed to between the parties.

E. OVERTIME. Client will be billed for all overtime hours in accordance with the current federal, state and local laws, rules and regulations where such services are being provided. Calculations of overtime will be calculated as required by law. In the event overtime is not required by law, Client will be billed for all hours constituting overtime and calculations of such overtime will be one and one-half (1.5) times the applicable Personnel hourly rate listed herein. For purposes of calculating overtime, the workweek shall commence on Sunday and end the following Saturday.

F. WEEKEND RATES. Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

G. SHIFT DIFFERENTIAL. There will be an additional three dollars ($3) per hour billed to and paid by Client for all evening shift positions and an additional five dollars ($5) per hour billed to and paid by Client for all night and rotating shift positions.

H. HOLIDAYS. Agency's holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other Client designated holidays ("Holiday") will be billed at one and one-half (1.5) times the applicable Personnel hourly rate listed herein (the "Holiday Rate"). The Holiday Rate is in effect for all nine (9), ten (10) and twelve (12) hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all eight (8) hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.

I. CHARGE NURSE. There will be an additional six dollars ($6) per hour billed to and paid by Client for Charge Nurses.

J. INCENTIVISED RATES. Agency may designate certain specialties with an incentivized rate at the time of order at an additional amount above the applicable Personnel hourly rate listed herein. Such incentivized rates shall be used for the duration or extension of such assignment. Agency shall propose such rates including the details of the bill rate change, prior to enacting incentive or high incentive rates and Client shall confirm its approval in writing.

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K. ON CALL. There will be an additional eight dollars ($8) per hour billed to and paid by Client for each Personnel placed on "uncontrolled" on-call status. Client will be invoiced at the applicable Personnel hourly rate listed herein for each Personnel on "controlled" on-call status (required to remain at the facility, etc.).

L. CALL BACK. Client will pay one and one-half (1.5) times the applicable Personnel hourly rate listed herein for all call-back hours worked by a Personnel. The minimum hours invoiced when a Personnel is called into work while on on-call status will be two (2) hours, or in accordance with applicable law, whichever is greater.

M. CANCELLATION OF DAILY PERSONNEL. Client may change or cancel its request for daily Personnel provided Agency is notified at least two (2) hours prior to the start of a shift. If less than two (2) hours' notice is provided, Agency will charge Client four (4) hours at the designated shift and daily Personnel hourly rate. If Personnel cannot be contacted by Agency prior to reporting to Client for work, Client shall either pay Agency for four (4) hours per the rate structure for Personnel in effect at the time of the cancellation or utilize Personnel for four (4) hours. Notwithstanding anything herein to the contrary, in Illinois, Client shall pay Agency an amount equal to four (4) hours of pay for any Personnel confirmed to work a shift but called off; provided, however, that if such Personnel is redirected to another location during the same shift, Client shall pay two (2) hours pay for such call-off plus the time worked.

N. CANCELLATION OF CONTRACT PERSONNEL. In the event a contract assignment is cancelled, Client shall pay out all fees, including the guaranteed hours of such Personnel, associated with such assignment.

O. TERMINATION OF ASSIGNMENT FOR "CAUSE". Client may immediately terminate any Personnel assignment for "cause" upon providing immediate written notice to Agency describing the details surrounding such termination. As used herein, "cause" means any violation of Client's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by Personnel which may have an adverse impact on Client. Client will be billed for all hours worked by any such Personnel up to and including the date of termination.

P. PERSONAL PROTECTIVE EQUIPMENT. All Personal Protective Equipment (PPE) shall be provided by Client to Personnel.

Q. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES FOR CONTRACT PERSONNEL. Agency's hourly billing rates and Client's payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by contract Personnel ("travel expenses"). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any of its Personnel providing services to Client hereunder. Client or Agency may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

Agency shall provide Client with information detailing all such per diem allowances paid for as travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Personnel providing services to Client who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Agency and are available upon request if needed to further substantiate Client's tax deductions for travel expenses. Agency is providing Client with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by Personnel hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at Client's request to allow Client to compare the total cost of Agency's services to its competitors' and it shall in no way reflect treatment of how Agency is paying wages to its Personnel.

R. BREAKS AND REST PERIODS. Client agrees to provide all Personnel with all meal periods, lactation breaks and rest breaks as required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency if Client fails to comply with this requirement.

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EXHIBIT B
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any material issues that would render such Personnel unacceptable to Client or otherwise negatively impact patient health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.

2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.

3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.

4. Client may request a healthcare professional to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

REQUIREMENTS FOR CLINICAL PERSONNEL	REQUIREMENTS FOR NON-CLINICAL PERSONNEL
Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months	Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months
Completed skills checklist	Completed skills checklist
Evidence of COVID Vaccine or Declination	Evidence of COVID Vaccine or Declination
Evidence of Hepatitis B negative or declination and proof of an annual tuberculosis test or chest X-ray	Evidence of Hepatitis B negative or declination
Completed application/work history, including written or verbal verification of two references	Completed application/work history, including written or verbal verification of two references
Agency attestation of a clear criminal background check within the last 18 months (and disclosure statement) – may start with clear complete nationwide scan and pending counties with professional signed attestation	Agency attestation of a clear criminal background check within the last 18 months (and disclosure statement) – may start with clear complete nationwide scan and pending counties with professional signed attestation
Clear OIG and GSA checks and national sex offender	Clear OIG and GSA checks and national sex offender
Job Description	Job Description
	Completed application/work history
Last 12 months experience	
Current nursing license verification in state where located or compact licensure where applicable	
Current CPR card or required ACLS, PALS, NRP, etc. Written verification of unrestricted credentials (if applicable). Compliance with all laws, rules and regulations of New York State Education Department and New York State Department of Health for all specific medical personnel supplied by Agency	

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EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, and its related affiliates (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. **GENERAL**

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (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 ensuring 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 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 Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, and its related affiliates.

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.

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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, 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.

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 full compliance with the relevant 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.

3.5 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.

3.6 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 3.6 must:

3.6.1 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;

3.6.2 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;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 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;

3.6.5 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

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Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 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;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 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;

3.6.11 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

3.6.12 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. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

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3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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).

3.21 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.

3.22 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.

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, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 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

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4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Paragraph , 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.

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.

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.

4.3.3 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.

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. 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 , "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.

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 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.

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, 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

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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**

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.

10. **MISCELLANEOUS**

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity 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
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180
(518) 270-2950
(518) 270-2954 (fax)

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 6551 Park of Commerce Blvd.
Boca Raton, FL 33487

Attention: Susan Ball, General Counsel

Phone: 1-800-873-9182

10.4 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.

10.5 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.6 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.

CROSS COUNTRY STAFFING, INC.		RENSSELAER COUNTY, NEW YORK	
By:	_____	By:	_____
Name:	_____	Name:	Steven F. McLaughlin
Title:	_____	Title:	County Executive
Date:	_____	Date:	_____

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EXHIBIT A TO BUSINESS ASSOCIATE AGREEMENT
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
- Cross Country Staffing, Inc., (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:	
e-Mail:	
Phone Number:	

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Record of Signing

For	Cross Country Staffing, Inc. dba Cross C...
Name	Bessie Petroutsas
Title	Corporate Counsel

Signed on 2024-11-20 21:21:48 GMT

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DocumentID: 02yIz4SJ4ouCPpjDirb7Py
SigningID: 02yIz4SIymCHUdhmny2Qa2
Signing date: 11/20/2024
IP Address: 134.238.204.103
Email: tfazio@crosscountry.com

For	Carl J. Kempf III
Name	APPROVED AS TO FORM
Title	Rensselaer County Attorney

Signed on 2024-11-25 20:18:12 GMT

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SigningID: 02yLoCmZADFh628mbBTp8r
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 20:50:19 GMT

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SigningID: 02yLoze81WAgO7y5Ncmpus
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 20:53:43 GMT

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SigningID: 02yLp4q9VdK1hBTpmrmLmZ
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/5

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - VAN RENSSELAER MANOR

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

WHEREAS, Resolution G/2/25 authorized an agreement with Health Advocates Network for clinical staffing to aid residents of Van Rensselaer Manor for the period of January 1, 2025 through December 31, 2025 in the amount of $700,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Health Advocates Network by increasing the not to exceed amount from $700,000.00 to $1,100,000.00; 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 budgeted appropriations, and the name and address of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	AMENDED AMOUNT
Agency Nurse Staffing 1/1/25 – 12/31/25	Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431	EH.06020.35	$700,000.00	$1,100,000.00

; 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; and, be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

HOSPITAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
EH.06020.35 Agency	$2,100,000	$400,000	$2,500,000
EH.06020.05 Certified Nurse Aide	$6,650,618	($400,000)	$6,250,618

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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 NETWORK 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): Existing 2025 Budget
3) Is this expense program mandated? YES: ☑ NO ☐
4) Length of expense or project (one time only, ongoing, etc.): 01/01/2025 - 12/31/2025
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2025 Adopted Budget.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** January 14, 2025

Resolution No. G/2/25

RESOLUTION AUTHORIZING AGREEMENTS FOR CLINICAL NURSE STAFFING - 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, a staffing agency is utilized to aid in clinical nursing staff to provide personal care to residents at Van Rensselaer Manor; and

WHEREAS, Prime Time HealthCare, LLC and Health Advocates Network, LLC are clinical nursing staffing agencies who are able to provide said services; and

WHEREAS, Van Rensselaer Manor is desirous of entering into an agreement for clinical nurse staffing services with Prime Time HealthCare, LLC and Health Advocates Network, Inc for a term of one year beginning January 1, 2025 through December 31, 2025; and

WHEREAS, The start and end dates of such agreements, 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 names and addresses of the contracting parties are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT NOT TO EXCEED
Agency Nurse Staffing 01/01/25 - 12/31/25	Prime Time HealthCare LLC 15380 Weir St. Omaha, Nebraska 68137	EH.06020.35	$400,000.00
Agency Nurse Staffing 01/01/25 - 12/31/25	Health Advocates Network Inc. 1875 NW Corporate Blvd. Ste 120 Boca Raton, FL 33431	EH.06020.35	$700,000.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
January 14, 2025

Clerk of the Legislature

Sent to County Executive 1/15/25

Received from County Executive 1/15/25

Jessica L. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 1/16/25

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

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

This Amendment takes effect as of **January 1, 2025** 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"; and

WHEREAS, Client and HAN wish to amend the Agreement 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:

DELETE: the $700,000.00 contract ceiling amount listed below:

A. **BILL RATES.** Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:
LPN
CNA
RN

.

In consideration of the above services, CLIENT agrees to pay HAN a sum Not to exceed Seven Hundred Thousand and 00/100 Dollars ($700.000.00) for the term of this Agreement

REPLACE WITH: the contract ceiling amount of $1,100,000.00 as set forth below:

A. **BILL RATES.** Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties

agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:
LPN
CNA
RN

.

In consideration of the above services, CLIENT agrees to pay HAN a sum
Not to exceed One Million One Hundred Thousand and 00/100 Dollars ($1,100,000.00) for the term of this Agreement

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 dates set forth below.

TEMPORARY EMPLOYEE STAFFING AGREEMENT

This Temporary Employee Staffing Agreement ("Agreement") is made and entered into as of **January 1, 2025** (the **"Effective Date"),** by and between HEALTH ADVOCATES NETWORK, INC., a Florida corporation, located at 1875 NW Corporate Blvd, Suite 120, Boca Raton, FL 33431, its successors and assigns **("HAN")** and Rensselaer County on behalf of Van Rensselaer Manor Rehabilitation and Nursing, located at 85 Bloomingrove Drive, Troy, NY 12180 (the **"Client").** HAN and Client are sometimes referred to herein individually as a **"Party"** or collectively as the **"Parties."**

WHEREAS, HAN is engaged in the business of providing workers to perform services for clients on a temporary basis; and

WHEREAS, Client desires to engage HAN to provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

1. Services. HAN agrees to use commercially reasonable efforts to recruit, qualify and supply to Client healthcare professionals, including but not limited to, Registered Nurses, Licensed Practical Nurses, and Allied Professionals, as well as other non-clinical supplemental staff **("Assigned Employees")** on a travel contract, local contract and per diem basis as requested by Client from time to time. HAN shall ensure that Assigned Employees referred to Client meet the qualifications set forth on **Exhibit B** attached hereto. If Client finds any Assigned Employee's qualifications or general work-related behavior lacking, it shall advise HAN within 24 hours of discovering the insufficiency. HAN will make reasonable efforts to replace the Assigned Employee(s) as soon as practicable. It is understood between the Parties that the clinical terms stated under this Agreement shall not be applicable to non-clinical Assigned Employees. HAN will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount or less than required by law, and handle workers' compensation and unemployment claims involving Assigned Employees. HAN shall designate and provide an account manager to Client as needed to process all Assigned Employee job requests and coordinate, manage, and oversee Assigned Employees at Client's facility. HAN shall arrange for substitutes to cover the account manager's absences.

2. Client Duties and Responsibilities. Client shall: (a) inform Assigned Employees of the Client's work to be performed, and Client shall be responsible for its business operations and services; (b) be solely responsible for the supervision and control of Assigned Employees in the course of their work while at Client's location; (c) properly safeguard and control its premises, processes, or systems, and shall not permit Assigned Employees to operate Client's vehicles or mechanical equipment, or entrust them with unattended premises, property, or other valuables, without HAN's express prior written approval; and (d) provide Assigned Employees with a safe worksite and provide appropriate information, training, and safety equipment. Client shall not: (x) include Assigned Employees in Client's benefits plans, policies, or practices, or make any offer or promise relating to Assigned Employee compensation or benefits; or (y) change Assigned Employee job duties without HAN's express prior written approval.

3. Payment for Services. HAN shall invoice Client for services provided in accordance with this Agreement on a weekly basis at the rates set forth in **Exhibit A.** Payment is due thirty (30) days after receipt of the invoice. Invoices will.be accompanied by documentation evidencing time

worked by each Assigned Employee. Client is responsible for approving Assigned Employee timesheets (or such other documentation evidencing each Assigned Employee's time worked) on a weekly basis **("Time Record").** Client's signature on the Time Record certifies that the hours shown are correct, that the work was performed to Client's satisfaction, and that HAN is authorized to bill Client for those hours. If any portion of any invoice is disputed, Client shall pay the undisputed portion as the Parties attempt to resolve any disputed amounts. Client agrees to pay late charges on any unpaid balances after 30 days from the date of invoice at the rate of 1.5% per month or the maximum legal rate, whichever is less.

4. Insurance. At all times during the term of this Agreement, HAN shall, at its sole cost and expense, cover its staffing operations for Client with at least the following types and limits of insurance or other coverage, and shall provide Client with proof of such coverage on Client's request: (a) general liability insurance with limits of $1 million per occurrence and $3 million aggregate and name Client as an additional insured; (b) commercial automobile liability with limits no less than $500,000, combined single limit, arising out of the use of any non-owned or hired automobile, and name Client as an additional insured; (c) professional liability insurance covering any damages caused by an error, omission, or a negligent act within the limits of $1 million per occurrence and $3 million aggregate, and name Client as an additional insured; (d) cyber liability insurance with a limit no less than one million dollars ($1,000,000) per occurrence; and (e) Workers' compensation and employer's liability for HAN's legal and statutory obligations for damages to bodily injuries either by accident or disease, occurring to Assigned Employees as a result of employment. HAN will provide certificates of insurance to Client as evidence that all requested coverage has been obtained and is in full force and effect.

5. Indemnification. To the fullest extent permitted by law, each Party (an **"Indemnifying Party")** agrees to indemnify, defend, and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an**" Indemnified Party"),** harmless from any claims, damages, interest, penalties, and attorneys' fees and costs **("Losses")** to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; and (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. Any person or entity claiming a right to indemnity under this Agreement (the **"indemnitee(s)")** shall notify all entities and persons that it believes may owe a duty to indemnify it (the **"indemnitor(s)")** in writing promptly after receiving notice of a claim, lawsuit, demand, or action or threatened claim, lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a **"Claim")** and provide documentation pertaining to the Claim to the indemnitor's upon request. The indemnitees and indemnitors agree to keep each other reasonably informed regarding the status of any Claim and allow each other reasonable opportunities to participate in the defense and settlement of any Claim, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an indemnitee shall relieve an indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement. The Parties agree that this section constitutes the complete agreement between the Parties with respect to indemnification and each Party waives its right to assert any common law indemnification or contribution claim against the other Party.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL HAN BE LIABLE TO CLIENT FOR ANY INDIRECT , SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS,

WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY OR OTHERWISE, WHETHER OR NOT HAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. Confidentiality. The Parties acknowledge that a Party may receive from the other Party, from time to time, information and/or material which is confidential in nature, including, but not limited to information relating to HAN's candidates, employees, or personnel, information that may be confidential or proprietary as to Client, Client's patients, or Compliance Documentation or Competency Documentation (collectively, the **" Confidential Information").** As a result, the Parties agree to treat as confidential and not to divulge to any third parties any Confidential Information, except to employees, agents, attorneys, accountants, or representatives of the Parties who reasonably need to know the Confidential Information and only as necessary for the performance of services under this Agreement or as otherwise compelled or required by law. In the event a Party provides any such Confidential Information to its employees, agents, or contractors, such Party shall assure that any and all such employees, agents, and/or contractors are obligated in writing to treat such information and/or material as confidential. The Parties agree to use reasonable security measures to protect the other Party's Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and to notify the other Party immediately upon learning of any such breach or improper disclosure of Confidential Information. Nothing herein shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas.

8. EEO Clause. HAN is an Equal Employment Opportunity Employer. Neither Party shall discriminate against any individual, including any Assigned Employee, with respect to his or her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, genetic characteristic, national origin, age, handicap, medical condition, marital status, veteran status, status as a member of the Uniformed Services, or any other status protected by law. The Parties incorporate by reference required federal and state contracting laws and Executive Orders relative to Equal Employment Opportunity and Affirmative Action, including, but not limited to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000), as amended by the Equal Opportunity Act of March 24, 1972, Executive Order 11246, as amended; 41 C.F.R. 60-1.4 (Equal Opportunity Clause); 41 C.F.R. 60-250.4 (Disabled Veteran/Vietnam Veterans); and 41 C.F.R. 60-741.4 (Disabled Persons) . If applicable, the Parties shall abide by the requirements of 41 CFR 60- 300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the Parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Parties also agree to comply with 29 C.F.R. part 470 (Notice of Employee Rights Concerning Payment of Union Dues) and other federal, state, or local notice requirements, to the extent applicable.

9. Access Clause; Compliance with Section 420.302(b.). HAN agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes organizations related to HAN that have a contract with HAN for which the cost or value is $10,000 or more in a 12-month period. Said access shall be limited to a period of six (6) years after the furnishing of services hereunder.

10. Compliance with Applicable Laws, Policies and Standards. HAN agrees to abide by and comply with all applicable local, state, and federal regulatory agency requirements, including, but not limited, to HIPAA, and implementing regulations, and any other local, state and federal laws governing temporary workers or the confidentiality of patient information, standards of The Joint Commission and Occupational Safety and Health Administration regulations as applicable. To the extent provided in advance, HAN and its Assigned Employees shall comply with Client's applicable and lawful bylaws, rules, regulations, policies, and compliance programs, including, but not limited to those related to: conflicts of interest, code of conduct, dress code, equipment, confidentiality, privacy of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and safety. Client

and HAN affirm and agree that for purposes of all statutory and regulatory requirements for employee meal and rest breaks, and leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and HAN shall cooperate in compliance with any such requirements. As Client controls the facilities in which Assigned Employees work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Client's worksite, except as may be otherwise agreed in writing signed by the Parties hereto. Given the nature of Clients' business, the Parties agree that this relationship may meet the requirements established in 45 C.F.R. Part 164 for a business associate agreement. HAN agrees to execute and deliver a business associate agreement upon request by Client.

The Parties acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Assigned Employees, HAN and/or Client and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of this Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If a Client has facilities located in multiple states, then the laws of the state in which that Facility resides shall determine whether any State Staffing Law applies to such facility.

11. Notification of Event, Action, Claim or Investigation. In the event of any event, actual or threatened claim, lawsuit, action, complaint, grievance, or investigation arising out of or relating to services provided by HAN or an Assigned Employee hereunder (an**" Event"),** the Parties shall provide one another with written notice of such Event immediately and, in no event more than five (5) days after such Party knew, or reasonably should have known of such Event. The Parties shall use reasonable efforts to cooperate with any investigation regarding such Event.

12. Independent Nature of Parties. HAN provides services to Client as an independent contractor. As such, Client shall have no responsibilities with respect to compensation of Assigned Employees. Neither Party to this Agreement shall make any commitments, nor incur any charges or expenses for, in the name of the other Party, nor be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between HAN and Client.

13. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter for an initial period of twelve (12) months, unless sooner terminated. This Agreement may be terminated by either Party for any reason or no reason upon 30 days' written notice to the other Party. Notwithstanding the above, either Party may terminate this Agreement, effective upon written notice to the other party (the **"Defaulting Party"),** if the Defaulting Party:
(a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party doesnot cure such breach withinthirty (30) daysafterreceipt of written notice of such breach; or (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is notfully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has 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. Unless termination is due to default, the Parties agree that any current assignments or scheduled assignments will continue under the terms of this Agreement and the assignment confirmation until the expiration of the assignmentconfirmation.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles. The Supreme Court Rensselaer County or Federal Court Northern District of New York shall serve as the sole jurisdiction and venue of any litigation.

15. No Exclusions. HAN represents and warrants to Client that it and any Assigned Employees furnished under this Agreement are fully licensed and duly qualified to practice their profession in the State of New York and: (i) are not excluded, suspended or debarred from, or otherwise

ineligible for, participation in any federal or state healthcare program including, without limitation, Medicare or federal or New York Medicaid, and (ii) have not been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state healthcare program including, without limitation, Medicare or federal or New York Medicaid. HAN shall notify Client immediately in writing of (i) any threatened, proposed or actual exclusion, suspension or debarment, and/or (ii) any conviction of a criminal offense related to conduct that would or could trigger an exclusion of HAN or any Assigned Employees furnished under this Agreement, from any federal or state healthcare program. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if HAN or any Assigned Employee furnished under this Agreement is (i) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state healthcare program (collectively **"exclusion"),** or (ii) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or (iii) if at any time after the Effective Date of this Agreement, Client determines that the representations and warranties of HAN, are or were false, or that HAN is otherwise in violation or breach of this section, Client may terminate this Agreement immediately as of the effective date of any exclusion from any federal or state healthcare program, conviction, or any other violation or breach of this section.

16. Force Majeure. HAN shall not be responsible for any failure or delay under this Agreement if such failure or delay is due to strikes, fires, natural disasters, pandemics, or any other acts, causes or occurrences beyond the control of HAN.

17. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below, or on the date emailed if emailed to the designated email before 5:00 p.m. Eastern Time. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: Van Rensselaer Manor Rehabilitation and Nursing	**To:** Health Advocates Network, Inc.
Attn: Christopher Maloney, Comptroller	Attn: Legal Department
Address : 85 Bloomingrove Dr.	Address: 1875 NW Corporate Blvd,
City, State, Zip: Troy, NY 12180	Suite 120 Boca Raton, FL 33431
Email: cmaloney@rensco.com	Email: legal@hanstaff.com

18. Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive any termination or expiration of this Agreement.

19. Miscellaneous.

19.1 Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

19.2 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

19.3 Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer , or other conveyance in violation of the foregoing shall be null and void and shall not relieve the assigning Party of any of its obligations hereunder. Notwithstanding the foregoing, HAN may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Client to: one or more of its wholly owned subsidiaries or affiliates; and an entity that acquires all or substantially all of the business or assets of HAN to which this Agreement pertains, whether by merger,

reorganization, acquisition, sale, or otherwise. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by a Party of any of the provisions hereof shall 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 shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. 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.

19.6 This Agreement, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

19.7 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

19.8 Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

EXHIBIT A

A. BILL RATES. Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:	Standard Rates:
LPN	$57.00
CNA	$38.00
RN	$85.00

In consideration of the above services, CLIENT agrees to pay HAN a sum Not to exceed Seven Hundred Thousand and 00/100 Dollars ($700.000.00) for the term of this Agreement

The Parties will confirm via email any instance where an incentivized Rate applies.

B. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates do not include, if applicable, state, and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by the Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to HAN.

C. ORIENTATION. Assigned Employees receive an orientation to HAN's policies and procedures. It is the responsibility of Client to orient Assigned Employees to: (i) Client's rules, regulations, policies, and procedures, including dress code; (ii) acquaint Assigned Employees with the facility, including physical layout and equipment; and (iii) validate competency and ability of Assigned Employees to properly use equipment.

D. OVERTIME. Client acknowledges and agrees that Assigned Employees are entitled to premium payment for overtime compensation as required under applicable federal, state, or local law. Client will be billed 1.5 times the Hourly Base Bill Rate for all overtime hours in accordance with the current state and federal laws, rules, and regulations where such services are being provided. In the event overtime is not required by law, calculations of overtime will be 1.5 times the rates listed herein. HAN acknowledges and agrees that it is solely responsible for ensuring all hours worked by Assigned Employees are paid at the legally required rate.

E. HOLIDAYS. Client's holidays, including New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be billed at 1.5 times the applicable Hourly Base Bill Rate (the "**Holiday Rate").** The Holiday Rate is in effect for all 9-, 10- and 12-hour shifts from 7pm on the eve of the holiday to 7 pm on the night of the holiday with the exception of Christmas and New Year's, which will be in effect starting at 3pm on the eve of the holiday. For all other shifts, including 8-hour shifts, the Holiday Rate is in effect from 11 pm on the eve of the holiday to 11 pm on the night of the holiday.

F. INCENTIVIZED RATES. The Parties may designate certain Specialties with an incentivized rate at the time of order above the Base Hourly Bill Rate **("incentivized Rates").** incentivized Rates may be used in instances where there is less than adequate time to fill a position or there is a unique demand for a particular specialty requiring incentivized Rates to attract candidates. Such incentivized Rates shall be used for the duration or extension of such assignment. Either Party may propose such rates including the details of the bill rate change,

prior to enacting incentivized Rates and Client shall confirm its approval in writing by email confirmation.

G. ON CALL. Client will be invoiced for and will pay $8.00 per hour for all Assigned Employees placed on On-Call status.

H. CALL BACK. Client will pay 1.5 times the Hourly Base Bill Rate for all call-back hours worked by Assigned Employees. In the event an Assigned Employee works call-back hours in excess of forty (40) hours for that workweek (whether regular or call-back hours), such Assigned Employee shall be paid in accordance with overtime rates for any hours worked in excess of forty hours per workweek. The minimum hours invoiced when an Assigned Employee is called into work while on "On-Call" status will be two (2) hours, or in accordance with Client's policy, whichever is greater.

I. BREAKS AND REST PERIODS. Client agrees to schedule and supervise all Assigned Employees while on assignment with Client and provide all Assigned Employees with all meal periods and rest breaks required by law. Client shall reimburse HAN for any costs, including penalties incurred by HAN should Client fail to comply with this requirement.

J. WORKWEEK. The workweek is defined as Sunday through Saturday.

K. TERMINATION OF ASSIGNED EMPLOYEE WITH "CAUSE". Assigned Employees may be terminated for "cause" upon notification from Client. As used herein, "cause" means any violation of Client's written policies, insubordination , poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by the Assigned Employee which may have an adverse impact on the Client. Client will be billed for all hours worked by any such Assigned Employee up to and including such termination.

L. MINIMUM GUARANTEE.

a) **Contract Assigned Employees.** Assignments for Contract Assigned Employees are to be set forth in an assignment confirmation, which will designate the shift times, workdays, and minimum guaranteed hours per week. Client reserves the right to cancel, without penalty, two (2) shifts per contract assignment/extension for any assignment confirmation or extension 13-weeks or greater in duration. Any guaranteed hours not met shall be paid by Client at such Assigned Employee's Hourly Base Bill Rate. Guaranteed hours do not include any "On-Call" time worked. Client reserves the right to float or reassign Clinical Contract Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours and within ten (10) miles of their originally assigned facility.

b) **Per Diem Assigned Employees.** Client will provide Per Diem Assigned Employees a minimum of four (4) hours per shift. Client reserves the right to float or reassign Clinical Per Diem Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours. If Client has a late request - meaning a request within two (2) hours prior to the start of a shift - Client will be billed for the entire shift, regardless of whether or not the Assigned Employee works the entire shift due to late arrival.

-

M. CANCELLATIONS.

a) Clinical Contract Assigned Employees.

i. Without cause, after an assignment's commencement, Client may cancel a Clinical Contract Assigned Employee assignment with fourteen (14) days advance written notice.

ii. Client may cancel a Clinical Contract Assigned Employee's assignment, without penalty, if the cancellation notice is provided fifteen (15) days or greater prior to the assignment start date. Client may cancel a Clinical Contract Assigned Employee's assignment with a two (2) week cancellation penalty, consisting of the minimum guaranteed hours for two (2) weeks, if the notice of cancellation is provided within fourteen (14) days prior to the assignment start date.

b) Per Diem Assigned Employees. Client may cancel its request for Per Diem Assigned Employees provided HAN is notified at least four (4) hours prior to the start of the shift. Should Client cancel a shift with less than four (4) hours' notice, Client shall be charged two (2) hours at the Assigned Employee's Hourly Base Bill Rate. If the Assigned Employee cannot be contacted by HAN due to Client's late cancel, and the Assigned Employee reports to the scheduled shift, Client will either: (i) pay HAN for four (4) hours at the Assigned Employee's Hourly Base Bill Rate; or (ii) utilize the Assigned Employee for a minimum of four (4) hours.

EXHIBIT B

Pre-Employment Screening. HAN shall conduct the following pre-employment screening at a minimum for each Assigned Employee, which shall be included in the Bill Rate:

- Social Security Number Verification
- National Criminal Record File
- Felony including Misdemeanor when Statewide not available) 7- year residence history based on given address(es) and those developed from SSNV - One name included
- Drug Screen
- Two (2) professional reference checks
- Interview to assess candidate meets skills and experience required from the job description provided
- Education of the Assigned Employee on the Core Mandatories, to include HIPAA and OSHA compliance training
- With respect to Clinical Assigned Employees, appropriate competency testing, health requirements and license and certification verification

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York (hereinafter referred to as "Covered Entity"), and Health Advocates Network, Inc. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship with Business Associate that is attached to this agreement (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 ensuring 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 **Health Advocates Network, Inc.**

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 in the Underlying Agreement. Moreover, the provisions of HIPAA 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 full compliance with the relevant 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.

3.5 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.

3.6 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 3.6 must:

3.6.1 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;

3.6.2 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;

3.6.3 Be in substantially the same form as Exhibit A hereto;

3.6.4 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;

3.6.5 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);

3.6.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

3.6.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.6.8 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;

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 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;

3.6.11 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

3.6.12 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. 6.4 – III. 6.11 above.

3.7 Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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).

3.21 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.

3.22 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.

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, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

4.2.2 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

4.2.3 If neither termination nor cure is feasible, report the violation to the Secretary.

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.

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.

4.3.3 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.

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. 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 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 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.

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, 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.

9. 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 HIPAA 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.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity 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: 1875 NW Corporate Blvd., Suite 120, Boca Raton, Florida 33431
Attention: Andrew S. Goldwyn
Phone: 518 278-4310

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 of New York, without regard to choice of law principles.

10.6 Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

10.7 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.6 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Health Advocates Network, Inc., (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 Health Advocates Network, Inc.
Name Diana Reihs
Title Corporate Paralegal

Signed on 2025-01-21 19:22:05 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysH9YCRNgC0MulGj47Bj
Signing date: 1/21/2025
IP Address: 104.10.13.58
Email: diana.reihs@hanstaff.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney

Signed on 2025-01-21 20:12:11 GMT

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DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysINm9qumfffVsHsiajn
Signing date: 1/21/2025
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title

Signed on 2025-01-21 20:54:38 GMT

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DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysJQLqMh8xsTZYxHj58H
Signing date: 1/21/2025
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive

Signed on 2025-01-23 14:07:12 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ytI6U8d8YTJoYp9K0r32
Signing date: 1/23/2025
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/8

RESOLUTION AUTHORIZING AGREEMENTS 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, 2025 through April 30, 2026; 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 $65,000.00; 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:
October 14, 2025

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:$__30,000.00_ 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 $___30,000.00___ 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, 2025 thru April 30, 2026

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:

_____

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

2024-2025 SNOW & ICE COUNTY ROADS AGREEMENTS

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 & DAYFOOT ROAD	FROM NYS RTE 2 TO 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

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County, on behalf of the Highway Department, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and located at , 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, plow and sand their local roads; and

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

WHEREAS, Resolution Number _____ 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
		Total	

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, 2021 and shall terminate on April 30, 2022.

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, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/9

RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS — HIGHWAY DEPARTMENT

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

WHEREAS, Bids for the purchase of blades and shoes for snowplows and leveling wings have been solicited and are acceptable based upon the specifications, and the desired agreements for one year with two (2) additional one year renewal periods, which may be increased by the lesser of three percent (3%) or the annual percent increase in the Consumer Price Index (CPI) for the immediately preceding year, if mutually agreeable, provided all vendors continue to meet specifications; and

WHEREAS, Selection of the vendor will be based upon lowest cost and availability to the County; and

WHEREAS, The start and end dates of such contracts, 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 names and addresses of the contracting parties are as follows:

DESCRIPTION/DATES	VENDOR	APPROPRIATION CODE	ESTIMATED AMOUNT
Bid No. 25-27 BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS (11/1/25-10/31/26)	Northern Supply, Inc. PO Box 69 2959 Ashman Rd. Bloomfield, NY 14469	DM.5130.04500	$15,000.00
Bid No. 25-27 BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS (11/1/25-10/31/26)	Chemung Supply Corp. PO Box 527 Elmira, NY 14902	DM.5130.04500	$10,000.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above described materials.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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 THE EXECUTION OF CONTRACTS FOR THE PURCHASE OF BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS**
Requestedby:_____Highway_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$____10,000.00_____ current year
$__15,000.00__ongoing expenses

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 $___10,000.00_____ and ongoing $___15,000_____

   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.):_____

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: To purchase snow plow blades and shoes for the County Highway plow truck fleet.

Department Head:

_____

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS –
Rensselaer County Highway Department

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 11:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein and re-bid, if necessary, when it appears to be in the County's best interest. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: August 15, 2025
Bid No.: RFB-25-27
Page: 1

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

   White - Bid Invitation
   Blue - Bidder Information
   Green - Bid Specifications
   (COMPLETE & RETURN) → White - Official Bid form
   (COMPLETE & RETURN) → White - Certification of Compliance: Local Law #2
   (COMPLETE & RETURN) → White - Non-Collusive Practices Statement
   (COMPLETE & RETURN) → Gold - Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Office Building
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING REQUIREMENTS

All inquiries regarding technical bid specifications should be directed to:

Rensselaer County Highway Department, 124 Bloomingrove Drive, Troy, New York 12180
Office Hours of Operation: Monday through Friday, 8:30 a.m. to 4:30 p.m. (EST).
Main Office Phone Number: (518) 283-0973

AWARD BASIS: Open-end awards will be made to Vendors meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Selection shall be based upon the lowest costs to the County. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

BID SURETY: No Bid Surety required for this bid.

CONTRACT PERIOD: The contract shall be for a period of one year from the date stated in the Award Letter. The contract may be extended for two (2) additional one (1) year renewal periods increased by the annual percent increase in the Consumer Price Index (CPI). Renewal is subject to mutual agreement of the Vendor and Rensselaer County and is based upon satisfactory performance during previous contract periods. Rensselaer County reserves the right to request additional verification of increases wherever it deems necessary.

CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein.

DELIVERY: Prices quoted shall be net F.O.B. to the County Highway Garage in North Greenbush. All bid pricing must include the cost of delivery. Delivery must be made within fifteen (15) business days of purchase order date.

PRODUCT INFORMATION: To obtain additional information regarding technical specifications of bid items, including a template of the skid shoes (Category I, Item C), or to make arrangements to examine the type of shoes and blades currently being used, please contact the Rensselaer County Highway Department, 124 Bloomingrove Drive, Troy, New York 12180, Office Hours of Operation: Monday through Friday, 8:30 a.m. to 4:30 p.m. (EST), Main Office Phone Number: (518) 283-0973.

SAMPLES: Vendors should be prepared to submit samples of the products offered within five (5) business days from notification by the Rensselaer County Highway Department.

QUANTITIES: Quantities listed in bid specifications are estimated. The contract will be for ACTUAL items ordered during the contract period.

ORDER PLACEMENT / PAYMENT: Orders for bid items and subsequent payment shall be in accordance with Rensselaer County Purchasing Procedures and accounting practices.

The Highway department shall forward purchase order(s) for bid items to the successful vendor(s) and the vendor(s) shall deliver those items to the Highway Department and invoice that same department. Vendors may not combine Rensselaer County departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each department as a separate account.

Deliveries that do not identify the specific department (Highway) that has placed the order may be returned to the vendor at the vendor's expense. There shall be no penalty to Rensselaer County for expenses incurred due to incorrectly addressed deliveries.

ADDITIONAL BIDDING REQUIREMENTS

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources or Government Purchasing Cooperatives if pricing is lower than this bid's pricing.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

TECHNICAL SPECIFICATIONS

BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS

The materials to be purchased below are for use on the County snowplows and leveling wings. Materials furnished must be compatible with equipment owned by the County. It is the vendor's responsibility to ensure that bolt size and spacing is compatible with the equipment owned by the County. Samples of the type of shoes and blades needed by the County are available for examination at the County Garage, if any questions exist as to what the specification below describes.

CATEGORY I

Item A. ***Cast Shoes for Snowplows and Leveling Wings***
Must have a Brinell Hardness greater than 400 but less than 500. For installation of Frink or Viking Snowplows and Wings. Special pattern N.F.W. Wing and Shoe to weigh 33 pounds. 8" on center, vertical slots.

Item B. ***Leveling Wing Blades***
To be fabricated of C-1090 Steel stock, six (6) inches wide. Brinell Hardness greater than 250 but less than 375. - 5/8" thickness. 8" on center, 11/16" punch.

Item C. ***Skid Shoes (Note: If Skid Shoes come widthwise they will be sent back at the Sellers expense.)***
Banana boat plow frame Skid shoes, carbide inserts - run lengthwise. Shoes must have three (3) carbide inserts, silver braised in show running lengthwise with the sole of the shoe. The hole dimensions are 13/16" (width) x 1-1/4" (length) slots, 17" on center.

Item D. ***Rubber Stop Blocks***
Rubber stop blocks for 4-way plow blades.

OFFICIAL BID FORM

Rensselaer County: Date of submission of bids up to and including 11:00 a.m. Tuesday, September 9, 2025 after which time all bids received will be opened and read aloud.

BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS

Product	Unit Price		EST. QTY.		Total Price
CATEGORY I					
Item A - Cast Shoes for Snow Plows and Leveling Wings					
- Cast wing shoes, 8" on center, vertical slots (Viking)	_____	x	60	=	_____
- Cast wing shoes, 8" on center (New Style, Everest, Viking Wings)	_____	x	60	=	_____
- Nose pieces for use with Viking, Frink, Everest, Tenco front plows	_____	x	60	=	_____
- 4 Way Cast Plow Shoes	_____	x	60	=	_____
Item B - Leveling Wing Blades					
- 17 Bolt Holes Vikiing wing, holes 8" on center, 11/16" square punch (see template), 132" long	_____	x	60	=	_____
Item C- Skid Shoes					
- Banana boat plow frame skid shoes, carbide inserts - run lengthwise	_____	x	40	=	_____
- Viking, Everest plow frame skid shoes, carbide inserts	_____	x	40	=	_____
Item D- Rubber Stop Blocks					
- Rubber Stop Blocks for a 4 Way plow	_____	x	40	=	_____

Total Bid Price Category I (Items A+B+C+D) $ _____

- Vendors must sign and return both the Local Law #2 and Non-Collusive forms.
- Quantities listed in the bid specifications are estimated. The contract will be for ACTUAL items ordered during the contract period.

Bidder _____ Federal Tax ID# _____

Address _____ City _____ State _____ Zip _____

Signature _____ Title _____

Date _____ Phone _____ Fax _____

Email Address _____

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 the Rensselaer County Government Center, 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" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ___/___/___
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
99 TROY ROAD, 4th FLOOR
EAST GREENBUSH, NEW YORK 12061

NON-BIDDER RESPONSE

The Rensselaer County Bureau of Central Services is interested in the reasons why bidders fail to submit bids. By returning this form, your firm will remain on the vendor list for future bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

_____ Could not meet Scope of Services.

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Insurance requirements too restricting.

_____ Bond requirements too restricting.

_____ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)

_____ Project not suited to firm.

_____ Quantities too small.

_____ Other reasons; please explain in detail:_____

_____

_____

_____

_____

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Phone: _____ Fax:_____ E-mail:_____

THANK YOU.

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

BID NO.: RFB-25-27

DESCRIPTION: Blades & Shoes for Snowplows & Leveling Wings - Highway Department

OPENING DATE: Tuesday, 9/9/25

TIME: 11:00 a.m.

'25 SEP 9 11:01 AM

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID
Northern Supply Inc	✓	✓	$49,980.00
Chemung Supply Corp	✓	✓	$50,970.00
Valk Manufacturing			NO Bid

OFFICIAL BID FORM

Rensselaer County: Date of submission of bids up to and including 11:00 a.m. Tuesday, September 9, 2025 after which time all bids received will be opened and read aloud.

BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS

Product	Unit Price		EST. QTY.		Total Price
CATEGORY I					
Item A - Cast Shoes for Snow Plows and Leveling Wings					
- Cast wing shoes, 8" on center, vertical slots (Viking)	$37.00	x	60	=	$2,220.00
- Cast wing shoes, 8" on center (New Style, Everest, Viking Wings)	$37.00	x	60	=	$2,220.00
- Nose pieces for use with Viking, Frink, Everest, Tenco front plows	$48.00	x	60	=	$2,880.00
- 4 Way Cast Plow Shoes	$120.00	x	60	=	$7,200.00
Item B - Leveling Wing Blades					
- 17 Bolt Holes Vikiing wing, holes 8" on center, 11/16" square punch (see template), 132" long	$187.50	x	60	=	$11,250.00
Item C- Skid Shoes					
- Banana boat plow frame skid shoes, carbide inserts - run lengthwise	$285.00	x	40	=	$11,400.00
- Viking, Everest plow frame skid shoes, carbide inserts	$285.00	x	40	=	$11,400.00
Item D- Rubber Stop Blocks					
- Rubber Stop Blocks for a 4 Way plow	$60.00	x	40	=	$2,400.00
Total Bid Price Category I (Items A+B+C+D)					$ 50,970.00

- Vendors must sign and return both the Local Law #2 and Non-Collusive forms.
- Quantities listed in the bid specifications are estimated. The contract will be for ACTUAL items ordered during the contract period.

Bidder Chemung Supply Corp Federal Tax ID# 16-0380890

Address 2420 Corning Rd City Elmira State NY Zip 14903

Signature Title Vice President

Date 08/15/25 Phone 607-733-5506 Fax 607-732-5379

Email Address cperine@chemungsupply.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 the Rensselaer County Government Center, 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" -

Chemung Supply Corp
(Name of Vendor/Company)

Carl H Perine, Vice President
(Person authorized to sign & Title)

2420 Corning Rd
(Street or Box Number)

Elmira NY 14903
(City, State, Zip Code)

(Authorized Signature)

08/ 15 / 25
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____ **DATED:** 08/15/25

TITLE: Carl H Perine, Vice President **FIRM:** Chemung Supply Corp

SUBMIT THIS FORM WITH YOUR BID

OFFICIAL BID FORM

Rensselaer County: Date of submission of bids up to and including 11:00 a.m. Tuesday, September 9, 2025 after which time all bids received will be opened and read aloud.

BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS

Product	Unit Price		EST. QTY.		Total Price
CATEGORY I					
Item A - Cast Shoes for Snow Plows and Leveling Wings					
- Cast wing shoes, 8" on center, vertical slots (Viking)	80.00	x	60	=	4800.00
- Cast wing shoes, 8" on center (New Style, Everest, Viking Wings)	75.00	x	60	=	4500.00
- Nose pieces for use with Viking, Frink, Everest, Tenco front plows	65.00	x	60	=	3900.00
- 4 Way Cast Plow Shoes	85.00	x	60	=	5100.00
Item B - Leveling Wing Blades					
- 17 Bolt Holes Vikiing wing, holes 8" on center, 11/16" square punch (see template), 132" long	198.00	x	60	=	11,880.00
Item C- Skid Shoes					
- Banana boat plow frame skid shoes, carbide inserts - run lengthwise	240.00	x	40	=	9600.00
- Viking, Everest plow frame skid shoes, carbide inserts	210.00	x	40	=	8400.00
Item D- Rubber Stop Blocks					
- Rubber Stop Blocks for a 4 Way plow	45.00	x	40	=	1800.00
Total Bid Price Category I (Items A+B+C+D)					$ 49,980.00

- Vendors must sign and return both the Local Law #2 and Non-Collusive forms.
- Quantities listed in the bid specifications are estimated. The contract will be for ACTUAL items ordered during the contract period.

Bidder NORTHERN SUPPLY INC Federal Tax ID# 16-1202117

Address PO BOX 69 2959 ASHMAN RD City BLOOMFIELD State NY Zip 14469

Signature [signature] Title V.P.

Date 8-25-25 Phone 585 657 6700 Fax 585 657 7874

Email Address BOB@NORTHERNSUPPLYINC.COM

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

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STATE OF NEW YORK

COUNTY OF RENSSELAER

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- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

NORTHERN SUPPLY INC
(Name of Vendor/Company)

ROBERT CONDELLO, VP
(Person authorized to sign & Title)

PO BOX 69 2959 ASHMAN RD
(Street or Box Number)

BLOOMFIELD NY 14469
(City, State, Zip Code)

(Authorized Signature)

8/25/25
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____ DATED: 8-25-25

TITLE: V.P. FIRM: NORTHERN SUPPLY INC

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
99 TROY ROAD, 4th FLOOR
EAST GREENBUSH, NEW YORK 12061

'25 SEP 5 9:39AM

NON-BIDDER RESPONSE

The Rensselaer County Bureau of Central Services is interested in the reasons why bidders fail to submit bids. By returning this form, your firm will remain on the vendor list for future bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ✓ Could not meet Scope of Services.
- _____ Items or materials requested not manufactured by us or not available to our company.
- _____ Insurance requirements too restricting.
- _____ Bond requirements too restricting.
- _____ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- _____ Project not suited to firm.
- _____ Quantities too small.
- ✓ Other reasons; please explain in detail: Due to current tariffs, we cannot hold prices for (1) year. Additionally, we cannot guarantee (15) day delivery

Vendor Name: Valk Manufacturing Company
Contact Person: Jamie Morris
Vendor Address: PO Box 428, New Kingstown, PA 17072
Phone: 717-766-0711 Fax: 717-697-6297 E-mail: adminassistant@valkmfg.com

THANK YOU.

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/10

RESOLUTION AUTHORIZING CONTRACTS FOR HIGHWAY EQUIPMENT RENTAL WITH OPERATOR – HIGHWAY DEPARTMENT

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

WHEREAS, Bids for highway equipment rental with operator have been solicited and are acceptable based upon the specifications; and

WHEREAS, The proposed bid awards are for one year from the date of contract award with the option to extend by mutual consent, provided the contractors continue to meet specifications; and

WHEREAS, Selection of the vendors is based upon lowest cost and availability to the County; and

WHEREAS, The start and end dates of such contracts, 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 names and addresses of the contracting parties are as follows:

DESCRIPTION AND DATES	**VENDOR**	**APPROPRIATION CODES**	**ESTIMATED AMOUNT**
Bid No. 25-26 Hwy. Equipment Rental with Operator (Items 1 – 7) 10/1/25 – 9/30/26	Warren W. Fane, Inc. 62 Leversee Road Troy, NY 12182	D.5110.04500 D.5112.04500 D.5112.04800 D.5120.04500	$ 60,000.00
Bid No. 25-26 Hwy. Equipment Rental with Operator (Items 1-6,9,12) 10/1/25 – 9/30/26	Valley Paving & Construction, Inc. P.O. Box 262 Valley Falls, NY 12185	D.5110.04500 D.5112.04500 D.5112.04800 D.5120.04500	$ 60,000.00

DESCRIPTION AND DATES	**VENDOR**	**APPROPRIATION CODES**	**ESTIMATED AMOUNT**
Bid No. 25-26 Hwy. Equipment Rental with Operator (Items 9,12) 10/1/25 – 9/30/26	All States Construction DBA Gorman Construction 1473 Erie Blvd., Suite 301 Schenectady, NY 12305	D.5110.04500 D.5112.04500 D.5112.04800 D.5120.04500	$ 60,000.00

; now, therefore, be it

RESOLVED, That all other Rensselaer County Departments are authorized to purchase from the above-noted contracts, provided that purchases do not exceed budgeted appropriations; and, be it further

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders with the above vendors for the above described machinery and services.

RESOLVED, That for the purposes of Section 3.03 of the Rensselaer County Charter, the authorization hereby provided shall be retroactive to the actual date that materials and/or services were provided.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: HEAVY EQUIPMENT WITH OPERATOR

Requested by:_____HIGHWAY DEPT_____

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $_____60,000_____ current year
$____120,000_____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 $____30,000_____ and length of time state funding is available _____3/31/26_____. Is it available for ongoing expenses? Yes __XX_ 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 $___30,000_____ and ongoing $_____120,000_____

   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.): ____ongoing_____

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Equipment rental with operator is used only when needed. The services would be incurred on road construction or bridge projects, and thus would be CHIPS reimbursed.

Department Head:

_____

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

'25 SEP 9 10:01AM

BID NO.: RFB-25-26

DESCRIPTION: Rental of Heavy Equipment With Operator - Highway Department

OPENING DATE: Tuesday, 9/9/25

TIME: 10:00 a.m.

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID
Warren W. Fane Inc	✓	✓	On file
All States Construction	✓	✓	On file
Valley Paving & Construction	✓	✓	On file

AllStates / Gorman

OFFICIAL BID FORM

RENTAL OF HEAVY EQUIPMENT WITH OPERATOR

Rensselaer County:
Date and submission of bids up to and including 10:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

ENTER BID RATES FOR EQUIPMENT THAT IS BEING BID ON THE APPROPRIATE LINE.

BE SURE THAT THE EQUIPMENT OFFERED CONFORMS TO THE TECHNICAL SPECIFICATIONS AND RATES INCLUDE A QUALIFIED OPERATOR.

BID ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY
1.	Excavator 322 Caterpillar (or equal) with operator	NB	NB	NB
2.	Bulldozer D5M Caterpillar (or equal) with operator	NB	NB	NB
3.	Caterpillar 225 LC (or equal) with operator	NB	NB	NB
4.	Excavator Link Belt 3400 (or equal) with operator	NB	NB	NB
5.	Truck Tandem (GVW 66,000) Min 14 cubic yard body with operator	NB	NB	NB
6.	Link Belt 330 Excavator with 7500# hammer and operator.	NB	NB	NB
7.	Caterpillar Model 623 self-propelled elevating scraper and operator.	NB	NB	NB
8.	National Crane 800 Series (or equal) 40-ton, truck-mounted crane and operator.)	NB	NB	NB
9.	Paver 8' Highway Paver with crew (1 paver operator, 2 screed operators)	$10,500.00	$48,000.00	$176,000.00
10.	Gradall 3100 XL (or equal) Truck Mounted Telescopic Boom Excavator with operator.	NB	NB	NB
11.	Road Widener Midland SP10 (or equal) 10 foot spread, 100 HP min self-propelled and operator	NB	NB	NB
12.	Asphalt Roller 10 Ton, vibratory roller and operator.	$3600.00	$ 18,000.00	$64,000.00
13.	Potable Crusher to crush millings 1.5" or less	NB	NB	NB

OFFICIAL BID FORM

RENTAL HEAVY EQUIPMENT WITH OPERATOR

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Date and submission of bids up to and including 10:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

- **Bidders may bid a single item or any number of the items. PARTIAL BIDS WILL BE ACCEPTED AND ARE ENCOURAGED FROM CONTRACTORS WHO DO NOT HAVE ALL OF THE EQUIPMENT SPECIFIED.**
- **This bid is subject to NYS Department of Labor Prevailing Wage PRC#2025010142.**

Bidder All States Construction, Inc., dba Gorman Construction Federal Tax ID # 04-2216868

Address 1473 Erie Blvd., Suite 301 City Schenectady State NY Zip 12305

Authorized Signature Print Name Dane Mellon

Date 9/9/25 Phone 518-462-5401 Fax 518-462-1296

Email: dmellon@asmg.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 the Rensselaer County Government Center, 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" -

All States Construction, Inc., dba Gorman Construction
(Name of Vendor/Company)

Dane Mellon, Sales Manager
(Person authorized to sign & Title)

1473 Erie Blvd., Suite 301
(Street or Box Number)

Schenectady, NY 12305
(City, State, Zip Code)

(Authorized Signature)

9 / 9 / 25
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____ DATED: 9/9/2025

TITLE: Dane Mellon, Sales Manager FIRM: All States Construction, Inc., dba Gorman Construction

SUBMIT THIS FORM WITH YOUR BID

Warren Fane

OFFICIAL BID FORM

RENTAL OF HEAVY EQUIPMENT WITH OPERATOR

Rensselaer County:
Date and submission of bids up to and including 10:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

ENTER BID RATES FOR EQUIPMENT THAT IS BEING BID ON THE APPROPRIATE LINE.

BE SURE THAT THE EQUIPMENT OFFERED CONFORMS TO THE TECHNICAL SPECIFICATIONS AND RATES INCLUDE A QUALIFIED OPERATOR.

BID ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY
1.	Excavator 322 Caterpillar (or equal) with operator	2,200.00	11,000.00	44,000.00
2.	Bulldozer D5M Caterpillar (or equal) with operator	2,000.00	10,000.00	40,000.00
3.	Caterpillar 225 LC (or equal) with operator	2,400.00	12,000.00	48,000.00
4.	Excavator Link Belt 3400 (or equal) with operator Long Reach	2,500.00	12,500.00	50,000.00
5.	Truck Tandem (GVW 66,000) Min 14 cubic yard body with operator	1,650.00	8,250.00	33,000.00
6.	Link Belt 330 Excavator with 7500# hammer and operator.	3,000.00	15,000.00	60,000.00
7.	Caterpillar Model ~~623~~ 615 self-propelled elevating scraper and operator.	2,900.00	14,500.00	58,000.00
8.	National Crane 800 Series (or equal) 40-ton, truck-mounted crane and operator.)	NB	NB	NB
9.	Paver 8' Highway Paver with crew (1 paver operator, 2 screed operators)	NB	NB	NB
10.	Gradall 3100 XL (or equal) Truck Mounted Telescopic Boom Excavator with operator.	NB	NB	NB
11.	Road Widener Midland SP10 (or equal) 10 foot spread, 100 HP min self-propelled and operator	NB	NB	NB
12.	Asphalt Roller 10 Ton, vibratory roller and operator.	NB	NB	NB
13.	Potable Crusher to crush millings 1.5" or less	NB	NB	NB

OFFICIAL BID FORM

RENTAL HEAVY EQUIPMENT WITH OPERATOR

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Date and submission of bids up to and including 10:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

- **Bidders may bid a single item or any number of the items. PARTIAL BIDS WILL BE ACCEPTED AND ARE ENCOURAGED FROM CONTRACTORS WHO DO NOT HAVE ALL OF THE EQUIPMENT SPECIFIED.**
- **This bid is subject to NYS Department of Labor Prevailing Wage PRC#2025010142.**

Bidder Warren W Fane Inc Federal Tax ID # 14-1663427

Address 62 Leversee Road City Troy State NY Zip 12182

Authorized Signature Gregg Fane Print Name Gregory Fane

Date 9/8/25 Phone 518-235-5531 Fax 518-235-1064

Email: gfane@wwfane.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 the Rensselaer County Government Center, 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" -

Warren W Fane Inc
(Name of Vendor/Company)

Gregory Fane Project Manager
(Person authorized to sign & Title)

62 Leversee Road
(Street or Box Number)

Troy, NY 12182
(City, State, Zip Code)

Gregory Fane — 9,8,25
(Authorized Signature) — (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: Gregory Fore DATED: 9/8/25

TITLE: Project Manager FIRM: Warren W Fore Inc

SUBMIT THIS FORM WITH YOUR BID

Valley Paving

OFFICIAL BID FORM

RENTAL OF HEAVY EQUIPMENT WITH OPERATOR

Rensselaer County:
Date and submission of bids up to and including 10:00 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

ENTER BID RATES FOR EQUIPMENT THAT IS BEING BID ON THE APPROPRIATE LINE.

BE SURE THAT THE EQUIPMENT OFFERED CONFORMS TO THE TECHNICAL SPECIFICATIONS AND RATES INCLUDE A QUALIFIED OPERATOR.

BID ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY
1.	Excavator 322 Caterpillar (or equal) with operator	$ 2200	$ 8800	$ 30,800
2.	Bulldozer D5M Caterpillar (or equal) with operator	$ 2500	$ 10,000	$ 35,000
3.	Caterpillar 225 LC (or equal) with operator	$ 3000	$ 12,000	$ 39,000
4.	Excavator Link Belt 3400 (or equal) with operator	$ 3580	$ 14,000	$ 44,000
5.	Truck Tandem (GVW 66,000) Min 14 cubic yard body with operator	$ 1206	$ 6,000	$ 24,000
6.	Link Belt 330 Excavator with 7500# hammer and operator.	$ 3500	$ 14,000	$ 44,000
7.	Caterpillar Model 623 self-propelled elevating scraper and operator.			
8.	National Crane 800 Series (or equal) 40-ton, truck-mounted crane and operator.)			
9.	Paver 8' Highway Paver with crew (1 paver operator, 2 screed operators)	$ 8,000	$ 40,000	$ 160,000
10.	Gradall 3100 XL (or equal) Truck Mounted Telescopic Boom Excavator with operator.			
11.	Road Widener Midland SP10 (or equal) 10 foot spread, 100 HP min self-propelled and operator			
12.	Asphalt Roller 10 Ton, vibratory roller and operator.	$ 2,500	$ 12,500	$ 50,000
13.	Potable Crusher to crush millings 1.5" or less			

OFFICIAL BID FORM

RENTAL HEAVY EQUIPMENT WITH OPERATOR

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- **This bid is subject to NYS Department of Labor Prevailing Wage PRC#2025010142.**

Bidder Valley Paving & Construction INC Federal Tax ID # 14-1822756

Address Po Box 262 City Valley Falls State NY Zip 12185

Authorized Signature [signature] Print Name Albie Lewis

Date 9-9-25 Phone 518-753-7283 Fax N/A

Email: ALewis@Valley-Paving.Net

LOCAL LAW #2, 1992
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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" -

Valley Paving & Construction, Inc.
(Name of Vendor/Company)

Albie Lewis - President
(Person authorized to sign & Title)

PO Box 262
(Street or Box Number)

Valley Falls, NY 12185
(City, State, Zip Code)

(Authorized Signature)

9/9/25
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

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NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____ DATED: 9-9-25

TITLE: President FIRM: Valley Paving & Construction, Inc.

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/11

RESOLUTION AUTHORIZING CONTRACTS FOR HEAVY TRUCK PARTS AND REPAIR – HIGHWAY DEPARTMENT

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

WHEREAS, Bids for International truck parts, repair, and service were solicited and are acceptable based upon the specifications; and

WHEREAS, Bids for heavy truck springs, alignment, chassis and rear suspension repairs and services were solicited and are acceptable based upon the specifications; and

WHEREAS, The proposed agreements are for a twenty-four (24) month period from the date of contract award, provided the contractors continue to meet specifications; and

WHEREAS, The source of funding of such contracts, 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	ESTIMATED AMOUNT
RFB-25-24 Category 1 International Parts, Repairs and Service	Allegiance Trucks FT LLC 21967 NY-22 Hoosick Falls, NY 12090	DM.5130.04500	$110,000.00
RFB-25-24 Category 2 Heavy Truck Springs and Alignment	Allegiance Trucks FT LLC 21967 NY-22 Hoosick Falls, NY 12090	DM.5130.04500	$ 43,611.84

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above described materials and services.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: _____Heavy Truck Parts and Repairs_____

Requested by: _____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

Projected cost of proposed legislation, if any: $__ 38403.84 _____ current year
$__115208.00_ongoing expenses per year

1) 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 $__38403.84___ and ongoing $_____115208.00_____

   e) Other (please explain) $_____

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

3) 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: This contract is used by the Highway Department to perform repairs to its' fleet of heavy trucks that cannot be accomplished by our in-house mechanics. Our fleet of heavy trucks is used year round for road construction, road maintenance, and snow removal.__

Department Head:

_____

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

HEAVY TRUCK REPAIRS & PARTS –
Rensselaer County Highway Department
Category 1 – International Truck Parts, Repair and Service
Category 2 – Heavy Truck Spring, Alignment, Chassis and Rear Suspension Repairs and Service

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein and re-bid, if necessary, when it appears to be in the County's best interest. Interested Bidders may obtain bid specification and bid proposal forms, on-line at https://www.rensco.com/Bids.aspx, or on BidNet Direct, Empire State Purchasing Group, https://www.bidnetdirect.com/new-york/rensselaercounty. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: August 15, 2025
Bid No.: RFB-25-24

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:

	White	- Bid Invitation
	Blue	- Bidder Information
	Green	- Bid Specifications
(COMPLETE & RETURN) →	White	- Official Bid form
(COMPLETE & RETURN) →	White	- Certification of Compliance: Local Law #2
(COMPLETE & RETURN) →	White	- Non-Collusive Practices Statement
(COMPLETE & RETURN) →	Gold	- Official Bid Return Envelope (If Bid mailed to companies)

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.

4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)

5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.

6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

   LOCATION: Rensselaer County requires the awarded Vendor providing the service to have an office location be within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded Vendor has an additional office location within a 30-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

   Acceptable forms of proof of a local office as required by this bid include, but are not limited to:
   - A fully executed lease, sublease, or written use agreement for the claimed location;
   - A property deed or utility bill in the company's name for the claimed address;
   - A certificate of occupancy, local business license, or contractor's license listing the local address;
   - An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**

   RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. VOID AFTER 90 DAY CHECKS ARE UNACCEPTABLE AS BID SURETY. CASH IS NOT ACCEPTABLE. The surety instrument shall be in the amount of Zero ($0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.

11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.

12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

    The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

    The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.

14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

    Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.

16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.

17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

    No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. CONDITIONS AND CONTINGENCIES: In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.

19. "OR EQUALS": Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.

20. ALTERNATE BIDS: Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.

21. "HOLD HARMLESS AGREEMENT" (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."

22. RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93): Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. PREVENTION OF DELAY (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any away cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE: In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:
- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:
- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:

- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
- **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
- To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
- To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
- To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
- To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

County of Rensselaer
Insurance Requirements

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

$1,000,000	General Aggregate
$1,000,000	Products-Completed Operations Aggregate
$1,000,000	Personal Injury and Advertising Liability
$1,000,000	Each Occurrence
$ 500,000	Fire Damage (any one fire)
$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Rensselaer County Office Building
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer
Insurance Requirements (Cont'd)

F. Umbrella Liability

Limit of Liability (minimum limits)
$2,000,000 each occurrence / $2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

A) A description of the work and contract authorization number.

B) Reference to any special endorsements restricting standard policy coverage.

C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.

D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING INFORMATION
HEAVY TRUCK REPAIRS & PARTS

All inquiries regarding technical bid specifications should be directed to:
Rensselaer County Highway Department, 124 Bloomingrove Drive, Troy, New York 12180
Main Office Phone Number: (518) 283-0973
Office Hours of Operation: Monday through Friday, 8:30 a.m. to 4:30 p.m. (EST).

AWARD BASIS: An open-end award will be made to vendors submitting bids meeting Rensselaer County specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

The contract also covers providing International OEM parts for installation by County Mechanics. The County reserves the right to purchase parts and specialty services through applicable NYSOGS Procurement Contracts (i.e., NAPA for belts and filters), or through manufacturer's service facilities, (i.e., Cummins engine diagnostic service and repair). Parts and repair purchase decisions will be made in the County's best interest, taking into account part availability, cost, and shop schedules. Normally, parts and service will be purchased from the vendor(s) providing the lowest cost to the County for satisfactory delivery turn around.

Separate awards will be made for Category 1: International Truck Parts, Repair and Service and Category 2: Heavy Truck Spring, Alignment, Chassis and Rear Suspension Repairs and Service. Vendors must bid on all components within a Category to be responsive. Vendors may bid Category 1 **OR** Category 2, or both Category 1 **AND** Category 2.

AWARD PERIOD: The award period shall be twenty-four (24) months from the date stated in the award letter.

BID SURETY: No bid surety is required.

PARTIAL BIDS: Partial bids per Category will not be accepted. All sections of the Official Bid Forms for each Category must be completed.

CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein.

ESTIMATED QUANTITIES: The Official Bid Forms contain quantities for vendor price comparison only. The contract shall be for the actual quantities used during the bid contract period. The Highway Department shall use the parts listed and additional parts, as required, to meet the needs of the Highway Department truck fleet at the same mark-up/discount percentage as shown on the Official Bid Forms.

COST OF PARTS AND MATERIALS: Vendors must provide proof of their actual cost for parts and materials used for Rensselaer County work during the contract period. Verification of the vendor's cost may be in the form of supplier's invoices and/or current price sheets from wholesale catalogs. Rensselaer County reserves the right to request additional information if deemed necessary.

PRICE SHEETS: Price sheets, catalogs and/or CD's must be submitted by the successful bidder at the "Notice of Award". CD's may be required by the Rensselaer County Highway Department during the selection process to confirm conformance of the software application to the Highway Department's computer system.

ADDITIONAL BIDDING INFORMATION (Continued)
HEAVY TRUCK REPAIRS & PARTS

POST-AWARD PAYMENT PROCEDURES: The successful vendor must itemize and prepare invoices/vendor claims in accordance with Rensselaer County accounting and payment practices. Documentation of the vendor's cost of parts shall be required on a random basis.

PAYMENT: Payment for services shall be following receipt of vendor claims and/or invoices in accordance with Rensselaer County accounting and payment practices.

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources or Government Purchasing Cooperatives and other alternate sources if pricing is lower than this bid's pricing.

CERTIFICATION OF COMPLIANCE LOCAL LAW #2 AND NON-COLLUSIVE BIDDING CERTIFICATION: Local Law #2, 1992 Certification of Compliance, and the Non-Collusion Bidding Certification must be signed and submitted with the bid.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

TECHNICAL SPECIFICATIONS / REQUIREMENTS

CATEGORY 1 - INTERNATIONAL TRUCK PARTS, REPAIR AND SERVICE

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE

BIDDER QUALIFICATION: All bidders must be primarily engaged in the business of heavy truck parts supply and repairs for the class of vehicles specified. The vendor must have engaged in this type of heavy parts supply and truck repair work a minimum of five (5) years immediately preceding the date of the bid opening. Vendors must be able to demonstrate to the Rensselaer County Engineer that they have the necessary facilities, experience, capability and financial resources to supply the parts and to perform specified types of work in a satisfactory and timely manner.

By responding to this bid, the vendor guarantees that all work will be performed by qualified service technicians and in accordance with the best commercial practices.

The County reserves the right to inspect the bidder's facility and to perform any investigations deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract

QUALITY OF PARTS AND MATERIALS: All parts and materials supplied to the Highway Department used to repair Highway Department vehicles must meet or exceed original equipment standards (O.E.M.), unless otherwise specified by the County Engineer or his designated representative.

WARRANTY: Vendors must guarantee workmanship and new parts must be covered by a standard manufacturer's warranty against defects.

VEHICLE PICK-UP/DELIVERY: Rensselaer County will deliver the vehicles requiring repair to the vendor's place of business and pick up the repaired vehicles, provided the vendor's place of business is within Rensselaer County or within a 30-mile radius of the Main Highway Garage, 124 Bloomingrove Drive, Troy, NY (Town of North Greenbush).

PARTS DELIVERY: The vendor shall provide parts delivery service to the Highway Department garage in North Greenbush on a weekly basis at no additional cost. Critical parts may be picked up by the Highway Department at the vendor's location at other times.

WORK SCHEDULING: The successful bidder must recognize the need to quickly place Highway Department vehicles back in service through priority scheduling and prompt completion of repair work.

TECHNICAL SPECIFICATIONS/REQUIREMENTS (cont'd)

CATEGORY 1 - INTERNATIONAL TRUCK PARTS, REPAIR AND SERVICE

This category covers the repair of International and other heavy trucks at the vendor's facility. The contract also covers providing International OEM parts for installation by County mechanics. Repairs at the vendor's facility include providing all required parts, lubricants and fluids, labor and materials needed to make the ordered repairs. **Spring work may be included as part of the scope of this contract when it relates to other repairs being done to a heavy truck.**

This bid establishes the two basic parameters that will be used to order and pay for International heavy truck parts and repairs:

1. Hourly rate for qualified mechanics assigned to the repair of County vehicles. This rate will be applied to all repair assignments, including field service requested by the County Engineer. Allowable hours for field repair services are portal-to-portal from the vendor's shop. In the event that overtime is authorized in making repairs to emergency response vehicles, a rate of 1.5 times the basic hourly labor rate will be paid.

2. * Percent discount from Major Fleet Price for parts provided. This rate applies to parts ordered for installation by County employees and for parts installed by the vendor's mechanics. The discount is applied to the vendor's documented cost for all parts (International and otherwise) and/or materials incorporated in completed repairs.

**** Vendors will base their pricing on published Major Fleet Price List. The entry on the bid forms will be the discount percentage applied to these prices to determine the amount that the County will actually pay for parts and materials delivered under these agreements.**

***** Vendors must provide a hard copy of the referenced Fleet price list being used.**

If the vendor chooses OPTION 1: Online subscription to Detail parts information. The vendor must list. The cost and the time period EX. (Per Month/Per Year) along with the Website Address.

Note: In all cases, a single factor (%) must be used for all parts and materials provided under any of these Bid Categories

TECHNICAL SPECIFICATIONS/REQUIREMENTS (cont'd)

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE

In addition to installing and providing heavy truck springs, work done under this contract may include front end and suspension repairs needed to properly align vehicles. The successful vendor shall be equipped with full service computerized alignment equipment capable of accommodating a tandem axle vehicle. Further, the successful vendor must maintain an extensive stock of springs and be able to fabricate springs on site, if necessary. When required by highway department operational needs, a 24-hour turn around period on emergency service vehicles is required.

Work done under this contract includes heavy truck chassis and Hendrickson rear suspension repairs and service. In addition, the vendor will also provide alignment, brake work and NYS inspection work for pickup truck, truck, trailer, light and heavy equipment operated by the County Highway Department. Sample parts are listed on the Official Bid Form to compare vendor pricing; however, this list is not all-inclusive and additional parts, as required to meet the needs of the Highway Department truck fleet, are included in this bid at the same mark-up/discount percentage as shown on the Official Bid Forms.

This bid establishes the two basic parameters that will be used to order and pay for heavy truck spring installation and alignment:

1. Hourly rate for qualified mechanics working on County vehicles. In the event that overtime is authorized in making repairs to emergency response vehicles, a rate of 1.5 times the basic hourly labor rate will be paid.

2. * Percent markup for parts provided. This single rate applies to parts installed by the vendor's mechanics and parts ordered for installation by County employees. The mark up is applied to the vendor's documented cost for all parts and/or materials provided to the County or incorporated in completed repairs.

****Alternatively, vendors may choose to base their pricing on published list prices. In this case, "Cost of Parts" entered on the bidding documents will be the list price(s). The "Mark Up" entry on the bid forms will be the discount percentage applied to these prices to determine the amount that the County will actually pay for parts and materials delivered under these agreements.**

Note: In all cases, a single factor (%) must be used for all parts and materials provided under any of these Bid Items.

GENERAL - ALL CATEGORIES

The following bid specifications have been designed to compare bids submitted by potential vendors. Vendors must submit current supporting information with their bid. ***Bids submitted without the necessary verification as described in specifications will be rejected.***

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 1: INTERNATIONAL TRUCK PARTS, REPAIR AND SERVICE

DISCOUNT FROM MAJOR FLEET PRICE_____%

INDICATE NAME AND DATE OF PRICE LIST:_____

**Please enclose a copy of the referenced price list in hard copy **

LABOR RATE PER HOUR:_____

OPTION #1: ONLINE SUBSCRIPTION TO DETAILED PARTS INFORMATION

COST:_____ PER_____(TIME PERIOD)

WEBSITE ADDRESS:_____

Please enclose any additional details.

Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder_____Federal Tax ID #_____

Address_____City_____State_____Zip_____

Authorized Signature_____Print Name_____

Date_____Phone_____Fax_____

Email: _____

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE

See PAGE 15 for instructions necessary to complete the Official Bid Form. Page 15 must be signed and included with the submitted Bid.

Item	Part Cost Price Sheet	Percent Markup*/ Discount**	Unit Cost/ List Price**	Quantity	Total Price
Rear Springs (Dallas 5a 301				X 2 =	
					+
Saddle Bolts (Gaumers .327-103)				X 8 =	
					+
Seals (C-R 39426)				X 2 =	
					+
Rear Spring (Dayton 55-035)				X 2 =	
					+
Tie Rod Ends (Dayton 310433)				X 2 =	
					+
4 Wheel Align Tandem Axle Dump	N/A	N/A		X 2 =	
					+
Align Tandem Axle Dump	N/A	N/A		X 2 =	
					+
Labor - Cost Per Hour	N/A	N/A		X 10 =	
					+

Plus Estimated Cost of Parts and Repairs Ordered Thru Term of Bid + $ **40,000.00**

TOTAL OF CATEGORY 2 = $ _____

*** / ** See Page 12**

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE (cont'd)

- Bidder must enclose copies of all price sheets used in CATEGORY 2.
- All parts of this CATEGORY must be bid. Partial bids will not be accepted.
- The lump sum price for the basic alignment of the tandem axle dump truck shall include all associated labor and testing equipment costs. Any suspension repairs required before alignment are in addition to this lump sum price, invoiced as described below.
- The vendor's hourly labor rate must be entered in the space provided. This is the rate that will be used for all repair services provided in the vendor's facility.
- The same percentage must be used for all parts included on this bid form. The percentage will be used for payment for all parts provided under this contract, including those installed by the vendor's mechanics and those installed by County personnel, as well as those not specifically listed for vendor price comparison on the Official Bid Forms but included in this bid to meet the needs of the Highway Department truck fleet, as required.
- Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder_____Federal Tax ID #_____

Address_____City_____State_____Zip_____

Authorized Signature_____Print Name_____

Date_____Phone_____Fax_____

Email: _____

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 the Rensselaer County Government Center, 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" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ ____/____/____
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED:_____ **DATED:**_____

TITLE:_____ **FIRM:**_____

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES
COUNTY OFFICE BUILDING
99 TROY ROAD, 4th FLOOR
EAST GREENBUSH, NEW YORK 12061

NON-BIDDER RESPONSE

The Rensselaer County Bureau of Central Services is interested in the reasons why bidders fail to submit bids. By returning this form, your firm will remain on the vendor list for future bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

_____ Could not meet Scope of Services.

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Insurance requirements too restricting.

_____ Bond requirements too restricting.

_____ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)

_____ Project not suited to firm.

_____ Quantities too small.

_____ Other reasons; please explain in detail:_____

_____

_____

_____

_____

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Phone: _____ Fax:_____ E-mail:_____

THANK YOU.

RFB-25-24 Vendor List
Heavy Truck Repairs and Parts –
Highway Department
E-Mailed: 8/15/25

Randy Clark
Allegiance Trucks, LLC
P. O. Box 61
North Hoosick, NY 12133
(P) (518) 686-7389
(F) (518) 686-4136
email: rclark@allegiancetrucks.com

Raigen Lynch, Business Manager
Watkins Spring Company, Inc.
368 Central Avenue
Albany, NY 12206
(P) (518) 463-4241
(F) (518) 426-4975
Email: watkinsspring@yahoo.com

* Bid was posted on the Rensselaer County Bureau of Central Services-Purchasing Division Website, Empire State BidNet and in the newspaper.

RENSSELAER COUNTY
BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

25SEP 9 10:30AM

BID TABULATION

BID NO.: RFB-25-24

DESCRIPTION: Heavy Duty Truck Repairs & Parts - Highway Department

OPENING DATE: Tuesday, 9/9/25

TIME: 10:30 a.m.

VENDOR	NON-COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID Category 1	Category 2
Allegiance Trucks	✓	✓	on file	$43,611.84
H.L. Gage Sales Inc	✓	✓	on file	$ No Bid

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 1: INTERNATIONAL TRUCK PARTS, REPAIR AND SERVICE

DISCOUNT FROM MAJOR FLEET PRICE 8 %

INDICATE NAME AND DATE OF PRICE LIST: PL308

**Please enclose a copy of the referenced price list in hard copy **

LABOR RATE PER HOUR: $199.00 per hour

OPTION #1: ONLINE SUBSCRIPTION TO DETAILED PARTS INFORMATION

COST: Free **PER** Yearly **(TIME PERIOD)**

WEBSITE ADDRESS: www.repairlinkshop.com

Please enclose any additional details.

Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder H L Gage Sales Inc Federal Tax ID # 14-1511179

Address 121 Washington Ave Ext City Albany State NY Zip 12205

Authorized Signature Ronald Vooris Print Name Ronald Vooris

Date 9-2-25 Phone (518) 456-8871 Fax (518) 456-0705

Email: ronv@hlgage.com

No Bid

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE

See PAGE 15 for instructions necessary to complete the Official Bid Form. Page 15 must be signed and included with the submitted Bid.

Item	Part Cost Price Sheet	Percent Markup*/ Discount**	Unit Cost/ List Price**	Quantity	Total Price
Rear Springs (Dallas 5a 301				X 2 =	
Saddle Bolts (Gaumers .327-103)				X 8 =	
Seals (C-R 39426)				X 2 =	
Rear Spring (Dayton 55-035)				X 2 =	
Tie Rod Ends (Dayton 310433)				X 2 =	
4 Wheel Align Tandem Axle Dump	N/A	N/A		X 2 =	
Align Tandem Axle Dump	N/A	N/A		X 2 =	
Labor - Cost Per Hour	N/A	N/A		X 10 =	

Plus Estimated Cost of Parts and Repairs Ordered Thru Term of Bid + $ 40,000.00

TOTAL OF CATEGORY 2 = $ _____

*** / ** See Page 12**

OFFICIAL BID FORM

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CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE (cont'd)

- Bidder must enclose copies of all price sheets used in CATEGORY 2.
- All parts of this CATEGORY must be bid. Partial bids will not be accepted.
- The lump sum price for the basic alignment of the tandem axle dump truck shall include all associated labor and testing equipment costs. Any suspension repairs required before alignment are in addition to this lump sum price, invoiced as described below.
- The vendor's hourly labor rate must be entered in the space provided. This is the rate that will be used for all repair services provided in the vendor's facility.
- The same percentage must be used for all parts included on this bid form. The percentage will be used for payment for all parts provided under this contract, including those installed by the vendor's mechanics and those installed by County personnel, as well as those not specifically listed for vendor price comparison on the Official Bid Forms but included in this bid to meet the needs of the Highway Department truck fleet, as required.
- Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder_____Federal Tax ID #_____

Address_____City_____State_____Zip_____

Authorized Signature_____Print Name_____

Date_____Phone_____Fax_____

Email: _____

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 the Rensselaer County Government Center, 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" -

H L Gage Sales Inc
(Name of Vendor/Company)

Ronald Vooris, Parts Manager
(Person authorized to sign & Title)

121 Washington Ave Ext
(Street or Box Number)

Albany, NY 12205
(City, State, Zip Code)

Ronald Vooris — 9,2,25
(Authorized Signature) — (Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: Ronald Voorhis DATED: 9-2-25

TITLE: Parts Manager FIRM: H L Gage Sales Inc

SUBMIT THIS FORM WITH YOUR BID

Mariano, Christine

From: Mariano, Christine
Sent: Tuesday, September 9, 2025 12:01 PM
To: rclark@allegiancetrucks.com; rhoque@allegiancetrucks.com
Cc: JoJo, Todd
Subject: RFB-25-24 Heavy Equipment Parts & Repairs

Tracking:

Recipient	Delivery
rclark@allegiancetrucks.com	
rhoque@allegiancetrucks.com	
JoJo, Todd	Delivered: 9/9/2025 12:01 PM

Good morning Mr. Clark,

The Bidder from H. L. Gage Sales, Inc., that attended this morning's bid opening with Allegiance Trucks in attendance confirmed that they did not bid Category 2: Heavy Truck Spring Alignment, Chassis and Rear Suspension Repairs & Service. They only bid Category 1: International Truck Parts, Repair & Service. I have copied Todd Jojo from our Highway Department on this email as well. Thank you and have a good day.

Christine

Christine M. Mariano, Deputy Director
Rensselaer County Bureau of Central Services - Purchasing Division
99 Troy Road, 4th Floor, Suite 403
East Greenbush, New York 12061
Monday through Friday, 8:00 a.m. to 4:00 p.m. EST
Main Phone: (518) 270-2641
Fax: (518) 270-2615
Email: CMariano@renscony.gov

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 1: INTERNATIONAL TRUCK PARTS, REPAIR AND SERVICE

DISCOUNT FROM MAJOR FLEET PRICE -27 **%**

INDICATE NAME AND DATE OF PRICE LIST: PL-308 30JUN2025

**Please enclose a copy of the referenced price list in hard copy ** (*)

LABOR RATE PER HOUR: 10% off Door Rate, Current Rate $175.00 per hour
Current Discounted rate $157.50

OPTION #1: ONLINE SUBSCRIPTION TO DETAILED PARTS INFORMATION

COST: $0.00 **PER** 2-Years **(TIME PERIOD)**

WEBSITE ADDRESS: info enclosed

Please enclose any additional details.

Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder AT Hoosick, LLC Federal Tax ID # 87-0931452

Address 21967 NY-22 City Hoosick Falls State NY Zip 12090

Authorized Signature Michael C Schrempp Print Name Michael Chadwick Schrempp

Date 9/2/2025 Phone 347-854-5643 Fax

Email: rhoque@allegiancetrucks.com

(*) Parts Pricing will be available with online parts access or we Can supply on a Thumb Drive.

OFFICIAL BID FORM

Rensselaer County: Date and Submission of bids up to and including 10:30 a.m., Tuesday, September 9, 2025, after which time all bids received will be opened and read aloud.

CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE

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Item	Part Cost Price Sheet	Percent Markup*/ Discount**	Unit Cost/ List Price**	Quantity	Total Price
Rear Springs (Dallas 5a 301			$404.53	X 2 =	809.06
Saddle Bolts (Gaumers .327-103)			$16.48	X 8 =	131.84
Seals (C-R 39426)			$42.97	X 2 =	85.94
Rear Spring (Dayton 55-035)			$451.97	X 2 =	903.94
Tie Rod Ends (Dayton 310433)			$53.03	X 2 =	106.06
4 Wheel Align Tandem Axle Dump	N/A	N/A	No Bid	X 2 =	-
Align Tandem Axle Dump	N/A	N/A	No Bid	X 2 =	-
Labor - Cost Per Hour	N/A	N/A	10% off Door current door $175 current disc. $157.50	X 10 =	1,575.00

Plus Estimated Cost of Parts and Repairs Ordered Thru Term of Bid + $ 40,000.00

TOTAL OF CATEGORY 2 = $ 43,611.84

*** / ** See Page 12**

OFFICIAL BID FORM

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CATEGORY 2 - HEAVY TRUCK SPRING, ALIGNMENT, CHASSIS AND REAR SUSPENSION REPAIRS AND SERVICE (cont'd)

- Bidder must enclose copies of all price sheets used in CATEGORY 2.
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- Local Law #2, 1992 Certification of Compliance and Non-Collusion Bidding Certification must be signed and submitted with bid.

Bidder AT Hoosick, LLC Federal Tax ID # 87-0931452

Address 21967 NY-22 City Hoosick Falls State NY Zip 12090

Authorized Signature Michael C Schrempp Print Name Michael Chadwick Schrempp

Date 9/2/2025 Phone 347-854-5643 Fax

Email: rhoque@allegiancetrucks.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

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"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 the Rensselaer County Government Center, 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" -

AT Hoosick, LLC
(Name of Vendor/Company)

Michael Chadwick Schrempp, COO
(Person authorized to sign & Title)

21967 NY-22
(Street or Box Number)

Hoosick Falls, NY 12090
(City, State, Zip Code)

Michael C Schrempp
(Authorized Signature)

09 / 02 / 2025
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: Michael E Stamp DATED: 9/2/2025

TITLE: COO FIRM: AT Hoosick, LLC

SUBMIT THIS FORM WITH YOUR BID

WATKINS SPRING CO., INC.
5184634241
WATKINS SPRING CO., INC.
368 CENTRAL AVENUE
ALBANY NY 12206

1 LBS

1 OF 1

SHIP TO:
BID DOCUMENTS
RENSSELAER COUNTY - CENTRAL SVCS
99 TROY ROAD - 4TH FLOOR
COUNTY OFFICE BUILDING
E GREENBUSH NY 12061

NY 122 9-01

UPS NEXT DAY AIR

1

TRACKING #: 1Z X9G 116 01 0000 8817

BILLING: P/P

Reference #1: BID DOCUMENTS

XOL 25.09.09 NV45 37.0A 09/2025*

TM

FOR UPS SHIPPING ONLY

RENSSELAER COUNTY - CENTRAL SVC
99 TROY RD
FL 4
EAST GREENBUSH NY 12061

P:BLUE
59 - 1010
S: 98

1ZX9G1160100000 8817

X
1030

I:M1L

Last Updated: 09/09/2025 11:25 A.M. EST

Shipment Progress | **Shipment Details**

You've Got the Details
You're seeing what customer service agents would share with you. If you need more support, use the Virtual Assistant or contact your shipper.

Times shown are in Local Time Change

09/09/2025 10:58 A.M.	**Delivered** DELIVERED EAST GREENBUSH, NY, US
09/09/2025 10:36 A.M.	**Out for Delivery** Out For Delivery Today Latham, NY, United States
09/09/2025 5:07 A.M.	**On the Way** Loaded on Delivery Vehicle Latham, NY, United States
09/09/2025 1:17 A.M.	Processing at UPS Facility Latham, NY, United States
09/08/2025 8:01 P.M.	**We Have Your Package** Arrived at Facility Latham, NY, United States
09/08/2025 4:54 P.M.	**Dropped off at UPS Store by Customer** Drop-Off Latham, NY, United States
09/08/2025 11:18 A.M.	**Label Created** Shipper created a label, UPS has not received the package yet. United States

Close

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/12

RESOLUTION AUTHORIZING A CONTRACT FOR PATCHING AND PAINTING AT THE RENSSELAER COUNTY COURTHOUSE AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – BUILDINGS DEPARTMENT

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

WHEREAS, The Buildings Department solicited proposals for patching and painting work on the interior walls of the Rensselaer County Courthouse which have begun to show significant wear in many areas, causing an undesirable appearance; and

WHEREAS, After review of the proposals, the Department determined the proposal submitted by Frank J. Ryan & Sons, Inc., 295 1st Street, Troy, NY 12180 to be the lowest acceptable for the work being requested at a cost of $24,845.00 including all necessary materials and labor; and

WHEREAS, Said project is fully reimbursable under provisions of Chapter 686 of the Laws of 1996, through the State of New York Unified Court System – Third Judicial District within the "Court Cleaning and Minor Repairs" program; and

WHEREAS, Funding for this project is being made available within Buildings Department budget appropriation code A.1620.04501; now, therefore, be it

RESOLVED, That the Rensselaer County Executive or the Director of the Bureau of Central Services, as the case may be, is authorized to sign a purchase order for the above described work; and, be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.1620.30211			
State Aid Courts - O&M	$479,318.00	$24,845.00	$504,163.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.1620.04501 Buildings Dept. - Special Dept. Supplies (Alt #1)	$105,289.00	$24,845.00	$130,134.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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 PATCHING AND PAINTING AT THE RENSSELAER COUNTY COURTHOUSE AND AMENDING THE 2025 ADOPTED RENSSELAER COUNTY BUDGET-BUILDINGS DEPARTMENT

Requested by: Buildings Department

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $24,845.00 2025 Budget 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 $24,845.00 for 2025 Budget Year and length of time state funding is available 4/1/25-3/31/26 Is it available for ongoing expenses? N/A

   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 $ N/A in 2025 and ongoing $ N/A

   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 Only

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Said project is fully reimbursable under provisions of Chapter 686 of the Laws of 1996, through the State of New York Unified Court System-Third Judicial District within the "Court Cleaning and Minor Repairs" program.

James R. Gordon, Director Bureau of Central Services

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2014

FRANK J. RYAN & SONS
1277 5th Avenue • Troy, New York 12180

FRANK J. RYAN & SONS, INC.
295 1St St.
TROY, NY 12180
PHONE (518) 274-6871 FAX (518) 274-0726

DATE:
7/25, 2025
PROPOSAL NO:
Surrogate Court Room

	NAME			
and BUYER/ OWNER	Rensselaer County			
	PROJECT ADDRESS	CITY	STATE/ZIP	PHONE
	80 Second Street	Troy	NY 12180	
	ALTERNATE ADDRESS *(IF ANY)*	CITY	STATE/ZIP	PHONE

Project To Begin: tbd

Contract Completion Date: tbd

Date Of Plans: na Architect: na Engineer: na

Work performed at Surrogate Court Room
(Street Address And Legal Description If Known)

We hereby propose to furnish the following work: Provide labor, material, and equipment to prepare and paint the existing painted ceiling and walls in the Surrogate Court Room. Scope includes all covering and protection of adjacent surfaces, cleaning and sanding of the stained and varnished wood trim to remove old paint coating spatter, stain blending to match, and two coats satin sealer to all wood. Plaster ceiling and wall surfaces to be inspected and repaired as necessary to restore and make sound and stable prior to priming and two (2) coat finishing in colors as selected by Owner.

Priced as exempt. Add NYS Sales Tax if applicable.

Thank you for considering us for your Project. Please reach out with any questions.
Sincerely,
Steve Ryan 518.378.3823 c.

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of $24,845.00. The payment schedule will be: (1) Down payment of $0.00

0.00 (2) Payment schedule as follows: net 30

NOTE: This proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X /14
OWNER/BUYER SIGNATURE DATE

X /14
CONTRACTOR SIGNATURE OWNER/BUYER SIGNATURE DATE

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Rev 2011110200001

Sage Brothers Company, Inc.
1115 Fifth Avenue
Troy, NY 12180
Phone: 518 273-7511
FAX: 518 273-7607
E-mail: wpsagebros@verizon.net

Sage Brothers Company, Inc.

"Painting Contractors"

To:	Bill Madsen	**From:**	Bill Sage
Co.:	Rensselaer County		
Fax:	wmadsen@rensco.com	**Pages:**	ONE
Phone:	wmadsen@rensco.com	**Date:**	8/7/25
Re:	ESTIMATE	**Ref.#:**	Surrogate Court Room

☐ Urgent X For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Ref.: Rensselaer County Court House, 80 2nd St., Troy, NY 12180 – Surrogate Court

Estimate for prep, patching, priming and applying two finish coats to ceiling, walls, trim plus prep, necessary staining & two coats sealer to all wood as per walk thru.

$28,375.00

Thank you for the opportunity to quote this project. Please call with any questions.

At the above job we will furnish all labor, materials, tools, equipment, supervision, workmen's compensation, property damage and liability insurance necessary to complete the project in a thoroughly workmanlike manner.

M.B.E

B.B. PAINTING INC.

14 Pfeil Ave., Albany, N.Y. 12205

Ph: 518-331-1165 Fax: 518-935-2107

We Can Cut It!

PROPOSAL

PROPOSAL NO. 17

SHEET NO. 1

DATE 8/3/2023

PROPOSAL SUBMITTED TO:

NAME ARNOSS PLASTERING CO.

ADDRESS 80 SECOND ST.

CITY, STATE TROY NY 12180

PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS 80 SECOND ST.

CITY, STATE TROY, NY 12180

DATE OF PLANS N/A

ARCHITECT N/A

We hereby propose to furnish the materials and perform the labor necessary for the completion of

SURROGATE COURT FROM
PREP ALL EXISTING SURFACES
REPAIR TAPING & CEILINGS & WALLS
REPRIME WOOD TRIM & REPAINT

$29,700.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars ($ 29700.00)

with payments to be made as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted H LEBLANC

Per B.B. PAINTING

Note - This proposal may be withdrawn by us if not accepted within days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date Signature

Sent from my iPhone

Catone, Kelly

From: Madsen, William
Sent: Wednesday, August 13, 2025 12:17 PM
To: Catone, Kelly
Subject: FW: Surrogate court proposal

Proposal 3 of 3.

From: Madsen, William <WMadsen@renscony.gov>
Sent: Wednesday, August 13, 2025 12:14 PM
To: Madsen, William <WMadsen@renscony.gov>
Subject: Surrogate court proposal

Catone, Kelly

From: Madsen, William
Sent: Wednesday, August 13, 2025 12:20 PM
To: Catone, Kelly
Subject: FW: Surrogate Court Room

Email from the Court System, directing me to proceed with the procurement of the Surrogate court patching and painting, thank you for your assistance with this request.

From: Matt Schaefer <MRSCHAEF@nycourts.gov>
Sent: Tuesday, August 12, 2025 2:34 PM
To: Madsen, William <WMadsen@renscony.gov>
Cc: James E Clark Jr <jeclark@nycourts.gov>
Subject: RE: Surrogate Court Room

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Bill,

Yes, you can proceed with getting the legislative approval for this project.

Thank you,
Matt

From: Madsen, William <WMadsen@rensco.com>
Sent: Friday, August 8, 2025 9:57 AM
To: Matt Schaefer <MRSCHAEF@nycourts.gov>
Subject: Fwd: Surrogate Court Room

Matt, this is the lowest of three bids for the Surrogate court room painting. Before I begin the process of getting legislative approval, I wanted to confirm that the proposal is acceptable to you and the court, for reimbursement under the 686 account. Please let me know, thank you.

Sent from my iPhone

Begin forwarded message:

> **From:** Stephen Ryan <steve@ryancommercialpainting.com>
> **Date:** July 29, 2025 at 9:37:21 AM EDT
> **To:** "Madsen, William" <WMadsen@rensco.com>
> **Cc:** Stephen Ryan <steve@ryancommercialpainting.com>
> **Subject: Surrogate Court Room**
>
> CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Bill,

See attached. Please reach out with questions. I tried to find time saving areas in this but with the steps and tasks it just adds up quick. Thank you for considering us for this project.

Sincerely,
Steve

Stephen Ryan
Frank J Ryan & Sons Inc
295 1st St.
Troy NY 12180
www.ryancommercialpainting.com
518-378-3823 c
518-274-6871 o

Please be CAREFUL when clicking links or opening attachments from external senders.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Choquette, Gendron, Nichols

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/13

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STATE TRANSIT OPERATING ASSISTANCE PROGRAM AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING

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

WHEREAS, The State of New York provides State Transit Operating Assistance ("STOA") to help fund bus transit service; and

WHEREAS, The County of Rensselaer receives such funding for the Albany/Hoosick Falls/Bennington bus service provided by Yankee Trails, Inc.; and

WHEREAS, The 2025 Rensselaer County Adopted Budget includes appropriations (A.5630.04703) designated for this project; and

WHEREAS, The 2025 State funding allocation for this project has been estimated at $99,600.00, which is $7,500.00 above the amount anticipated in the 2025 Rensselaer County Adopted Budget; now, therefore, be it

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUES

CODE	PRESENT	CHANGE	REVISED
A.5630.35891 State Aid - Bus Companies	$92,100.00	$7,500.00	$99,600.00

GENERAL FUND APPROPRIATIONS

CODE	PRESENT	CHANGE	REVISED
A.5630.04703 Private Bus Service	$96,800.00	$7,500.00	$104,300.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: Marc D'Amore, Budget Analyst
CJ Kempf, County Attorney

From: Andrew Kretzschmar, Community Development Specialist AK

Date: August 21, 2025

Re: Resolution Amending the 2025 Adopted Rensselaer County Budget – Transit Funds

This past year, NYS DOT has been providing more funding than anticipated through a large "Clean Up" payment along with additional funds beyond the State Transit Operating Assistance (STOA) formula payment. This has created an issue with having insufficient funds in the budget to be able to pay the expected final payment in late November. Since NYS DOT requires that we pay out the funds receive in a timely fashion, we are requesting this resolution prior to knowing what our actual quarterly payment will be. A calculation of our expected payment along with information on received STOA payments is included.

Please let me know if you have any questions.

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution Amending the 2025 Adopted Rensselaer County Budget

Requested by:_Bureau of Economic Development & Planning _____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$_7500__ current year
$____0____ongoing expenses per year

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

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

   b) For state funding: amount $__7500___ and length of time state funding is available __this year_____. 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___ and ongoing $__0____

   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.): ONE TIME

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head:

_____

STOA Debits and Credits Comparison - 2024 and 2025

2024 Budget		Debit		Credit	
	2023 Q4	16666.58		15,526.45	
	Cleanup	29,924.91		29,924.90	
	Q1	16,296.21		15,167.94	
	Q2	17,208.49		14,930.09	
				1,065.02	
	Q3	16,777.85		15,632.53	
		96,874.04		92,246.93	
2025 Budget		**Debit**	**Change between 2024 & 25**	**Credit**	**Change Between 2024 & 25**
	2024 Q4	16,659.36	-7.22	15,526.45	0.00
	Cleanup	37,170.61	7,245.70	37,170.61	7,245.71
	Q1	16,232.82	-63.39	15,132.52	-35.42
	Q2	17,093.10	-115.39	15,816.81	-178.30
	Q3				
		87,155.89		83,646.39	
Adopted Budget:		96,800.00		92,100.00	
Remaining:		9,644.11		8,453.61	

Clean up payment 37,170.61

Budgeted Cleanup payment: 29,924.91

37,170.61 - 29,924.91 = 7,245.7 shortfall.

Requesting $7,500 - $8,000 increase

2025 Yankee Trails STOA Budget

State Formula at present	Previous 4 quarters	Apr-Jun	Jan - Mar	Oct - Dec*	Jul - Sep**	Total
$0.68 per passenger	Passengers	326	326	374	243	1,269
$1.15 per mile	Miles	12,789	12,789	9,954	12839	48,371
State Payment		15,168	15,526	15,633	15816.81	62,144
Local Match		1,128	1,140	1,163	1199.97	4,631
Formula Earning Discount %*		100	100	100	100	100
Local Match Required Payment Share %*		7.438518	7.343147	7.438399	7.586675	7.4523689

"Clean Up" payment		$29,924.91
Requiriring Local Match	0.00%	$0.00
Not Requiring Local Match		$29,924.91

Total State STOA Payment	**92,069**
Total Local Match	**4,631**

Assumptions - *Accelerated payment using previous year's data
** using payment information from 2023
Passengers rounded up to 3,000
Miles in Oct-Dec and Jul-Sep much lower than standard, using last year's mileage

State Payment: **$ 92,100**

Local Match: **$ 4,700**

Yankee Trails Payment: **$92,100 + $4,700 = $96,800**

2025

Rensselaer County

Print Selected Transactions Report

From Date: 1/1/2025 - To Date: 8/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description	Source	Reference	Debit Amount	Credit Amount
G/L Account Number: A.5630.04703 Private Bus Service								
1/7/2025	2024-00010262	JE	AP	A/P Invoice Entry	Accounts Payable		$16,659.36	
2/25/2025	2025-00001459	JE	AP	A/P Invoice Entry	Accounts Payable		$37,170.61	
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		$16,232.82	
8/18/2025	2025-00006564	JE	AP	A/P Invoice Entry	Accounts Payable		$17,093.10	
				Account Total: Private Bus Service			$87,155.89	$0.00
G/L Account Number: A.5630.04704 Section 5311 Bus Service								
1/1/2025	2025-00001879	JE	GL	REVERSE TO 1/1/2025 - 2024 AP#2 FORM	DWF 3/11/25			$68,000.00
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		$68,000.00	
				Account Total: Section 5311 Bus Service			$68,000.00	$68,000.00
G/L Account Number: A.5630.04704.ARPA Section 5311 Bus Service ARPA Bus Service								
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		$2,675.00	
				Account Total: Section 5311 Bus Service ARPA Bus Service			$2,675.00	$0.00
G/L Account Number: A.5630.04705 CARES Transit Relief								
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		$1.00	
				Account Total: CARES Transit Relief			$1.00	$0.00
G/L Account Number: A.5630.04800 Contractual Agency								
2/12/2025	2024-00010578	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	
8/18/2025	2025-00006564	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	
				Account Total: Contractual Agency			$335,975.49	$0.00
G/L Account Number: A.5630.35891 State Aid - Bus Companies								
1/2/2025	2025-00000049	JE	GL	RECLASS REC #2024-00008688 12/30/24 BATCH#1834	EJS 1/2/25			$15,526.45
2/24/2025	2025-00001424	JE	RA	Batch #0333 2/24/2025	Collections			$37,170.61

2025

Rensselaer County

Print Selected Transactions Report

From Date: 1/1/2025 - To Date: 8/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description	Source	Reference	Debit Amount	Credit Amount
G/L Account Number: A.5630.35891 State Aid - Bus Companies								
5/27/2025	2025-00004205	JE	RA	Batch #0868 5/27/2025	Collections			$15,132.52
8/18/2025	2025-00006570	JE	RA	Batch #1324 8/18/2025	Collections			$15,816.81
			Account Total:	State Aid - Bus Companies			$0.00	$83,646.39
G/L Account Number: A.5630.35892 Section 5311 Rural Transport								
1/1/2025	2025-00002112	JE	GL	REVERSE TO 1/1/2025 - 2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25		$202,500.00	
			Account Total:	Section 5311 Rural Transport			$202,500.00	$0.00
G/L Account Number: A.5630.35892.ARPA Section 5311 Rural Transport ARPA Bus Service								
1/1/2025	2025-00002112	JE	GL	REVERSE TO 1/1/2025 - 2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25		$75,000.00	
			Account Total:	Section 5311 Rural Transport ARPA Bus Service			$75,000.00	$0.00
G/L Account Number: A.5630.35892.CRR Section 5311 Rural Transport CRRSAA Bus Service								
1/1/2025	2025-00002112	JE	GL	REVERSE TO 1/1/2025 - 2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25		$20,000.00	
			Account Total:	Section 5311 Rural Transport CRRSAA Bus Service			$20,000.00	$0.00
			Department Total:	Bus Operations			$791,307.38	$151,646.39
			Fund Total:	General Fund			$791,307.38	$151,646.39
			Grand Total:				**$791,307.38**	**$151,646.39**

2024

Rensselaer County

Print Selected Transactions Report

From Date: 1/1/2024 - To Date: 12/31/2024

G/L Date	Journal	Journal Type	Sub Ledger	Description	Source	Reference	Debit Amount	Credit Amount
G/L Account Number: A.5630.04703 Private Bus Service								
1/3/2024	2023-00010241	JE	AP	A/P Invoice Entry	Accounts Payable		$16,666.58	
3/11/2024	2024-00001907	JE	AP	A/P Invoice Entry	Accounts Payable		$29,924.91	
5/22/2024	2024-00003953	JE	AP	A/P Invoice Entry	Accounts Payable		$16,296.21	
8/19/2024	2024-00006276	JE	AP	A/P Invoice Entry	Accounts Payable		$17,208.49	
11/19/2024	2024-00009404	JE	AP	A/P Invoice Entry	Accounts Payable		$16,777.85	
		Account Total:		Private Bus Service			$96,874.04	$0.00
G/L Account Number: A.5630.04704 Section 5311 Bus Service								
1/1/2024	2024-00001787	JE	GL	REV JE #2023-00010735 2023 AP#2 FORM				$66,500.00
1/1/2024	2024-00001787	JE	GL	REV JE #2023-00010735 2023 AP#2 FORM				$68,000.00
5/30/2024	2024-00004138	JE	AP	A/P Invoice Entry	Accounts Payable		$134,500.00	
12/31/2024	2024-00010728	JE	GL	2024 AP#2 FORM	DWF 3/11/25		$68,000.00	
		Account Total:		Section 5311 Bus Service			$202,500.00	$134,500.00
G/L Account Number: A.5630.04704.ARPA Section 5311 Bus Service ARPA Bus Service								
1/1/2024	2024-00001787	JE	GL	REV JE #2023-00010735 2023 AP#2 FORM				$75,000.00
5/30/2024	2024-00004138	JE	AP	A/P Invoice Entry	Accounts Payable		$75,000.00	
		Account Total:		Section 5311 Bus Service ARPA Bus Service			$75,000.00	$75,000.00
G/L Account Number: A.5630.04704.CRR Section 5311 Bus Service CRRSAA Bus Service								
1/1/2024	2024-00001787	JE	GL	REV JE #2023-00010735 2023 AP#2 FORM				$20,000.00
5/30/2024	2024-00004138	JE	AP	A/P Invoice Entry	Accounts Payable		$20,000.00	
		Account Total:		Section 5311 Bus Service CRRSAA Bus Service			$20,000.00	$20,000.00
G/L Account Number: A.5630.04800 Contractual Agency								
2/8/2024	2024-00000919	JE	AP	A/P Invoice Entry	Accounts Payable		$110,036.00	
5/22/2024	2024-00003953	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	

2024

Rensselaer County

Print Selected Transactions Report

From Date: 1/1/2024 - To Date: 12/31/2024

G/L Date	Journal	Journal Type	Sub Ledger	Description	Source	Reference	Debit Amount	Credit Amount
G/L Account Number: A.5630.04800 Contractual Agency								
8/19/2024	2024-00006276	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	
11/19/2024	2024-00009404	JE	AP	A/P Invoice Entry	Accounts Payable		$111,991.83	
		Account Total:		Contractual Agency			$446,011.49	$0.00
G/L Account Number: A.5630.35891 State Aid - Bus Companies								
1/1/2024	2024-00000219	JE	GL	RECLASS REC #2023-00008518 12/21/23 BATCH#1698	EJS 1/1/24			$15,526.45
2/28/2024	2024-00001465	JE	RA	Batch #0335 2/28/2024	Collections			$29,924.90
5/22/2024	2024-00003936	JE	RA	BATCH #0761 5/22/24	Collections			$15,167.94
7/26/2024	2024-00005688	JE	MB	MB Invoice Billing Post	Billings			$14,930.09
8/16/2024	2024-00006209	JE	RA	BATCH #1155 8/16/24	Collections			$1,065.02
11/12/2024	2024-00008645	JE	RA	Batch #1564 11/12/2024	Collections			$15,632.53
		Account Total:		State Aid - Bus Companies			$0.00	$92,246.93
G/L Account Number: A.5630.35892 Section 5311 Rural Transport								
1/1/2024	2024-00001786	JE	GL	REVERSAL - 2023 REVENUE ACCRUAL LIST FORM	EJS 1/1/24		$66,500.00	
1/1/2024	2024-00001786	JE	GL	REVERSAL - 2023 REVENUE ACCRUAL LIST FORM	EJS 1/1/24		$68,000.00	
12/31/2024	2024-00010739	JE	GL	2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25			$202,500.00
		Account Total:		Section 5311 Rural Transport			$134,500.00	$202,500.00
G/L Account Number: A.5630.35892.ARPA Section 5311 Rural Transport ARPA Bus Service								
1/1/2024	2024-00001786	JE	GL	REVERSAL - 2023 REVENUE ACCRUAL LIST FORM	EJS 1/1/24		$75,000.00	
12/31/2024	2024-00010739	JE	GL	2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25			$75,000.00
		Account Total:		Section 5311 Rural Transport ARPA Bus Service			$75,000.00	$75,000.00
G/L Account Number: A.5630.35892.CRR Section 5311 Rural Transport CRRSAA Bus Service								
1/1/2024	2024-00001786	JE	GL	REVERSAL - 2023 REVENUE ACCRUAL LIST FORM	EJS 1/1/24		$20,000.00	
12/31/2024	2024-00010739	JE	GL	2024 REVENUAL ACCRUAL LISTING FORM	DWF 3/14/25			$20,000.00
		Account Total:		Section 5311 Rural Transport CRRSAA Bus Service			$20,000.00	$20,000.00

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/16

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BOYS & GIRLS CLUBS OF THE CAPITAL AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME – DEPARTMENT OF PROBATION

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

WHEREAS, Resolution G/307/25 authorized the acceptance of a grant award from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of $255,629.00 for the period of July 1, 2025 through June 30, 2026; and

WHEREAS, Of the total grant award $35,000.00 has been earmarked for community programming, such programming to be provided by the Boys & Girls Clubs of the Capital Area ("BGCCA"), 1700 Seventh Avenue, Troy, New York 12180; and

WHEREAS, BGCCA's targeted outreach program will serve at risk youth in their central Troy, New York location with youth being provided safe and structured activities every other Friday night with the program enabling youth to be off the streets and away from situations where they may be exposed to gun violence; and

WHEREAS, This programming will assist in building positive relationships, providing support and guidance as well as incorporating conflict resolution and anger management in the curriculum, and skill building lessons; and

WHEREAS, Said community program funding will be made available in the 2025 and 2026 Rensselaer County Adopted Budgets via appropriation code A.3140.04700.GIVEPROB.2025.04700; and

WHEREAS, The start and end date 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/ DATES	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT**
Community Programming 9/1/2025 – 6/30/2026	Boys & Girls Clubs of the Capital Area 1700 Seventh Avenue Troy, NY 12180	A.3140.04700. GIVEPROB.2025.04700	$35,000.00

; 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:
Nays:
Abstain:
October 14, 2025

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 The County Executive To Enter Into a Contract With The Boys and Girls Club Of The Capital Area,INC. For Community Programming-Department of Probation

Requested by: Probation

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 17,500.00 current year
$17,500 (2026) 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 $ 0.00 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

   b) For state funding: amount $ 35,000.00 and length of time state funding is available one year. 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 $_____ and ongoing $ 0

   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 Year

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: DCJS awarded the Probation Department $255,629.00 in the GIVE grant to reduce gun violence. A portion of these funds will be utilized to contract with Community Programming, targeting the youth population most at risk. Caseworkers will assist by providing guidance and support, skill building in areas of communication, leadership and teamwork. Activities such as sports, music, art and community service will help channel the youth's energy into positive pursuits rather than turning to gun violence to express themselves.

Department Head

Kara Wohlleber

RECEIVED
AUG 14 2025
RENSSELAER COUNTY
PROBATION DEPARTMENT

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** August 12, 2025

Resolution No. G/307/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION

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

WHEREAS, The Rensselaer County Department of Probation has been awarded a grant from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of $255,629.00 for the period of July 1, 2025 through June 30, 2026; and

WHEREAS, Of the total grant award, $130,314.00 will be allocated within the 2025 Rensselaer County Adopted Budget, and the remainder will be allocated within the Department's 2026 budget; and

WHEREAS, The primary focus of this grant will be to continue to reduce gun involved violent crime, to develop criminal intelligence, and to further implement a joint crime reduction strategy with GIVE Partnerships; and

WHEREAS, The grant award will provide for program expenses including salary and fringe benefits for a Probation Officer (Field Intelligence Officer), other Probation Officers' overtime, personnel expenses related to cognitive behavioral interventions and related expenditures, employment programs, support programs targeting areas of most risk toward violent crime, and training; 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 grant agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

CODE	PRESENT	CHANGE	REVISED
A.3140.33109 .GIVEPROB.2025.33109 Probation - GIVE Partnership Grant	$ 0.00	$130,314.00	$130,314.00

GENERAL FUND APPROPRIATIONS

CODE	PRESENT	CHANGE	REVISED
A.3140 Department of Probation			
.01007.GIVEPROB .2025.01007 Overtime	$ 0.00	$ 47,000.00	$ 47,000.00
.01007.GIVEPROB .2025.01007 Probation Officer	$ 0.00	$ 38,809.00	$ 38,809.00
.01007.GIVEPROB .2025.01007 On-call Stipend	$ 0.00	$ 3,000.00	$ 3,000.00
.04540.GIVEPROB .2025.04540 Publications	$ 0.00	$ 1,750.00	$ 1,750.00
.04560.GIVEPROB .2025.04560 Training	$ 0.00	$ 710.00	$ 710.00
.04700.GIVEPROB .2025.04700 Program Expenditures	$ 0.00	$ 20,275.00	$ 20,275.00

GENERAL FUND APPROPRIATIONS

CODE	PRESENT	CHANGE	REVISED
.08008.GIVEPROB .2025.08008 Employee Benefits	$ 0.00	$ 18,770.00	$ 18,770.00
TOTAL APPROPRIATIONS:		$130,314.00	

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
August 12, 2025

Clerk of the Legislature

Sent to County Executive 8/13/25

Received from County Executive 8/13/25

Jessica L. Chan

Clerk of the Legislature

Executive Action

Approved ✓ Date 8/13/25

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 12th day of August, 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 13th day of August, 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 13th day of August, 2025.

Seal

Jessica L. Charette

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

BOYS & GIRLS CLUBS
OF THE CAPITAL AREA

Memorandum of Understanding
Troy, New York GIVE XII

The Boys & Girls Club will be coordinating with the Rensselaer County Probation Department for GIVE XI. Boys & Girls Clubs of the Capital Area will be responsible to do the following:

Friday Teen Night: For 20 sessions (about twice a month) we are looking to keep our programs open on Friday nights. Offerings include both Teen Night and Family Night, ensuring we serve all segments of the community. Programming will:

1. Provide Safe and Structured Activities: By providing safe and structured activities for young people, which can help keep them off the streets and away from situations where they might be exposed to gun violence. By staying open longer hours, these programs can provide a safe and positive environment for youth during times when they might otherwise be unsupervised.
2. Open Swim: The Open Swim components of our sessions offer numerous benefits to residents of Troy and Rensselaer County, including bonding and quality time, stress relief and relaxation, and a safe environment. Providing community members with access to the pool allows youth and their caregivers to practice their swimming skills, ensuring they can maintain this critical ability.
3. Build Positive Relationships: Our programs will also help young people build positive relationships with adults and peers. These relationships can provide support and guidance, which can be particularly important for youth who may not have positive role models or support systems at home.
4. Provides Opportunities for Skill Building: BGCCA programs provide opportunities for young people to build important life skills such as leadership, communication, and teamwork. By staying open longer hours, these programs can provide more time for skill-building activities and help young people develop the skills they need to succeed in school, work, and life.
5. Offers Alternatives to Gun Violence: Finally, youth programs can offer alternatives to gun violence by providing young people with positive outlets for their energy and emotions. By offering activities such as sports, music, art, and community service, these programs can help young people channel their energy into positive pursuits rather than turning to gun violence to express themselves.

Hiring an Aquatics and Sports Director is crucial to deliver swimming and sports programming safely and effectively. Key responsibilities include hiring and training staff, ensuring pool and equipment maintenance, implementing safety protocols, creating budgets, and marketing aquatic and sports activities to increase participation. The hiring process for the Aquatics and Sports Director would begin in September, with the likelihood of a November start date.

By providing safe and structured activities, including open swim, building positive relationships, providing opportunities for skill building, and offering alternatives to gun violence, youth programs can help keep young people safe and help them succeed in life.

Name: Patrick Doyle
Position: Interim Chief Executive Officer
Date: 8/21/2025

Signature:

BGCCA's Aquatics and Sports Director

$		Total
Aquatics and Sports Director salary		58,000
Employee benefits, taxes & other employment costs		8,700
Unemployment insurance		5,800
Lifeguard certification		450
Annual cost	**$**	**72,950**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/20

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BACH HARRISON, LLC FOR PREVENTION NEEDS ASSESSMENT SURVEYS – 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 ("Department"), as per funding through NYS Office of Alcohol and Substance Abuse Services (OASAS) is required to undertake a biennial survey through the school districts located within Rensselaer County; and

WHEREAS, To undertake this survey, the Department seeks to enter into a Memorandum of Understanding with Bach Harrison, LLC, a previously utilized sole-source provider of Prevention Needs Assessment (PNA) surveys, for the period of October 1, 2025 through December 31, 2025; and

WHEREAS, The Department is seeking to continue to provide support services utilizing OASAS funding to reduce underage drinking and drug use; and

WHEREAS, The start and end dates of such MOU, the source of funding of the same, the total amount to be expended over the life of the same, and the name of the contracting party are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Prevention needs assessment surveys 10/1/2025 – 12/31/2025	Bach Harrison, LLC 116 South 500 East Salt Lake City, UT 84102	A.4323.04900	$16,125.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: X

Title of Legislation: Resolution Authorizing an Agreement with Bach Harrison, LLC

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 16,125.00 current year
_____ ongoing expenses per year

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

   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 $ 16,125.00 and length of time state funding is available 2025. 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 $_____

   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.): bi-annually or as required

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This survey is critically important to Rensselaer County in developing planning and strategies to prevent/reduce underage drinking and substance abuse in our schools and communities throughout Rensselaer County. The bi-annual prevention needs assessment survey is mandated under our funding from NYS Office of Addiction and Support Services (OASAS).

Department Head

Katherine J. Bach-Case

Memorandum of Understanding for Surveying Services

Bach Harrison, L.L.C., 116 South 500 East, Salt Lake City, Utah 84102, Phone: 801-359-2064, Fax: 801-524-9688 agrees to provide the following survey services for: Rensselaer County

SHIP TO:
Kirstein DonVito
kdonvito@rensco.com

BILL TO:
Rensselaer Co Dept. of Mental Health
Attn: Ashley Basolt
1600 7th Ave.
Troy, NY 12180

Cost

Estimated number of surveys:	6,030
Cost per survey:	$2.50
Written evaluation:	$1,000.00
Jump drive w/ reports	$50.00
Estimated total:	$16,125.00

Any changes after you have approved the final report will be billed at $150 an hour

Survey Date

Sept. 2025

Services

1. **Provide consultation** on conducting the Prevention Needs Assessment Survey.

2. **Email** the following materials to the above email address:
   - Survey links – one link per participating school
   - Teacher online instructions

3. **Develop database, conduct analysis, and prepare profile reports with data extending back through the last three administrations for:** *Rensselaer, NY*
4. **Email results to Agency**: *Reports will be emailed approximately six to eight weeks after the online surveying window has closed.*

Payment

Payment is due when final reports have been received.

We agree to the terms specified above.

R. Steven Harrison, Ph.D.
President
Bach Harrison, L.L.C.

8-27-2025
Date

Agency Representative

9/16/25
Date

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/21

RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS – DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, Resolution G/185/25 authorized the Department of Mental Health ("Department") to enter into an agreement with Highmark Western and Northeastern New York, Inc. ("Highmark") to provide mental health services to members for financial reimbursement; and

WHEREAS, Highmark Western and Northeastern New York, Inc. failed to issue the minimum applicable reimbursement rate per billable claim pursuant to the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate; and

WHEREAS, The Department seeks Legislative authorization to enter into a Settlement Letter of Agreement to accept a lump sum payment of $14,359.03 as payment in full for the shortfall of relevant claims for services provided between January 1, 2025 and paid on or before July 5, 2025; now, therefore, be it

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

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: X

Title of Legislation: Resolution Authorizing and Agreement with Highmark Western and Northeastern of New York, Inc.

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 14,359.03 current year
_____ 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 $_____ 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.): one-time lump sum payment

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: RCDMH is contracted to provide mental health services to members of Highmark. Highmark has determined they underpaid the department on specified claims with service dates 1/1/25 through 7/5/25 and seeks to reimburse the department the difference, plus interest in some cases, with a lump sum payment of $14,359.03, that has been approvedby NYS regulatory agencies overseeing this mandate.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** May 13, 2025

Resolution No. G/185/25

RESOLUTION AUTHORIZING PROVIDER SERVICES AGREEMENTS WITH HIGHMARK BLUE SHIELD FOR MENTAL HEALTH SERVICES - UNIFIED FAMILY SERVICES DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Rensselaer County Department of Mental Health ("Department") seeks Legislative authorization to enter into Professional Services agreements with Highmark Western and Northeastern New York, Inc. d/b/a Highmark Blue Shield for the purpose of providing mental health services to Highmark Members for financial reimbursement; and

WHEREAS, The Medicare and Professional Services Agreements will commence January 1, 2025 through December 31, 2025 and will automatically renew annually; and

WHEREAS, The revenue source will be designated within the 2025 Rensselaer County Adopted Budget and future subsequent budgets via revenue code A.4320.16201 Mental Health Fees - General; and

WHEREAS, The start and end dates of such agreement, the source of revenue of the same, and the name and address of the contracting party are as follows:

DESCRIPTION/DATES	VENDOR	REVENUE CODE
Reimbursement for Services to Members 1/1/2025-12/31/2025	Highmark Western and Northeastern New York Inc. d/b/a Highmark Blue Shield P.O. Box 898842 Camp Hill, PA 17089-8842	A.4320.16201

; 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: 17
Nays: 0
Abstain: 0
May 13, 2025

Please note that this resolution was not received back from the County Executive, therefore pursuant to Section 3.06 (C) of the Rensselaer County Charter, if the County Executive fails to act upon a resolution within the ten day period set forth in Section 3.06(B) of the Rensselaer County Charter, such resolution shall be deemed approved.

Clerk of the Legislature
Sent to County Executive 5/14/25

Received from County Executive

Jessica L. Chavo
Clerk of the Legislature

Executive Action
Approved **Date**

Disapproved
Veto Message Attached and Returned to Clerk

County Executive

HIGHMARK
WESTERN AND NORTHEASTERN NEW YORK

CONFIDENTIAL SETTLEMENT LETTER OF AGREEMENT

Sept 4, 2025

Via electronic mail: EPendergast@renscony.gov

Rensselaer County Department of Mental Health
1600 Seventh Avenue
Troy, NY 12180 -3410

Dear Ms. Pendergast,

This letter of agreement ("Agreement") is between Highmark Western and Northeastern New York Inc.[1] ("Highmark") and Rensselaer County Department of Mental Health.

("Provider") and is related to the network participation agreement that is in effect between Highmark and Provider (as amended, the "Participation Agreement") and the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate ("Mandate"). Highmark and Provider may be referenced individually as a "Party" and collectively as the "Parties." This Agreement is effective the date on which both Parties have executed this Agreement.

This Agreement shall memorialize the mutual agreement between Highmark and Provider to the terms and conditions set forth herein. For ease of reference, some terms used in this Agreement are defined below:

- "Relevant Claims" means Provider's claims for covered services rendered to Highmark members pursuant to the Participation Agreement on dates of service beginning January 1, 2025, which Highmark paid on or before July 5, 2025, and which are itemized on "Attachment A"

- "Difference" means the sum of (i) the difference between the allowed amount that Highmark's previously determined for Relevant Claim payments and the minimum applicable reimbursement rate pursuant to the Mandate, plus (ii) any applicable statutory prompt pay interest.

- "Total Settlement Amount" means Fourteen Thousand Three Hundred Fifty Nine Dollars and Three cents ($14, 359.03) which is the total Difference in the aggregate for all Related Claims.

Highmark and Provider agree that Highmark shall pay Provider the Difference for all Relevant Claims (as itemized in "Attachment A") in the Total Settlement Amount via ACH wire transfer. Payment of the Total Settlement Amount will be made within thirty (30) days following the later of:

(i) Highmark's receipt of a fully executed version of this Agreement; or
(ii) Highmark's receipt of Provider's designated ACH Wire Information and Instructions.

Provider acknowledges and agrees that Highmark's payment of the Total Settlement Amount constitutes the full and final payment and settlement of any and all compensation owed by Highmark to Provider under the Participation Agreement and the Mandate for all of the Relevant Claims ("Settled Matters"). This Settlement pertains only to Relevant Claims.

[1] Highmark Western and Northeastern New York Inc. (f/k/a HealthNow New York Inc.) does business under the trade name "Highmark Blue Cross Blue Shield of Western New York" and "Highmark Blue Shield of Northeastern New York" and is an independent licensee of the Blue Cross and Blue Shield Association.

Provider will not bill, charge, collect a deposit from, seek reimbursement from or have any recourse against Highmark members (or any person other than Highmark) for the Difference on the Relevant Claims.

In consideration of the payment of the Total Settlement Amount, Provider, for itself and its affiliates, directors, officers, employees, successors and assigns, hereby fully and finally releases and forever discharges Highmark and its affiliates, directors, officers, employees, successors and assigns, from and against any and all claims, liabilities, debts, demands, joinders, costs, damages or other causes of action of any kind or nature whatsoever, known or unknown, which it may have, or may claim to have at any time hereafter, directly or indirectly, arising out of or relating to any Settled Matters.

The Parties acknowledge and agree that the terms of this Agreement shall remain strictly confidential and shall not be disclosed to any third party at any time or in any form other than (i) as required by law (including without limitation by Highmark to the New York State Departments of Health or Financial Services or other regulator having jurisdiction); (ii) in an action or other proceeding between the Parties regarding enforcement of the terms of this Agreement; or (iii) by written consent of the other Party.

This Agreement shall be binding upon each of Highmark and Provider and constitutes the entire agreement between Highmark and Provider regarding the subject matter of this Agreement and supersedes all prior written or oral agreements with respect to such subject matter. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of Highmark and Provider. Neither Party may assign this Agreement without the other Party's prior written consent. The rights, duties and obligations of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument. Electronically signed versions of this Agreement shall constitute originals for all purposes.

To the extent not superseded by Federal law, the rights and obligations of Highmark and Provider under this Agreement shall be governed by the laws of the State of New York. The courts of the State of New York shall have exclusive jurisdiction over any and all matters or disputes arising from this Agreement.

If the terms of this Agreement reflect Provider’s understanding of the agreement between Highmark and Provider, please execute and return a signed copy of this Agreement to Highmark. By signing this Agreement, each of the undersigned represents and warrants to the other Party that he/she/they has sufficient authority to bind its respective Party to the terms and conditions of this Agreement, and that such Party has duly authorized such action.

Sincerely,

Highmark Western and Northeastern New York Inc.

By: _____

Printed Name: _____

Title: _____

Email Address: _____

Rensselaer County Department of Mental Health ("PROVIDER") ACCEPTANCE AND AGREEMENT:
Provider hereby accepts and enters into this Agreement by its duly authorized signature subscribed below:

By: _____

Printed Name: _____

Title: _____

Email Address: _____

ATTACHMENT A

Relevant Claims

Claim Number	Provider Name	Tax Id	UnderPay	Interest
22256552630	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22256552632	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22256552645	Rensselaer County Dept of Mental Health	146002569	$96.36	$4.06
22258241066	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22259971834	Rensselaer County Dept of Mental Health	146002569	$96.36	$2.34
22259971835	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22261754044	Rensselaer County Dept of Mental Health	146002569	$96.36	$-
22261754046	Rensselaer County Dept of Mental Health	146002569	$96.36	$-
22254186727	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22256552634	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22256552635	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22258241068	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22258241069	Rensselaer County Dept of Mental Health	146002569	$96.36	$3.20
22259971832	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22259971833	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22261754050	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22261754051	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22360974541	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22460098485	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22460098486	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22461879718	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22461879719	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22461879720	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22461879721	Rensselaer County Dept of Mental Health	146002569	$79.06	$-
22254186726	Rensselaer County Dept of Mental Health	146002569	$221.82	$11.96
22256552633	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22256552631	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22258241067	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22259971836	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22261754045	Rensselaer County Dept of Mental Health	146002569	$221.82	$3.28
22454303889	Rensselaer County Dept of Mental Health	146002569	$84.91	$4.58
22456672894	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22456672895	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22456672896	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22458367482	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22458367484	Rensselaer County Dept of Mental Health	146002569	$51.44	$-
22458367485	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22458367486	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37

22460098479	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22460098481	Rensselaer County Dept of Mental Health	146002569	$84.91	$2.07
22460098482	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22460098480	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22460098483	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22460098484	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22461879723	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22461879717	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22854443753	Rensselaer County Dept of Mental Health	146002569	$221.82	$11.96
22856817870	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22858512901	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22860242503	Rensselaer County Dept of Mental Health	146002569	$221.82	$5.40
22862031276	Rensselaer County Dept of Mental Health	146002569	$221.82	$3.28
22762883282	Rensselaer County Dept of Mental Health	146002569	$140.28	$-
22079363131	Rensselaer County Dept of Mental Health	146002569	$201.43	$4.90
22081142397	Rensselaer County Dept of Mental Health	146002569	$157.85	$2.34
22081142397	Rensselaer County Dept of Mental Health	146002569	$28.48	$0.42
22081142395	Rensselaer County Dept of Mental Health	146002569	$-	$-
22081142395	Rensselaer County Dept of Mental Health	146002569	$-	$-
22156562459	Rensselaer County Dept of Mental Health	146002569	$43.62	$-
22856817871	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22856817873	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22159336393	Rensselaer County Dept of Mental Health	146002569	$45.55	$-
22161006195	Rensselaer County Dept of Mental Health	146002569	$45.55	$-
22861242064	Rensselaer County Dept of Mental Health	146002569	$129.03	$2.46
22261754047	Rensselaer County Dept of Mental Health	146002569	$216.43	$3.20
22261754048	Rensselaer County Dept of Mental Health	146002569	$95.55	$-
22261754049	Rensselaer County Dept of Mental Health	146002569	$123.63	$-
22155600902	Rensselaer County Dept of Mental Health	146002569	$129.03	$6.11
22156656095	Rensselaer County Dept of Mental Health	146002569	$96.36	$4.06
22158350541	Rensselaer County Dept of Mental Health	146002569	$96.36	$3.20
22158350542	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22160080877	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22160080878	Rensselaer County Dept of Mental Health	146002569	$96.36	$2.34
22161864827	Rensselaer County Dept of Mental Health	146002569	$96.36	$-
22754351835	Rensselaer County Dept of Mental Health	146002569	$221.82	$11.96
22756723496	Rensselaer County Dept of Mental Health	146002569	$221.82	$9.33
22756723495	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22758419581	Rensselaer County Dept of Mental Health	146002569	$221.82	$7.37
22154287958	Rensselaer County Dept of Mental Health	146002569	$129.03	$6.96
22154287959	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22154287960	Rensselaer County Dept of Mental Health	146002569	$129.03	$6.96
22154287961	Rensselaer County Dept of Mental Health	146002569	$129.03	$6.96

22154287962	Rensselaer County Dept of Mental Health	146002569	$129.03	$6.96
22156656118	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22156656093	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22156656094	Rensselaer County Dept of Mental Health	146002569	$129.03	$5.43
22158350535	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350534	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350536	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350537	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350538	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350539	Rensselaer County Dept of Mental Health	146002569	$129.03	$4.28
22158350540	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22160080873	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22160080874	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22160080875	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22160080876	Rensselaer County Dept of Mental Health	146002569	$129.03	$3.14
22161864823	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22161864829	Rensselaer County Dept of Mental Health	146002569	$31.49	$-
22161864824	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22161864825	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22161864826	Rensselaer County Dept of Mental Health	146002569	$129.03	$-
22654465761	Rensselaer County Dept of Mental Health	146002569	$92.28	$4.98
22654465762	Rensselaer County Dept of Mental Health	146002569	$92.28	$4.98
22656844639	Rensselaer County Dept of Mental Health	146002569	$92.28	$3.88
22658547951	Rensselaer County Dept of Mental Health	146002569	$92.28	$3.06
22660284429	Rensselaer County Dept of Mental Health	146002569	$92.28	$2.25
22662082052	Rensselaer County Dept of Mental Health	146002569	$92.28	$-
Total			$13,970.24	$388.79

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety **Committee** **Date** October 14, 2025

Resolution No. G/22

RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF

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

WHEREAS, Resolution G/341/23 authorized the Rensselaer County Sheriff's Office ("Department") to enter into a Cooperative Agreement with the Rensselaer County Department of Health through a New York State Department of Health ("NYSDOH") grant for the Adolescent Tobacco Use Prevention Act ("ATUPA"); and

WHEREAS, The Department has received funds in the amount of $51,228.00 from the Rensselaer County Department of Health as the County's portion of money seizures for monitoring and enforcement of ATUPA regarding the sale of tobacco products to underage consumers; now, therefore, be it

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

CODE/DESCRIPTION		PRESENT	CHANGE	REVISED
A.3110.26251	Forfeiture of Crime Proceeds	$35,703.00	$51,228.00	$86,931.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION		PRESENT	CHANGE	REVISED
A.3110.04500	Special Department Supplies ATUPA	$35,703.00	$51,228.00	$86,931.00

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: Amending the 2025 Rensselaer County Adopted Budget

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 51,228.00 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 $_____ 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 $ 0.00 and ongoing $ 0.00

   e) Other (please explain) $ 51,228.00

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Use proceeds from criminal investigations checks received by County to make needed purchases without increasing tax levy.

Department Head

Kyle Bourgault

Detail General Ledger Report

G/L Date Range 01/01/25 - 09/30/25
Exclude Sub Ledger Detail
Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number A.3110.26251 Forfeiture of Crime Proceeds								Balance To Date:	$0.00
01/08/2025	2025-00000259	JE	RA	Batch #0038 1/10/2025	Collections			826.00	(826.00)
01/09/2025	2025-00000287	JE	RA	Batch #0046 1/13/2025	Collections			904.00	(1,730.00)
					Month January 2025 Totals		$0.00	$1,730.00	($1,730.00)
03/24/2025	2025-00002370	JE	RA	Batch #0499 3/26/2025	Collections			1,434.00	(3,164.00)
03/24/2025	2025-00002370	JE	RA	Batch #0499 3/26/2025	Collections			3,715.00	(6,879.00)
					Month March 2025 Totals		$0.00	$5,149.00	($6,879.00)
05/19/2025	2025-00004034	JE	RA	Batch #0825 5/21/2025	Collections			2,922.00	(9,801.00)
05/19/2025	2025-00004034	JE	RA	Batch #0825 5/21/2025	Collections			4,039.00	(13,840.00)
					Month May 2025 Totals		$0.00	$6,961.00	($13,840.00)
06/03/2025	2025-00004387	JE	GL	Sheriff Share of Atupa Violations				2,417.00	(16,257.00)
06/05/2025	2025-00004483	JE	GL	Sheriff Share of Atupa Violations				12,746.00	(29,003.00)
06/05/2025	2025-00004594	JE	RA	Batch #0920 6/9/2025	Collections			387.00	(29,390.00)
06/20/2025	2025-00004996	JE	RA	Batch #1003 6/24/2025	Collections			625.00	(30,015.00)
06/23/2025	2025-00005024	JE	RA	Batch #1008 6/25/2025	Collections			3,268.00	(33,283.00)
					Month June 2025 Totals		$0.00	$19,443.00	($33,283.00)
07/10/2025	2025-00005585	JE	RA	Batch #1117 7/15/2025	Collections			1,394.00	(34,677.00)
07/17/2025	2025-00005743	JE	RA	Batch #1157 7/21/2025	Collections			2,295.00	(36,972.00)
					Month July 2025 Totals		$0.00	$3,689.00	($36,972.00)
09/10/2025	2025-00007306	JE	GL	Atupa compliance checks to Sheriff - Jan - Mar 2025				OT 10,811.14	(47,783.14)
09/10/2025	2025-00007306	JE	GL	Atupa compliance checks to Sheriff - Apr - Jun 2025				OT 9,661.44	(57,444.58)
09/10/2025	2025-00007309	JE	GL	Sheriff Share of Atupa Violations				3,816.00	(61,260.58)
09/10/2025	2025-00007309	JE	GL	Sheriff Share of Atupa Violations				8,266.00	(69,526.58)
09/12/2025	2025-00007385	JE	GL	Sheriff Share of Atupa Violations				2,174.00	(71,700.58)
					Month September 2025 Totals		$0.00	$34,728.58	($71,700.58)
					Account Forfeiture of Crime Proceeds Totals		$0.00	$71,700.58	($71,700.58)
					Department Sheriff Totals		$0.00	$71,700.58	
					Fund General Fund Totals		$0.00	$71,700.58	
					Grand Totals		$0.00	$71,700.58	

- 10,811.14
- 9,661.44
51,228.00

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/24

RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR HIGHWAY PATROL VEHICLES – 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 Sheriff's Office seeks Legislative approval to enter into an open-ended lease agreement for the purpose of leasing highway patrol vehicles; and

WHEREAS, The 2025 Rensselaer County Adopted Budget provides an appropriation (A.3110.02300 Automobile) for the procurement of new Highway Patrol vehicles and equipment for the Sheriff's Office; and

WHEREAS, It has been determined that it is beneficial and cost effective to lease these vehicles by creating positive equity and annual savings for Rensselaer County estimated at $698,000.00 over 10 years; and

WHEREAS, Pursuant to Section 103(3) of the General Municipal Law, the Department is piggybacking off of Sourcewell Contract no. 030122 with Enterprise Fleet Management, Inc. for the leasing of vehicles; and

WHEREAS, Leasing of these vehicles will enable the Sheriff's Office to replace all of its vehicles over the course of 4 years, shorten the current vehicle life cycle to 4 years, receive resale proceeds from the net sale at the end of term, and to significantly reduce maintenance/fuel expenses with a newer fleet; and

WHEREAS, This open-ended lease will be with Enterprise Fleet Management, Inc., 248 Buell Road, Rochester, New York 14624, at a total cost of $265,860.00 for 2025, commences November 1, 2025 with the option to renew each fiscal year; and

WHEREAS, 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

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**
Highway Patrol vehicles lease	Enterprise Fleet Management, Inc. 248 Buell Road Rochester, NY 14624	A.3110.02300 Automobile	$265,860.00 – 2025

now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or the Director of the Bureau of Central Services, is authorized to sign the above described lease and financing agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
October 14, 2025

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: Patrol Vehicles Lease Agreement

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 265,860.00 current year
$300,000+ 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 $ 265,860.00 and ongoing $ 300,000.00+

   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.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Leasing of Patrol Vehicles is cost-effective as opposed to purchasing, rotates new vehicles into the fleet, and reduces maintenance/fuel expenses.

Department Head

Kyle Bourgault

From: Blais, Nicholas
To: Turner, Jennifer
Cc: Carroll, Daniel
Subject: FW: Vehicles Lease
Date: Friday, September 19, 2025 2:17:08 PM

FYI

Respectfully,

Nicholas J. Blais
Director of Budget
Rensselaer County
99 Troy Road
East Greenbush, NY
(518) 270-2796

From: Carroll, Daniel <DCarroll@renscony.gov>
Sent: Friday, September 19, 2025 6:33 AM
To: Blais, Nicholas <nblais@renscony.gov>
Subject: FW: Vehicles Lease

From: Gordon, James <JGordon@renscony.gov>
Sent: Thursday, September 18, 2025 2:24 PM
To: Carroll, Daniel <DCarroll@renscony.gov>
Cc: Pyle, Derek <DPyle@renscony.gov>
Subject: Re: Vehicles Lease

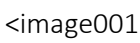
Good to go

Jim Gordon

Sent from my iPhone 12

> On Sep 18, 2025, at 1:03 PM, Carroll, Daniel <DCarroll@renscony.gov> wrote:

Please respond ASAP. Thank you



<FLEET MGR LEASE VEHICLES- PATROL (BUDGET).doc>

enterprise

FLEET MANAGEMENT

PREPARED FOR:

Lewey Cano	732.822.7205	Lewey.A.Cano@efleets.com
Fleet Consultant	PHONE	EMAIL

FLEET SYNOPSIS | Rensselaer County Sheriff's Office

CURRENT SITUATION – Patrol Fleet

Current fleet age is negatively impacting the fleet operations & service

- **59%** of the patrol fleet is currently 4 years or older – across 22 Vehicle Sample Size
- **5.1 years** is the current average age of the fleet
- Older vehicles have higher fuel & maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity
- Resale of aging fleet is significantly reduced

THE KEY CONSIDERATIONS I OBJECTIVES

Identify an effective vehicle life cycle that uses the fleet equity to fund replacements, creating a conservative budget savings of over $698,000 in 10 years compared to the current County's Fleet Budget

- Shorten the current vehicle life cycle to 4 years (Current Hold ~ 10 Years)
- Free up more than $20,000 in capital from the salvage of 7 vehicles in the first year alone
- Significantly reduce Maintenance/Fuel Expenses with a Newer Fleet
- Minimize downtime, specifically around upfitting and vehicle turnaround time getting new vehicles into operation

Flexible Funding Option Allowing the Sheriff's Office to Replace Vehicles at the Optimal Time

- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity at the end of term.
    - No mileage restrictions or wear/tear charges like a traditional Close-Ended (Retail Lease)
    - County receives resale proceeds from the Net Sale at end of term

Increase safety with newer vehicles

- (5) vehicles predate standardization of back up camera (2018)
- Modern STANDARD Safety features include – backup camera, Bluetooth, front collision warning, Electronic Stability Control
- Modern OPTIONAL Safety features include – Lane departure warning, pedestrian cross-traffic alert

Piggyback Sourcewell Awarded Contract # 030122 that addresses the following:

- Access to all fleet management services as applicable to the needs of the county
- Supports the county's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RESULTS

By partnering with Enterprise Fleet Management, County of Rensselaer will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, County of Rensselaer will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 10% above Black Book value. By shifting from reactively replacing older vehicles to proactively planning vehicle purchases, County of Rensselaer will be able to replace all of its vehicles over the course of 4 years while creating a sustainable savings of over $16,000 annually moving forward.

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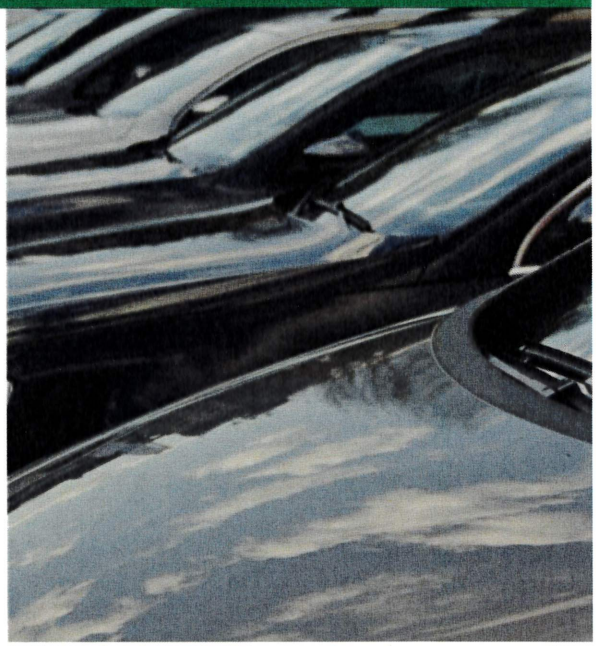
CASE STUDIES

Columbia County expects to save over $320,000 with Enterprise's Program.



BACKGROUND

Location:	Hudson, NY
Industry:	Government
Total vehicles:	124 vehicles

THE PROBLEM

Columbia County's budget was being negatively impacted by an aging fleet. Almost half of the county's fleet was 10 years or older. The county would only purchase new vehicles when broken-down vehicles were inoperable, creating unpredictable capital expenses.

THE SOLUTION

Columbia County partnered with Enterprise Fleet Management to reduce the average age of the fleet. Enterprise proposed a plan that would allow the county to replace vehicles every five years. In addition, the county would be able to gain over $200,000 in capital from the resale of the existing vehicles, over a five-year span.

"The biggest benefit for Columbia County is that our relationship with Enterprise has given us the ability to provide more efficient, safer vehicles to our Departments and the citizens that they serve, while keeping capital spending to a minimum."

– Matt Murell, Chairman

"Columbia County supervisors approved a contract with Enterprise Fleet Management to shift [their non-first responder vehicles] to a leased vehicle fleet to reduce maintenance costs and reduce capital outlay."

– GovernmentFleet.com,
N.Y. County's Fleet Leasing Plan Reduces Costs, August 19, 2015

THE RESULTS

The county's new vehicles have driven down fuel expenses with increased fuel efficiency – reducing overall maintenance expenses and decreasing vehicle downtime. All of this, coupled with an annual fleet evaluation to continually assess the county's costs has simplified operations and improved the county image.

Key Results

ESTIMATED $320,000 SAVINGS OVER THE NEXT 10 YEARS

SAFER VEHICLES WITH IMPROVED IMAGE

INCREASED FUEL EFFICIENCY BY 20–25%

To learn more, visit efleets.com or call 877-23-FLEET.

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County reduces fleet costs and stays on budget by partnering with Enterprise Fleet Management.

BACKGROUND

Location:	Sullivan County, NY
Industry:	Government
Total vehicles:	156 vehicles

THE PROBLEM

Sullivan County was trying to maintain an aging fleet with a fixed budget and fewer resources. On average, their vehicles were 8 years old and had been driven over 96,000 miles. Increasing expenses, such as fuel and maintenance were creating inefficiencies that were starting to exceed their budget. Sullivan County was also ordering new vehicles as the old ones became inoperable, causing delayed and inconsistent vehicle purchases.

THE SOLUTION

After partnering with Enterprise Fleet Management, the county implemented a plan to replace vehicles on a five-year schedule to help improve and streamline the ordering process. Sullivan County also benefits from a fixed and budgeted maintenance program to reduce all maintenance and repair costs. Since partnering with Enterprise Fleet Management, the county will be able to sell existing vehicles at a higher price through Enterprises' extensive number of resale outlets. In addition, the integration of more fuel efficient vehicles has reduced the county's carbon footprint.

"For the last year the Enterprise Account Team has helped us with every aspect of our fleet. The implementation of this program has been a smooth process with powerful data & analytics to support every recommendation. Enterprise is an invaluable partner and consistently provides us with exceptional customer service."

– Joshua Potosek, County Manager

Sullivan County shifted from reactively replacing inoperable vehicles to planning vehicle purchases, which allowed the county to replace more than 30 of its oldest vehicles within a year. By utilizing Enterprise's resale process, the county anticipates a $700,000 return over the course of the next 5 years.

THE RESULTS

Enterprise Fleet Management was able to provide Sullivan County with a comprehensive vehicle management program to help identify the most cost effective vehicles for the county's needs. The aged fleet was replaced with newer vehicles to increase fuel efficiency and reduce maintenance expenses. Maintenance and repairs will be outsourced to local businesses in the county to further stimulate economic growth. The program is estimated to improve cash flow by over $750,000 over the next 10 years.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

ESTIMATED $750,000 SAVINGS OVER THE NEXT 10 YEARS

30 NEW VEHICLES IN ONE YEAR

ESTIMATED $700,000 RETURN ON VEHICLE RESALE

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PROGRAM RESOURCES | Rensselaer County Sheriff's Office

SAFETY

Annual fleet planning meetings reviewing all vehicle safety standards and features for the county

LOCAL ACCOUNT MANAGEMENT

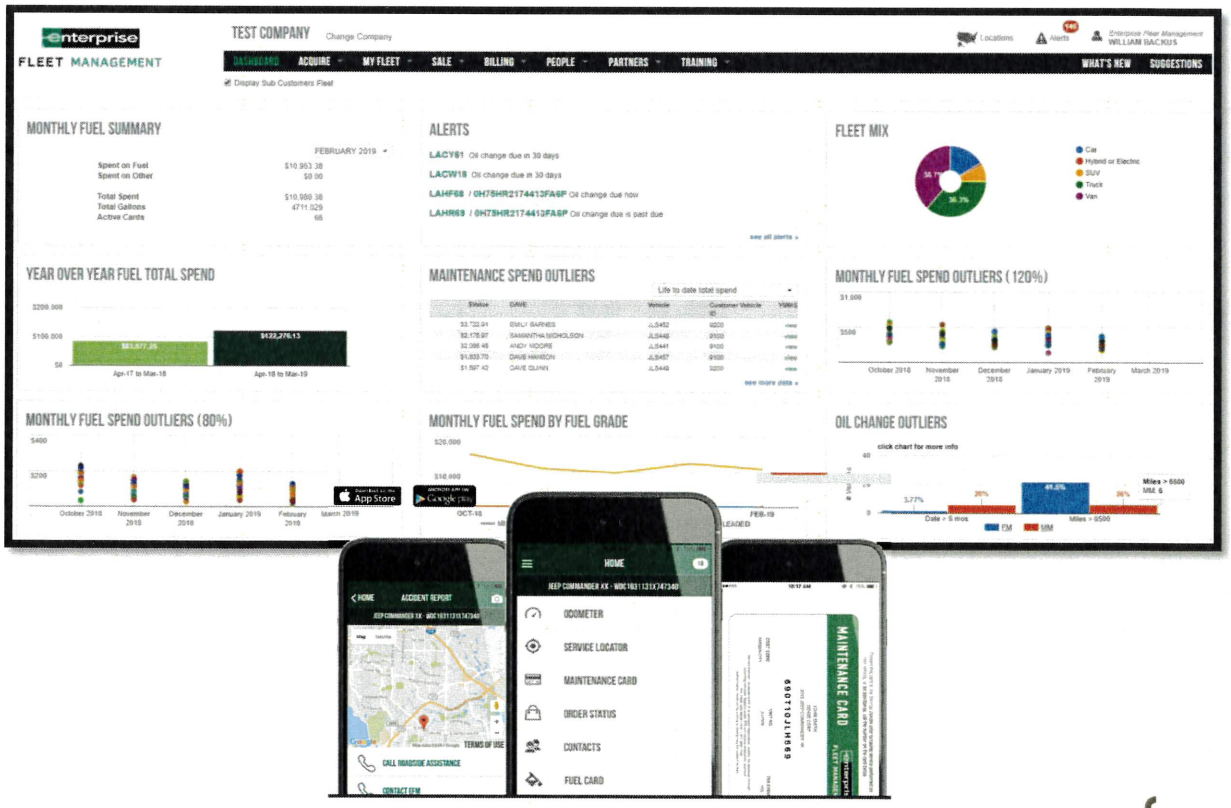
Rensselaer County will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives admin users, up to and including drivers (as needed) all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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CURRENT NYS PARTNERS | Rensselaer County

A FEW CURRENT NYS GOVERNMENT PARTNERS:

- City of Albany
- City of Courtland
- City of Poughkeepsie
- City of Newburgh
- City of Rome
- City of Oneida
- Town of Ramapo
- Suffolk County
- Seneca County
- Madison County
- County of Genesee
- County of Greene
- County of Orange
- County of Columbia
- County of Sullivan
- County of Albany
- County of Lewis
- County of Oneida
- County of Delaware
- County of Oswego
- County of Erie
- County of Putnam

NATIONAL EFM GOVERNMENT PARTNERSHIP SUMMARY:

- Partnered with over 2,500 Government Qualified Entities
- Managing over 93,000 Government Fleet Vehicles
- 98% Customer Retention
- National & Local Association Members (see below)

Sourcewell

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION
NYGFOA
Responsible | Knowledgeable | Accountable

NEW YORK STATE SHERIFFS' ASSOCIATION
NYSSA
Est. 1934

NYSAC
NEW YORK STATE ASSOCIATION OF COUNTIES

TIPS

E&I Cooperative Services
Sourcing. Strategy. Savings.®

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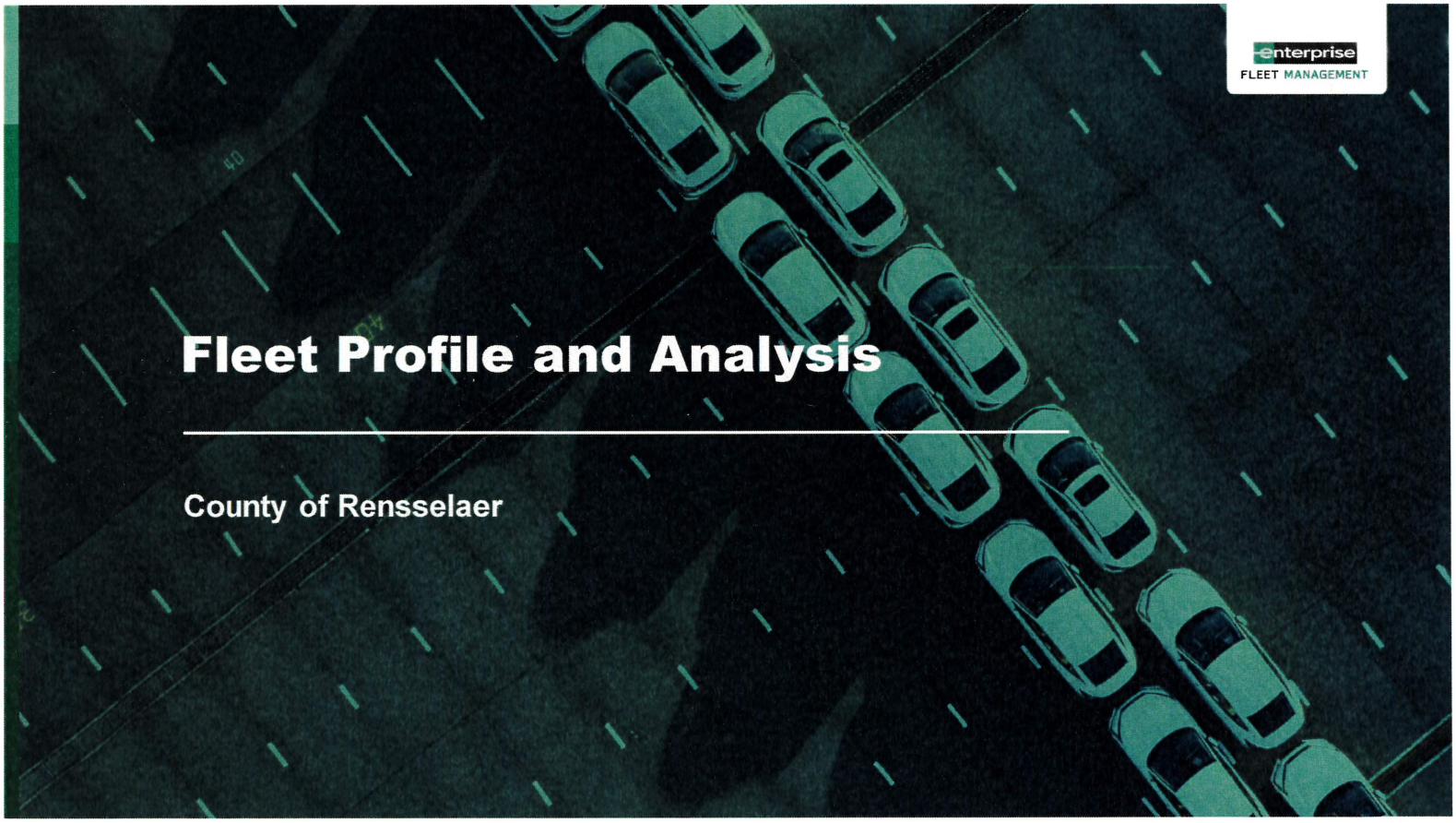


Fleet Profile and Analysis

County of Rensselaer

County of Rensselaer

Fleet Profile and Replacement Schedule

enterprise FLEET MANAGEMENT

Fleet Profile

Vehicle Type	Count	Average Age (years)	Average Annual Mileage
3 Vehicle Types	**22**	**5.1**	**18,900**
Full Size SUV 4x4	1	8.3	9,700
Full-size Sedan-ERV	1	6.3	19,200
Mid Size SUV 4x4-ERV	20	4.9	19,300

Fleet Replacement Schedule

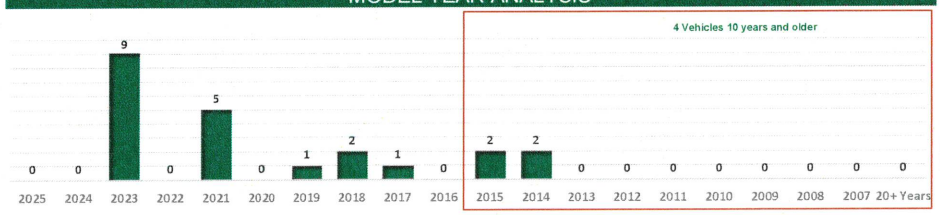
2025	2026	2027	2028	2029	Under-Utilized	Excluded
7	**5**	**5**	**5**	**0**	**0**	**0**
0	1	0	0	0	0	0
1	0	0	0	0	0	0
6	4	5	5	0	0	0

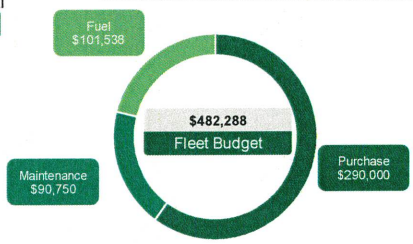
Replacement Criteria

* Fiscal Year 2025 = 10 years old and older, or odometer over 100,000
* Fiscal Year 2026 = 8 years old and older, or odometer over 45,000
* Fiscal Year 2027 = 3 years old and older, or odometer over 25,000
* Fiscal Year 2028 = 2 years old and older, or odometer over 5,000
* Fiscal Year 2029 = Remaining Vehicles
* Underutilized = Annual Mileage less than 1,000

Vehicle Type	Quantity	Avg Age	Avg Annual
SUV	21	5.1	18,835
CAR	1	6.3	19,200
TRUCK	0		
VAN	0		
Totals/Averages:	**22**	**5.1**	**18,900**

MODEL YEAR ANALYSIS





County of Rensselaer

Fleet Planning Analysis

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Fiscal Year	Fleet Size	Fleet Mix Annual Needs	Owned	Leased	Annual Fleet Budget	Net Cash
Average	22	2.0	22	0	482,288	0
Year 1 ('25)	22	7	15	7	265,860	216,428
Year 2 ('26)	22	5	10	12	298,403	183,885
Year 3 ('27)	22	5	5	17	358,613	123,675
Year 4 ('28)	22	5	0	22	407,000	75,288
Year 5 ('29)	22	7	0	22	464,963	17,325
Year 6 ('30)	22	5	0	22	477,070	5,218
Year 7 ('31)	22	5	0	22	477,070	5,218
Year 8 ('32)	22	5	0	22	469,487	12,801
Year 9 ('33)	22	7	0	22	464,963	17,325
Year 10 ('34)	22	5	0	22	477,070	5,218

Key Objectives

Lower average age of the fleet

18% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

Projected Fleet Equity Analysis

YEAR	2025	2026	2027	2028	2029	Under-Utilized
QTY	7	5	5	5	0	0
Est $	$3,188	$12,130	$13,785	$12,497	$0	$0
TOTAL	$22,313	$60,648	$68,927	$62,487	$0	$0

$214,374

Estimated Current Fleet Equity**

* Lease Rates are conservative estimates

**Estimated Projected Fleet Equity is based on the current fleet "sight unseen" based on replacement year and can be adjusted after physical inspection and may change based on market factors, these are not guaranteed values

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote

SAVINGS

10 Year Savings* **$697,638**

Net Sustainable Impact* **$15,880**

*includes total unrealized equity of $35,256

Sourcewell

New York Legal References

State Agencies

N.Y. Stat Fin. Law § 163. Purchasing services and commodities.

10. e. The commissioner may authorize purchases required by state agencies or other authorized purchasers by letting a contract pursuant to a written agreement, or by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states. A state agency purchaser shall document in the procurement record its rationale for the use of a contract let by any department, agency or instrumentality of the United States government or any department, agency, office, political subdivision or instrumentality of any other state or states. Such rationale shall include, but need not be limited to, a determination of need, a consideration of the procurement method by which the contract was awarded, an analysis of alternative procurement sources including an explanation why a competitive procurement or the use of a centralized contract let by the commissioner is not in the best interest of the state, and the reasonableness of cost.

Local Governments

N.Y. Gen. Mun. Law § 103. Advertising for bids and offers; letting of contracts; criminal conspiracies.

16. Notwithstanding the provisions of subdivisions one, two and three of this section, and section one hundred four of this article, any officer, board or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities; provided, however, that no political subdivision or district therein, other than a city with a population of one million or more inhabitants or any district, board or agency with jurisdiction exclusively therein, may make such purchases or contract for such services through the use of such a contract let on the basis of best value in a manner consistent with this section unless the political subdivision or district shall first adopt a local law, rule, regulation or resolution, as the case may be, pursuant to subdivision one of this section, authorizing the use of best value for awarding purchase contracts.

The authority provided to political subdivisions and districts therein pursuant to this subdivision shall not relieve any obligation of such political subdivision or district therein to comply with any applicable minority and women-owned business enterprise program mandates and the preferred source requirements of section one hundred sixty-two of the state finance law.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.

Information current as of: 2025-07-01

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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(Please Copy on Letterhead)

POWER OF ATTORNEY

This shall authorize the **Enterprise Fleet Management, Inc. d/b/a Enterprise FM Trust** employee whose specimen signature appears below, to act as an agent and attorney-in-fact for the below named Registrant in all matters pertaining to the application for title, duplicate title, license, registration, registration renewals, as well as transfers of assigned plates for the vehicles owned by Enterprise FM Trust.

SPECIMEN SIGNATURE: _____
(Enterprise FM Trust employee signature)

_____
(Printed Name)

COMPANY NAME: _____

COMPANY ADDRESS: _____

_____

BY: **X** _____

_____
(Print Name & Title)

Subscribed to and sworn before me this

_____ *day of* _____ *2025*

_____
Notary Public

enterprise
FLEET MANAGEMENT

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

_____

By: _____

Title: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

_____

By: _____

Title: _____

Date Signed: _____, _____

© 2017 Enterprise Fleet Management, Inc. 102096 Self-Insurance Addendum (Equity, Physical Damage)

enterprise
FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

enterprise
FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____ Print Name	_____ Title
_____ Signature	_____ Company Name

_____ Date

© 2018 Enterprise Fleet Management, Inc. H00479 Authorized Signer Page

enterprise FLEET MANAGEMENT

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____

Street Address _____ City _____ State _____ Zip _____

E-mail _____ Phone # _____ Fax # _____

Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____

Type of Business _____ Duns Number _____

Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____

Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No

Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal

Published Annual Reports ☐ Yes ☐ No

Income Tax Returns (3 years) ☐ Yes ☐ No

Other Items Included: _____

Federal ID Number: _____

Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	**Phone #**	**E-Mail Address**	**Acct #**	**# of Vehicles**
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____

Street Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____

Street Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone # _____ Fax # _____

Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____

Street Address _____ City _____ State _____ Zip _____

Bank Contact Name _____ Phone # _____ Fax # _____

ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a $25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title
_____	_____
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____	_____
Print Name	Title
_____	_____
Signature	Company Name

_____
Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

© 2018 Enterprise Fleet Management, Inc. H00479_EFM Government Credit Application

enterprise
FLEET MANAGEMENT

MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of $1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

26,001-33,000 GVWR: a minimum of $2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

33,001+ GVWR: a minimum of $5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible, no aggregate limits

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

© 2019 Enterprise Fleet Management, Inc. J03159_Medium and Heavy Duty Vehicle Insurance Addendum - Liability - Equity

Turner, Jennifer

From: Macari, Paul
Sent: Thursday, September 25, 2025 9:51 AM
To: Turner, Jennifer
Subject: FW: Enterprise
Attachments: Lease_Schedules_Current SAMPLE.pdf; Capital Lease Addendum_Sample.pdf; Contract 030122 EFM Pricing (10).xlsx; Rule of 78 Comparison to Baloon payment.xls

All of this should go with back up and budget to review

From: Keegan, Amy <AKeegan@renscony.gov>
Sent: Thursday, September 25, 2025 9:47 AM
To: Macari, Paul <PMacari@renscony.gov>; Kempf, Carl <CKempf@renscony.gov>
Subject: FW: Enterprise

From: Carroll, Daniel <DCarroll@renscony.gov>
Sent: Thursday, September 25, 2025 6:59 AM
To: Keegan, Amy <AKeegan@renscony.gov>
Subject: FW: Enterprise

From: Cano, Lewey A <Lewey.A.Cano@efleets.com>
Sent: Wednesday, September 24, 2025 10:48 AM
To: Carroll, Daniel <DCarroll@renscony.gov>; Jaworski, Robert L <Robert.L.Jaworski@efleets.com>
Subject: RE: Enterprise

Good morning Dan, please find the attached lease schedule sample, capital lease sample. Sourcewell pricing and Rule of 78 comparisons for reference.

1. Can vendor provide a same Schedule, one that is being used in at this time?
   - I have attached a sample lease example for reference. Due to the confidentiality of each agreement, I cannot share one being used currently without prior consent from the client.

2. If I read the information correctly, it looks like the vendor sends the vehicle, and schedule, with the County having 10 days to accept
   - Does the County select the vehicle and agree to the terms before the vehicle and schedule are delivered?
   - Yes, the county will review the provided quote with the Client Strategy Manager inclusive of terms, spec of vehicle and upon activation of the lease, a final schedule is provided/available in the portal.

3. A 36-month lease term is used in paragraph 3(c) -- 15,000 miles per year? Has the mileage been discussed? Mileage restrictions?
   - The language in 3© speaks to an operating lease in order not to trigger FASB.
   - If you prefer, we can strike 3(c) and offer a Capital (Finance) Lease Addendum – second attachment

4. Paragraph 9 (b) will used vehicles be presented to the County for lease?
    - 9(b) speaks to warranty detailed below, can you clarify?
    - 9(b) – the warranty is between the manufacturer and the Lessee. Because Enterprise does not build the vehicle, we cannot honor any sort of warranty, however, we can offer our 'assistance language' – see below:

    - "In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle."

5. How does lease work if it is decided to end at any time? 1 year? 4 years? Etc.
    - The County will have two options if the partnership is ended at anytime prior to the expiration of the lease.
    - The remaining payments can continue to be made to satisfy the terms of the lease, or a bulk payment can be made to satisfy. In the event a bulk payment is made rule of 78's would apply, if you want, we can hop on a call with you to discuss.
    - Rule of 78's is the 4th attachment which shows a side-by-side comparison to a conventional finance. Essentially, we straight-line depreciate the vehicles, thus paying it down 'faster' then a conventional type finance. In the event there is an early termination we are simply recouping a portion of the interest component we would have collected had the finance be one of a conventional type loan.

6. Blanks left in the agreements for sale of vehicles?
    - Third attachment is Sourcewell pricing - - the fee to sell a vehicle Is $400 (line 14) Enterprise Fleet Management: Contract 030122-EFM | Sourcewell and the Maintenance Management fee, if applicable, would be $6.00/mo./vehicle (line 12)

7. Blanks where fees/charges are mentioned? Please clarify.
    - Same applies as above

8. Sample of what the schedule is when vehicle is delivered.
    - Sample schedule 1st attachment

9. Cost to outfit each vehicle included, correct?
    - We will work with the County on upfit to ensure the right equipment is satisfied and our upfit coordination team will work directly with the vendor to source the equipment. We capitalize these costs into the lease and can discuss options further on vehicle-by-vehicle basis to ensure we do what is in the best interest of the County.

10. Enterprise is stating that they will work with the County to determine the best to sell fleet vehicle to offer. If the County turns the vehicles over sooner than when they purchase, are we spending money each time to equip and remove equipment?
    - As a part of the Fleet Management Services your Client Strategy Manager will review the fleet a minimum of 3 times per year making recommendations on when it is the optimal time is to replace in that vehicle's lifecycle. The strategy involved is on a vehicle-by-vehicle basis and would factor in replacement timeline, resale market conditions, upfit costs, operating costs, model year and mileage when making these recommendations.
    - We want to balance safety, reliability and market conditions when making recommendations. We understand certain vehicles will take more to decommission and replace (I.e. Police interceptors) and that is why we advise and consult, but any decision ultimately will be the County's to make.

I did my best to answer all the questions, once you have had a chance to review and digest, we can hop on a call to discuss further as needed.

Have a great day!

Lewey A Cano
Account Executive
Enterprise Fleet Management, Inc.
(732) 822-7205 direct
Lewey.A.Cano@efleets.com

From: Carroll, Daniel <DCarroll@renscony.gov>
Sent: Tuesday, September 23, 2025 2:00 PM
To: Cano, Lewey A <Lewey.A.Cano@efleets.com>; Jaworski, Robert L <Robert.L.Jaworski@efleets.com>
Subject: FW: Enterprise

Some people who received this message don't often get email from dcarroll@renscony.gov. Learn why this is important

Please help with the following questions/concerns:

On first glance, there is a lot of open information that makes the review difficult

1. Can vendor provide a same Schedule, one that is being used in at this time?
2. If I read the information correctly, it looks like the vendor sends the vehicle, and schedule, with the County having 10 days to accept
    a. Does the County select the vehicle and agree to the terms before the vehicle and schedule are delivered?
3. A 36-month lease term is used in paragraph 3(c) -- 15,000 miles per year? Has the mileage been discussed? Mileage restrictions?
4. Paragraph 9 (b) will used vehicles be presented to the County for lease?

5. How does lease work if it is decided to end at any time? 1 year? 4 years? Etc.
6. Blanks left in the agreements for sale of vehicles?
7. Blanks where fees/charges are mentioned? Please clarify.
8. Sample of what the schedule is when vehicle is delivered.
9. Cost to outfit each vehicle included, correct?
10. Enterprise is stating that they will work with the County to determine the best to sell fleet vehicle to offer. If the County turns the vehicles over sooner than when they purchase, are we spending money each time to equip and remove equipment?

Thank you, Dan

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FLEET MANAGEMENT

Group:

Customer Number: 123456

Memorandum

To: *Finance Manager*
cc: *Tom Dolan*

From: *Brendon Ross*

Date: *October 27, 2020*

Subject: *Conversion of Operating Leases to Capital Leases for FASB Statement Purposes*

This is to inform you that Group xx has issued the amendment to paragraph 3(c) of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **Corporate Name** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

X

Brendon Ross
Vice President

attachment

SAMPLE

Amendment made as of the 27th of October, 2020 between Enterprise FM Trust ("Lessor") and *Corporate Name* ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

   Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

X

Brendon Ross
Vice President

SAMPLE

Open - End (Equity) Lease Schedule

Quote No: 555555

Supplemental to and part of Master Equity Lease Agreement date: 10/27/2017

1. Lessee Name SAMPLE CUSTOMER **Delivery Date** 11/28/2023
Address **Customer#**
City **State** NY **Postal Code**
Driver Smith, John

Address **Garage County**
City **State** NY **Postal Code**

2. Lease Term Commencing on the delivery date of the vehicle and ending 48 months after the first full monthly rental payment date. with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description **Year** 2023 **Make** Chevrolet **Model** Traverse
Series LT Cloth w/1LT All-Wheel Drive
License # 123456 **Unit #** **Replacement Unit #** **VIN#**

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

$44,636.80	Capitalized Price of Vehicle
$0.00	Initial License Fee
$0.00	Sales Tax
$216.81	Interim Interest
$0.00	Extended Mechanical Service Program
$0.00	Less Gain Applied From Prior Unit
$8,927.36	Less Capitalized Price Reduction
$35,926.25	Total Capitalized Amount (Delivered Price)
$556.86	Depreciation Reserve @1.55%
$215.44	Monthly Lease Charge
$772.30	**Total Monthly Rental Excluding Additional Services**

Additional Services

$0.00 Full Maintenance[1] **Contract Miles** 0 **Overmileage Charge** $0.0000 Per Mile
Incl: # Brake Sets (1 Set = 1Axle) 0 **# Tires** 0 **Loaner Vehicle Not Included**
Master Policy Enrollment Fees
$117.00 Physical Damage Management Comp/Collision Deductible 1000/1000
$305.97 Commercial Automobile Liability Enrollment
Liability Limit (Combined) $1,000,000.00

$1,195.27	Monthly Rental Sub-Total		
$0.00	Sales Tax	8.6250	State NY
$1,195.27	**Total Monthly Rental Including Additional Services**		

4B. Initial Charges

$119.07	Pro-Rated Rental
$1,195.27	First Month's Rental
$0.00	Security Deposit
$8,927.36	Capitalized Price Reduction
$769.98	Sales Tax on Capitalized Price Reduction
$0.00	Tax on Gain On Prior
$0.00	Tax on Incentive (Taxable Incentive Total : $0.00)
$3,448.45	License and Certain Other Charges
$0.00	Aftermarket Equipment
$0.00	Other
$14,460.13	**Total Initial Charges**

4C. Service Charge **$475.00** **Service Charge Due at Lease Termination**
4D. Reduced Book Value **$9,196.97** **Reduced Book Value at Lease Termination**

Quote based on estimated annual mileage of **20,000**

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

[1]The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open - End (Equity) Lease Schedule

Quote No: 7603884

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		**$0.00**
Total Capitalized		**$0.00**
Total		**$0.00**

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		**$0.00**
I		
Total Capitalized		
Total		**$**

Item	US Pricing (USD)	Canada Pricing (CAD)
Factory Order Pricing	Manufacturer Published Invoice Less Applicable Incentives Less plus (+) $60 acqusition fee plus (+) coutesey delivery fee (variable $150-$450 depending on location)	Manufacturer Published Invoice Less Applicable Incentives plus (+) $275 acqusition fee plus (+) coutesey delivery fee (variable $150-$450 depending on location)
Dealer Stock Vehicle Pricing	Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acqusition fee, subject to dealer availability, Applies to all Dealer ordered vehicles	Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee, Applies to all Dealer ordered vehicles
Interest Rate	350 basis points over 3 year t-bill	Canadian 3yr Bond + 300 basis points
FEES		
Termination Fee Equity Leases, (Section 3 of MLA)	$0	$0
Termination Fee NET (walk away) Leases, (Section 14 of MLA)	Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement.	Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement.
Federal Tax Incentives	100% of end user eligible incentives are passed to the member	100% of end user eligible incentives are passed to the member
State Tax Incentives	100% of end user eligible incentives are passed to the member	100% of end user eligible incentives are passed to the member
Manufacturer Incentives	100% of end user eligible incentives are passed to the member	100% of end user eligible incentives are passed to the member
Fixed Maintenance	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 160,000 km, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.
Occurance Maintenance	$6 per month card fee per vehicle plus cost of service and parts	$6 per month per vehicle
Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge	$400.00	$495.00
Lease Termination Fee	$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement	$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement
Interim Interest (if yes provide calculation)	NO	NO
Resale Fee	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units
Fuel Program:	$0 Card Fee	$0 Card Fee
Physical Damage:	$1000 deductable, average quoted $40 per month per vehicle but is based on underwriting and approval	$1000 deductable, average quoted $40 per month per vehicle but is based on underwriting and approval
Accident Management:	$125 per occurrence	$125 per occurrence
Maintenance Management:	$6 per vehicle per month	$6 per vehicle per month
Full Maintenance:	Pricing based on vehicle type and anticipated miles driven over term	Pricing based on vehicle type and anticipated miles driven over term
Roadside Service:	No charge – included in Full Maintenance	No charge – included in Full Maintenance
GeoTab Telematics:	$20.15 ProPlus Plan Install Bundle (includes GO device, universal harness, basic installation, and ProPlus plan) $18.87 ProPlus Plan Self Install Bundle (includes GO device, universal harness, and ProPlus plan) Pricing per device per month for all new orders of Geotab Device Plans and/or third party product plans under Geotab’s Sourcewell Contract #020221-GEO for resale to Sourcewell members in accordance with the terms and conditions of the Sourcewell Addendum between the parties dated 6/25/2021.	$20.15 ProPlus Plan Install Bundle (includes GO device, universal harness, basic installation, and ProPlus plan) $18.87 ProPlus Plan Self Install Bundle (includes GO device, universal harness, and ProPlus plan) Pricing per device per month for all new orders of Geotab Device Plans and/or third party product plans under Geotab’s Sourcewell Contract #020221-GEO for resale to Sourcewell members in accordance with the terms and conditions of the Sourcewell Addendum between the parties dated 6/25/2021.
Registration Fees:	All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee	All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee
Taxes	Any applicable taxes will be passed to the end user, in order to receive eligible exemptions the member will need to provide the applicable tax exemption certificates to apply its exempt status for leased vehicles as well as products and services.	Any applicable taxes will be passed to the end user, in order to receive eligible exemptions the member will need to provide the applicable tax exemption certificates to apply its exempt status for leased vehicles as well as products and services.
Aftermarket Equipment	Enterprise will negotiate on Sourcewell’s behalf to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure.	Enterprise will negotiate on Sourcewell’s behalf to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure.
Aftermarket Service Fee	No charge	No charge
License Administration Fee for end user owned vehicles	$25 per month per vehicle, plus any additional transactional fees incurred from the state are passed through to the client	$25 per month per vehicle, plus any additional transactional fees incurred from the state are passed through to the client

Violations and Toll Service	$1 processing fee for Toll Management $10 processing fee for unpaid toll violations not included in Toll Management program	$1 processing fee for Toll Management $10 processing fee for unpaid toll violations not included in Toll Management program
Short Term Rentals	This can be included in our Full Maintenance pricing or billed as needed with our Maintenance Management program.	This can be included in our Full Maintenance pricing or billed as needed with our Maintenance Management program.
Website	No charge	No charge
Reporting	No charge	No charge
Consultative Services / Account Management	No charge	No charge
Lost or Stolen Maintenance and Fuel Cards	No charge	No charge
Out of Network Maintenance Fees	No charge	No charge
Off Road / Off Lease Charge	No charge	No charge
Rental Admin Charges	No charge	No charge
Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising

												RULE OF 78's COMPARISON	
						(Balloon)			(Rule 78's)				
END OF MONTH	PRINCIPAL	RATE	TERM	MONTHLY PAYMENT	PRINCIPAL	LOAN INTEREST	REMAINING PRINCIPAL	REMAINING PRINCIPAL	LEASE INTEREST	DIFFERENCE	Cumulative Diff
								*REDUCED BOOK VALUE			
1	$ 27,712.96	4.77%	60	($474.52)	$ (364.36)	$ (110.16)	$ 27,348.60	$ 27,302.40	$ (63.58)	$ (46.58)	$ (46.58)
2	$ 27,348.60	0.0477	60	($474.52)	$ (365.81)	$ (108.71)	$ 26,982.79	$ 26,891.84	$ (63.58)	$ (45.14)	$ (91.72)
3	$ 26,982.79	0.0477	60	($474.52)	$ (367.26)	$ (107.26)	$ 26,615.53	$ 26,481.28	$ (63.58)	$ (43.68)	$ (135.40)
4	$ 26,615.53	0.0477	60	($474.52)	$ (368.72)	$ (105.80)	$ 26,246.81	$ 26,070.72	$ (63.58)	$ (42.22)	$ (177.62)
5	$ 26,246.81	0.0477	60	($474.52)	$ (370.19)	$ (104.33)	$ 25,876.63	$ 25,660.16	$ (63.58)	$ (40.76)	$ (218.38)
6	$ 25,876.63	0.0477	60	($474.52)	$ (371.66)	$ (102.86)	$ 25,504.97	$ 25,249.60	$ (63.58)	$ (39.28)	$ (257.66)
7	$ 25,504.97	0.0477	60	($474.52)	$ (373.14)	$ (101.38)	$ 25,131.83	$ 24,839.04	$ (63.58)	$ (37.81)	$ (295.47)
8	$ 25,131.83	0.0477	60	($474.52)	$ (374.62)	$ (99.90)	$ 24,757.21	$ 24,428.48	$ (63.58)	$ (36.32)	$ (331.79)
9	$ 24,757.21	0.0477	60	($474.52)	$ (376.11)	$ (98.41)	$ 24,381.11	$ 24,017.92	$ (63.58)	$ (34.83)	$ (366.62)
10	$ 24,381.11	0.0477	60	($474.52)	$ (377.60)	$ (96.91)	$ 24,003.50	$ 23,607.36	$ (63.58)	$ (33.34)	$ (399.96)
11	$ 24,003.50	0.0477	60	($474.52)	$ (379.10)	$ (95.41)	$ 23,624.40	$ 23,196.80	$ (63.58)	$ (31.84)	$ (431.80)
12	$ 23,624.40	0.0477	60	($474.52)	$ (380.61)	$ (93.91)	$ 23,243.79	$ 22,786.24	$ (63.58)	$ (30.33)	$ (462.13)
13	$ 23,243.79	0.0477	60	($474.52)	$ (382.12)	$ (92.39)	$ 22,861.66	$ 22,375.68	$ (63.58)	$ (28.82)	$ (490.95)
14	$ 22,861.66	0.0477	60	($474.52)	$ (383.64)	$ (90.88)	$ 22,478.02	$ 21,965.12	$ (63.58)	$ (27.30)	$ (518.25)
15	$ 22,478.02	0.0477	60	($474.52)	$ (385.17)	$ (89.35)	$ 22,092.85	$ 21,554.56	$ (63.58)	$ (25.77)	$ (544.03)
16	$ 22,092.85	0.0477	60	($474.52)	$ (386.70)	$ (87.82)	$ 21,706.16	$ 21,144.00	$ (63.58)	$ (24.24)	$ (568.27)
17	$ 21,706.16	0.0477	60	($474.52)	$ (388.24)	$ (86.28)	$ 21,317.92	$ 20,733.44	$ (63.58)	$ (22.71)	$ (590.98)
18	$ 21,317.92	0.0477	60	($474.52)	$ (389.78)	$ (84.74)	$ 20,928.14	$ 20,322.88	$ (63.58)	$ (21.16)	$ (612.14)
19	$ 20,928.14	0.0477	60	($474.52)	$ (391.33)	$ (83.19)	$ 20,536.81	$ 19,912.32	$ (63.58)	$ (19.61)	$ (631.75)
20	$ 20,536.81	0.0477	60	($474.52)	$ (392.88)	$ (81.63)	$ 20,143.93	$ 19,501.76	$ (63.58)	$ (18.06)	$ (649.81)
21	$ 20,143.93	0.0477	60	($474.52)	$ (394.45)	$ (80.07)	$ 19,749.48	$ 19,091.20	$ (63.58)	$ (16.50)	$ (666.31)
22	$ 19,749.48	0.0477	60	($474.52)	$ (396.01)	$ (78.50)	$ 19,353.47	$ 18,680.64	$ (63.58)	$ (14.93)	$ (681.24)
23	$ 19,353.47	0.0477	60	($474.52)	$ (397.59)	$ (76.93)	$ 18,955.88	$ 18,270.08	$ (63.58)	$ (13.35)	$ (694.59)
24	$ 18,955.88	0.0477	60	($474.52)	$ (399.17)	$ (75.35)	$ 18,556.71	$ 17,859.52	$ (63.58)	$ (11.77)	$ (706.37)
25	$ 18,556.71	0.0477	60	($474.52)	$ (400.75)	$ (73.76)	$ 18,155.96	$ 17,448.96	$ (63.58)	$ (10.19)	$ (716.55)
26	$ 18,155.96	0.0477	60	($474.52)	$ (402.35)	$ (72.17)	$ 17,753.61	$ 17,038.40	$ (63.58)	$ (8.59)	$ (725.15)
27	$ 17,753.61	0.0477	60	($474.52)	$ (403.95)	$ (70.57)	$ 17,349.66	$ 16,627.84	$ (63.58)	$ (7.00)	$ (732.14)
28	$ 17,349.66	0.0477	60	($474.52)	$ (405.55)	$ (68.96)	$ 16,944.11	$ 16,217.28	$ (63.58)	$ (5.39)	$ (737.53)
29	$ 16,944.11	0.0477	60	($474.52)	$ (407.16)	$ (67.35)	$ 16,536.95	$ 15,806.72	$ (63.58)	$ (3.78)	$ (741.31)
30	$ 16,536.95	0.0477	60	($474.52)	$ (408.78)	$ (65.73)	$ 16,128.16	$ 15,396.16	$ (63.58)	$ (2.16)	$ (743.47)
31	$ 16,128.16	0.0477	60	($474.52)	$ (410.41)	$ (64.11)	$ 15,717.76	$ 14,985.60	$ (63.58)	$ (0.53)	$ (744.00)
32	$ 15,717.76	0.0477	60	($474.52)	$ (412.04)	$ (62.48)	$ 15,305.72	$ 14,575.04	$ (63.58)	$ 1.10	$ (742.90)
33	$ 15,305.72	0.0477	60	($474.52)	$ (413.68)	$ (60.84)	$ 14,892.04	$ 14,164.48	$ (63.58)	$ 2.74	$ (740.17)
34	$ 14,892.04	0.0477	60	($474.52)	$ (415.32)	$ (59.20)	$ 14,476.72	$ 13,753.92	$ (63.58)	$ 4.38	$ (735.79)
35	$ 14,476.72	0.0477	60	($474.52)	$ (416.97)	$ (57.54)	$ 14,059.74	$ 13,343.36	$ (63.58)	$ 6.03	$ (729.76)
36	$ 14,059.74	0.0477	60	($474.52)	$ (418.63)	$ (55.89)	$ 13,641.11	$ 12,932.80	$ (63.58)	$ 7.69	$ (722.07)
37	$ 13,641.11	0.0477	60	($474.52)	$ (420.29)	$ (54.22)	$ 13,220.82	$ 12,522.24	$ (63.58)	$ 9.35	$ (712.72)

38	$ 13,220.82	0.0477	60	($474.52)	$ (421.96)	$ (52.55)	*$ 12,798.85*	*$ 12,111.68*	$ (63.58)	$ 11.02	$ (701.70)
39	$ 12,798.85	0.0477	60	($474.52)	$ (423.64)	$ (50.88)	*$ 12,375.21*	*$ 11,701.12*	$ (63.58)	$ 12.70	$ (689.00)
40	$ 12,375.21	0.0477	60	($474.52)	$ (425.33)	$ (49.19)	*$ 11,949.89*	*$ 11,290.56*	$ (63.58)	$ 14.38	$ (674.61)
41	$ 11,949.89	0.0477	60	($474.52)	$ (427.02)	$ (47.50)	*$ 11,522.87*	*$ 10,880.00*	$ (63.58)	$ 16.07	$ (658.54)
42	$ 11,522.87	0.0477	60	($474.52)	$ (428.71)	$ (45.80)	*$ 11,094.15*	*$ 10,469.44*	$ (63.58)	$ 17.77	$ (640.76)
43	$ 11,094.15	0.0477	60	($474.52)	$ (430.42)	$ (44.10)	*$ 10,663.74*	*$ 10,058.88*	$ (63.58)	$ 19.48	$ (621.29)
44	$ 10,663.74	0.0477	60	($474.52)	$ (432.13)	$ (42.39)	*$ 10,231.61*	*$ 9,648.32*	$ (63.58)	$ 21.19	$ (600.10)
45	$ 10,231.61	0.0477	60	($474.52)	$ (433.85)	$ (40.67)	*$ 9,797.76*	*$ 9,237.76*	$ (63.58)	$ 22.90	$ (577.20)
46	$ 9,797.76	0.0477	60	($474.52)	$ (435.57)	$ (38.95)	*$ 9,362.19*	*$ 8,827.20*	$ (63.58)	$ 24.63	$ (552.57)
47	$ 9,362.19	0.0477	60	($474.52)	$ (437.30)	$ (37.21)	*$ 8,924.89*	*$ 8,416.64*	$ (63.58)	$ 26.36	$ (526.21)
48	$ 8,924.89	0.0477	60	($474.52)	$ (439.04)	$ (35.48)	*$ 8,485.84*	*$ 8,006.08*	$ (63.58)	$ 28.10	$ (498.11)
49	$ 8,485.84	0.0477	60	($474.52)	$ (440.79)	$ (33.73)	*$ 8,045.06*	*$ 7,595.52*	$ (63.58)	$ 29.84	$ (468.26)
50	$ 8,045.06	0.0477	60	($474.52)	$ (442.54)	$ (31.98)	*$ 7,602.52*	*$ 7,184.96*	$ (63.58)	$ 31.60	$ (436.67)
51	$ 7,602.52	0.0477	60	($474.52)	$ (444.30)	$ (30.22)	*$ 7,158.22*	*$ 6,774.40*	$ (63.58)	$ 33.36	$ (403.31)
52	$ 7,158.22	0.0477	60	($474.52)	$ (446.06)	$ (28.45)	*$ 6,712.16*	*$ 6,363.84*	$ (63.58)	$ 35.12	$ (368.19)
53	$ 6,712.16	0.0477	60	($474.52)	$ (447.84)	$ (26.68)	*$ 6,264.32*	*$ 5,953.28*	$ (63.58)	$ 36.89	$ (331.29)
54	$ 6,264.32	0.0477	60	($474.52)	$ (449.62)	$ (24.90)	*$ 5,814.70*	*$ 5,542.72*	$ (63.58)	$ 38.67	$ (292.62)
55	$ 5,814.70	0.0477	60	($474.52)	$ (451.40)	$ (23.11)	*$ 5,363.30*	*$ 5,132.16*	$ (63.58)	$ 40.46	$ (252.16)
56	$ 5,363.30	0.0477	60	($474.52)	$ (453.20)	$ (21.32)	*$ 4,910.10*	*$ 4,721.60*	$ (63.58)	$ 42.26	$ (209.90)
57	$ 4,910.10	0.0477	60	($474.52)	$ (455.00)	$ (19.52)	*$ 4,455.10*	*$ 4,311.04*	$ (63.58)	$ 44.06	$ (165.84)
58	$ 4,455.10	0.0477	60	($474.52)	$ (456.81)	$ (17.71)	*$ 3,998.29*	*$ 3,900.48*	$ (63.58)	$ 45.87	$ (119.98)
59	$ 3,998.29	0.0477	60	($474.52)	$ (458.62)	$ (15.89)	*$ 3,539.67*	*$ 3,489.92*	$ (63.58)	$ 47.68	$ (72.29)
60	$ 3,539.67	0.0477	60	($474.52)	$ (460.45)	$ (14.07)	*$ 3,079.22*	*$ 3,079.36*	$ (63.58)	$ 49.51	$ (22.79)
TOTALS	$ 965,363.98			($28,471.06)	$ (24,633.74)	**$ (3,837.32)**			**$ (3,814.53)**	$ (22.79)	

Total Balloon Payment Interest Paid^

^Total Rule of 78's Interest Paid

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** October 14, 2025

Resolution No. G/25

RESOLUTION AUTHORIZING AN AGREEMENT WITH SAMARITAN HOSPITAL AND THE EDDY FOUNDATION (ST. PETER'S HEALTH PARTNERS) FOR A CO-OCCURRING TRAINING PROJECT – 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 ("Department") acts as conduit for monies from New York State Office of Addiction Services and Supports ("OASAS") to the various service providers operating in Rensselaer County; and

WHEREAS, Resolution G/124/25 authorized the acceptance of an award from the Opioid Settlement Regional Abatement Fund for the 2025 funding period; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Samaritan Hospital and The Eddy Foundation (St. Peter's Health Partners) to provide services related to a Co-Occurring Training Project for the period beginning October 1, 2025 to December 31,2025; and

WHEREAS, The Department will utilize pass through funding from the 2025 Opioid Settlement Regional Abatement Funds for the purpose of said contracted services; 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 of the contracting party as follows:

VENDOR	APPROPRIATION CODE	CONTRACT PURPOSE	AMOUNT (NOT TO EXCEED)
Samaritan Hospital & The Eddy Foundation 310 South Manning Blvd Albany NY 12208 (10/01/25-12/31/25)	A.4250.04894	Co-Occurring Training Project	$30,000.00

; 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:
Nays:
Abstain:
October 14, 2025

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: X

Title of Legislation: Resolution Authorzing an Agreement with Samaritan Hospital for Co-Occurring Training

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 30,000.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): OASAS Opioid Settlement Regional Abatement Funds

   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 $ 30,000.00 and length of time state funding is available _____. 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 $_____ and ongoing $_____

   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.): based on program review

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Contract for $30,000 grant of LGU OASAS Opioid Settlement Regional Abatement funding for 2025 under the "treatment" category to Samaritan Hospital & The Eddy Foundation for a co-occurring training project.

Department Head

K. J. Monge Cass

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** April 8, 2025

Resolution No. G/124/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF ADDICTION SERVICES AND SUPPORTS, AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET AND AUTHORIZING AN AGREEMENT WITH THE ADDICTIONS CENTER OF ALBANY, INC. - DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Rensselaer County Department of Mental Health ("Department") acts as a conduit for monies from New York State Office of Addiction Services and Supports ("OASAS") and various service providers operating in the County; and

WHEREAS, Resolutions G/246/23 and G/166/24 authorized the acceptance of Opioid Settlement Regional Abatement Funds from the New York State Office of Addiction Services and Supports ("OASAS") for the 2023 and 2024 fiscal years; and

WHEREAS, The Department has been notified by OASAS that additional funding has been released for 2025 and has authorized the Department to roll over unspent funding from 2023-2024 to the 2025 Rensselaer County Adopted Budget; and

WHEREAS, The Department seeks approval to accept the 2025 Opioid Settlement Regional Abatement funding from OASAS; and

WHEREAS, The Department requests Legislative approval to enter into an agreement with The Addictions Care Center of Albany, Inc. for the period of January 1, 2025 to December 31, 2025 using 2025 Opioid Settlement Regional Abatement Funds for the purpose of contracted services and pass through funding; 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 budgetary appropriations, and the name of the contracting party are as follows:

DESCRIPTION AND DATES	VENDOR	APPROPRIATION CODE	AMOUNT NOT TO EXCEED
Co-Occurring Training Project (01/01/2025-12/31/2025)	The Addictions Center of Albany, Inc. 90 McCarty Avenue Albany, NY 12202	A.4250.04894	$25,000.00

; 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 referenced agreements, subject to the approval as to form by the Rensselaer County Attorney; and, be it, further

RESOLVED, That the 2025 Rensselaer County Adopted Budget be amended as follows:

2025 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
Department of Mental Health A.4250.34980 OASAS Opioid Settlement	$507,662.00	$910,752.65	$1,418,414.65
TOTAL REVENUE:		**$910,752.65**	

2025 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
Department of Mental Health A.4250.04894 OASAS Opioid Settlement	$507,662.00	$910,752.65	$1,418,414.65
TOTAL APPROPRIATIONS:		**$910,752.65**	

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
April 8, 2025

Clerk of the Legislature

Sent to County Executive 4/9/25

Received from County Executive 4/9/25

Jessica L. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 4/9/25

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 April 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 8th day of April, 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 10th day of April, 2025.

Seal

Jessica L. Charette

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

Executive Summary

The Samaritan Hospital and the Eddy Foundation respectfully submit this proposal on behalf of Samaritan Hospital to enhance the competency of clinicians treating working-age adults and adults aged 60 and older who are living with severe mental illness and/or substance use disorders. Approximately 62% of participants served by the Samaritan Hospital Outpatient Clinic are residents of Rensselaer County. Please note that we do not provide services to adolescents or individuals under the age of 18.

This project will have a broad impact by training clinicians in both behavioral health and substance use disorder clinics. Key activities will support smoking cessation and promote coping skills through specialized trauma-informed yoga.

Key Activities & Training Objectives

1. Trauma-Informed Yoga Training for the PROS Program

We plan to integrate trauma-informed yoga as a therapeutic service within our Personalized Recovery-Oriented Services (PROS) program. Two staff members will complete the Yoga Vidya Trauma-Informed Teacher Training and Professional Education Systems Institute (PESI) courses. This training will enhance emotional regulation and resilience among patients, while also supporting staff wellness and expanding program offerings.

2. Hazelden Betty Ford Foundation Training

Hazelden Betty Ford, a national leader in behavioral health care, offers the Foundations for Substance Use Disorder Education—a series of nine asynchronous, one-hour courses designed for professionals in behavioral health and substance use disorder treatment. These interactive courses provide up to 9 Continuing Education (CE) credits per staff member and include videos, readings, quizzes, and knowledge assessments. This is particularly valuable as CE credits are often an out-of-pocket expense.

3. Program Supplies for Patient Engagement

To support the yoga sessions, we will purchase props and supplies for interactive group participation.

Expected Outcomes

- Enhanced treatment for co-occurring disorders, particularly among older adults.
- Improved staff retention through professional development opportunities.
- Expanded patient services, including trauma-informed yoga.

Agency Background

Samaritan Hospital is a licensed Article 28, 277-bed community hospital offering a wide range of inpatient and outpatient services, including emergency care, critical care, ambulatory surgery, cancer treatment, behavioral health services, and cardiac catheterization.

As a leading behavioral health provider in the Capital Region, we specialize in treating individuals with co-occurring disorders. We offer a comprehensive suite of inpatient and outpatient services, including the region's only dedicated geriatric psychiatry and mentally ill/chemically addicted (MICA) programs. Our expertise positions us well to serve individuals with severe mental illness and substance use disorders.

Ongoing Programs:

- Addictions: Five community-based clinics, two inpatient rehab programs (40 and 20 beds), inpatient detox, a men's residence, and a withdrawal management program.
- Mental Health: Inpatient and outpatient care, a psychiatric crisis unit in the ER, and a PROS program.
- Integrated Care: Primary care sites offering collaborative care for depression and anxiety.
- Crime Victims Services: Support, advocacy, prevention education, and counseling.
- Health Home: Care coordination addressing social determinants of health and complex conditions.

Plan for Training

The selected trainings are evidence-based and designed to enhance services for clients with dual diagnoses.

Trauma-Informed Yoga Training for PROS

Historically, this facility operated as a day-treatment program with integrated co-occurring treatment. We are actively transitioning to a MICA PROS model. Equipping staff with trauma-informed yoga training supports this evolution.

Certified and pre-certified yoga instructors will lead trauma-informed yoga groups. This service has been confirmed as billable. The Yoga Vidya training blends therapeutic yoga, developmental psychology, social work, and addiction recovery principles. It prepares instructors to create safe, empowering environments that support self-regulation and resilience.

The training includes:

- Pre-recorded content (~9 hours)
- A comprehensive program guide
- Live Q&A or small group support
- A written comprehension quiz

Cost: $400 per person

Program Supplies

To accommodate up to 12 participants per session, we will purchase yoga mats, props, and other materials. Staff members are already pursuing certification independently and are committed to integrating yoga and mindfulness into their therapeutic practice. These resources will help establish a sustainable trauma-informed yoga program at PROS and may also be used for staff wellness and burnout prevention.

PESI Training

PESI offers specialized trauma-informed yoga training for clinicians, emphasizing practical applications such as specific poses and breathing techniques. These courses focus on safety, mindfulness, and nervous system regulation—key components in trauma recovery.

Cost: $399 per person

Hazelden Betty Ford On-Demand Courses

This nine-course series covers topics such as:
- Twelve Step Facilitation and Dialectical Behavior Therapy
- Recovery-Oriented Systems of Care
- Trauma-Responsive Care and Adverse Childhood Experiences
- Evidence-Based Clinical Models
- Family Services and CRT-Informed Approaches
- Motivational Strategies and Stages of Change
- Pharmacotherapy for Opioid and Alcohol Use Disorders
- Neurobiology of Addiction
- Reducing Stigma Through Language

These courses will strengthen clinicians' ability to treat patients with substance use disorders, especially those with dual diagnoses. The flexible, self-paced format and CE credit availability make this an attractive and cost-effective professional development opportunity.

Implementation Plan and Timeline

Staff will begin training as soon as courses are available, regardless of funding. All trainings—Hazelden Betty Ford, PESI, and Yoga Vidya—can be scheduled flexibly to accommodate staff schedules. We aim to implement related group services by the end of 2025.

Plan for Skill Sustainability

We will continue to train new staff, including nurses and St. Peter's Addiction and Recovery Center team members, to ensure long-term sustainability.

Proposed Budget

Item	Description	Unit Cost	Quantity	Total Cost
Yoga Vidya Training	Trauma-Informed Teacher Training for staff	$400.00	2	$800.00
PESI Training	Trauma-Informed Yoga Techniques for clinicians	$399.00	2	$798.00
Hazelden Betty Ford Courses	Nine on-demand CE courses for 39 staff	$531.00	39	$20,709.00
Program Supplies	Yoga props, educational materials	$5,500.00	Various	$5,500.00
Administration	10.7% of total request	$3,210.00	1	$3,210.00
Total				$30,000.00

Rensselaer County
and
Samaritan Hospital & The Eddy Foundation

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Samaritan Hospital & The Eddy Foundation [St. Peter's Health Partners] with an address of 310 South Manning Boulevard, Albany, New York 12208, hereinafter referred to as the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County substance abuse services authorized by Article 4l of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Vendor is authorized to furnish such services, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Vendor for the furnishing of such community services as listed on attached **Appendix A** , and the said Vendor has agreed to render and furnish such community services to the people of Troy New York to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The Vendor agrees to furnish such services as delineated in the Regional Abatement Fund workplan submitted directly to New York State Office of Addiction Services and Supports (NYS OASAS), see All required reports to be made directly to NYS OASAS with a copy to the Local Government Unit.

2. The Vendor agrees to submit to the County fiscal reports as requested and required by State funding agencies.

3. The term of this Agreement shall be from **October 1, 2025** through **December 31, 2025**. 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.

4. The Vendor agrees that it shall have available for audit and inspection by the County and New York State any records relating to this Agreement and shall make available upon request any independent audit obtained by the Vendor regarding the services provided under this Agreement.

5. The Vendor expressly represents and agrees that the Budget for costs of service to be rendered by the Vendor under this contract shall not exceed a total net cost of **$30,000.00** as provided on attached **Appendix B**.

6. The parties to this agreement further agree to take such action to amend this agreement as may be necessary for the parties to maintain compliance with HIPAA requirements.

7. 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 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.

8. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

9. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

a. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Vendor submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Vendor, and concurrence of the County Attorney commence and

maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Vendor shall demand, provided that Vendor shall provide, at no cost to County, counsel of Vendor 's choice to pursue such proceedings or such litigation and the Vendor shall pay all expenses of such proceedings or litigation.

b. In the event either Party to the 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

10. Non-Discrimination

During the performance of this Agreement the Vendor agrees that:

a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

b. No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

c. The Vendor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

11. The 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.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, U.S. 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.

12. Environmental Tobacco Certification

By signing this agreement, the Vendor certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

13. The following information regarding the Vendor is pertinent and necessary for the parties to carry out this agreement:

Address: 310 South Manning Boulevard, Albany, NY 12208
Attention: Peter Semenza, Vice President, Philanthropy
Phone: 518-482-4433
Agency e-mail Address: peter.semenza@sphp.com

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/26

RESOLUTION AUTHORIZING AN AGREEMENT WITH ELEVATION TEN THOUSAND, LLC FOR VIDEO PRODUCTION AND MARKETING SERVICES – 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 Sheriff's Office ("Department") entered into a Cooperative Agreement with the Rensselaer County Department of Health through a New York State Department of Health ("NYSDOH") grant for the Adolescent Tobacco Use Prevention Act (ATUPA) to confront the growing crisis of adolescent vaping within our Communities; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Elevation Ten Thousand, LLC for marketing services related to the creation of a professional educational video that highlights the negative effects of illicit vaping, the health dangers involved, and the proactive steps being taken by Law Enforcement and Public Health Officials in Rensselaer County; and

WHEREAS, This video will serve as a tool, with a message reaching a wide audience, raising awareness of this crisis and educating the public about the dangers associated with vaping; and

WHEREAS, The Department received quotes for this project, with Elevation Ten Thousand, LLC, 13 Cornell Road, Latham, New York 12110 providing the most cost efficient in the amount of $13,334.00 to produce a long-form awareness film and provide five short-form video clips; and

WHEREAS, The Department will utilize funds available within the 2025 Rensselaer County Adopted Budget via appropriation code A.3110.04500.ATUPA (Special Department Supplies ATUPA), money collected from fines during compliance checks; 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:
October 14, 2025

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: Purchase of Marketing Services

Requested by: Sheriff's Office

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 13,334.00 current year
$0.00 ongoing expenses per year

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

   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 $ 0.00 and ongoing $ 0.00

   e) Other (please explain) $ 13,334.00

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: Use proceeds from criminal investigations checks received by County to purchase an anti-vaping video to educate the public about illicit vaping in Rensselaer County.

Department Head

Kyle Bourgault

RENSSELAER COUNTY SHERIFF'S OFFICE

4000 Main Street Troy, New York 12180
www.renscosheriff.com

Office: (518) 266-1900
Fax: (518) 270-5447

"Serving the Citizens of Rensselaer County Since 1791"

SHERIFF
KYLE BOURGAULT

UNDERSHERIFF
MICHAEL C. DINARDO

Justification for Video Production

Summary: Need for Hiring & Video Project on Illicit Vaping

The Rensselaer County Sheriff's Office, in partnership with the Rensselaer County Department of Health, continues to confront the growing crisis of illicit vaping within our communities. Over the past two years, our deputies have seized more than 30,000 vapes, many of which contain unregulated and harmful substances. This alarming figure underscores the urgent need for expanded public education and outreach.

Illicit vaping poses serious health risks, particularly to youth, including lung damage, exposure to toxic chemicals, and the danger of addiction. Despite ongoing enforcement efforts and compliance checks, the problem persists and requires a more comprehensive approach. Enforcement alone cannot solve this issue—we must also educate residents, parents, and students on the real dangers associated with vaping.

To strengthen this initiative, we propose the creation of a professional educational video highlighting the negative effects of illicit vaping, the health dangers involved, and the proactive steps being taken by law enforcement and public health officials in Rensselaer County. This video will serve as a tool for schools, community organizations, and public campaigns, ensuring that the message reaches a wide audience.

Importantly, this project will be funded through ATUPA resources—money collected from fines during compliance checks—ensuring that violators of the law are directly contributing to the education and protection of our community's youth.

By investing in this project, we are not only raising awareness but also reinforcing our commitment to protecting the health and safety of our youth and community.

The scope of this video will encompass concept and development, on site full day filming, interviews, assembly, revisions, and result in one long form awareness video as well as 5 short-form video clips.

CAPITAL ADVOCATES, LLC
Opening Doors. Changing Perspectives.

Memo of Interest: ***Video Production on Dangers of Vaping***
To: Lana Norton, Confidential Assistant to the Rensselaer County Sheriff
From: Bill Teator, Founder, Capital Advocates, LLC
Date: September 16, 2025

Subject: Expression of Interest in Collaborating on Anti-Vaping Video Project with Rensselaer County Sheriff's Dept & Rensselaer County Heroin Coalition (Heroin Coalition)

Thank you for your outreach and for providing the additional details on the vaping dangers project. At Capital Advocates and with my valued partners, we are deeply committed to initiatives that are purposeful and promote the public benefit. Health and safety, particularly those addressing the opioid and similar substance abuse crises affecting our communities.

We are excited about the opportunity to partner with the Rensselaer County Sheriff's Office and the Heroin Coalition to produce compelling video content that raises awareness about the severe risks of vaping. Vaping poses a significant threat to youth, with nicotine addiction, lung injuries, and exposure to toxic chemicals like heavy metals and Vitamin E acetate leading to long-term health consequences, as highlighted by credible sources such as the CDC and NIH.

Our shared goal will be to create impactful, accessible videos that educate teens on peer-to-peer risks, empower parents with practical tools to recognize and address the issue, and may equip educators, faith leaders, and youth organizations with shareable resources. By leveraging formats like short TikTok clips and reels, we can maximize reach across social media, schools, after-school programs (e.g., Big Brothers Big Sisters), and community events, fostering widespread distribution and lasting behavioral change.

We believe this project has the potential to make a profound impact, saving lives through prevention and support. We are eager to contribute our expertise in video production and messaging to align with your mission. Enclosed is our proposed scope of services, tailored to the November 12 event at Joe Bruno Stadium and ongoing needs.

Please review a library of recent short film production as reference of recent content:
https://vimeo.com/showcase/11106191
Use PW: Bill 250 *(case sensitive with space included)*

We look forward to discussing this further via a virtual call at your earliest convenience.

Best regards,
Bill Teator, Founder, Capital Advocates, 703-338-0152 (m)

attendee interactions, and sidebar personal interviews (e.g., parents of deceased child, nurses, doctors) for emotional, relatable impact. We are not supporting the event production or presentation audio/visual display, but the film capture of the program.

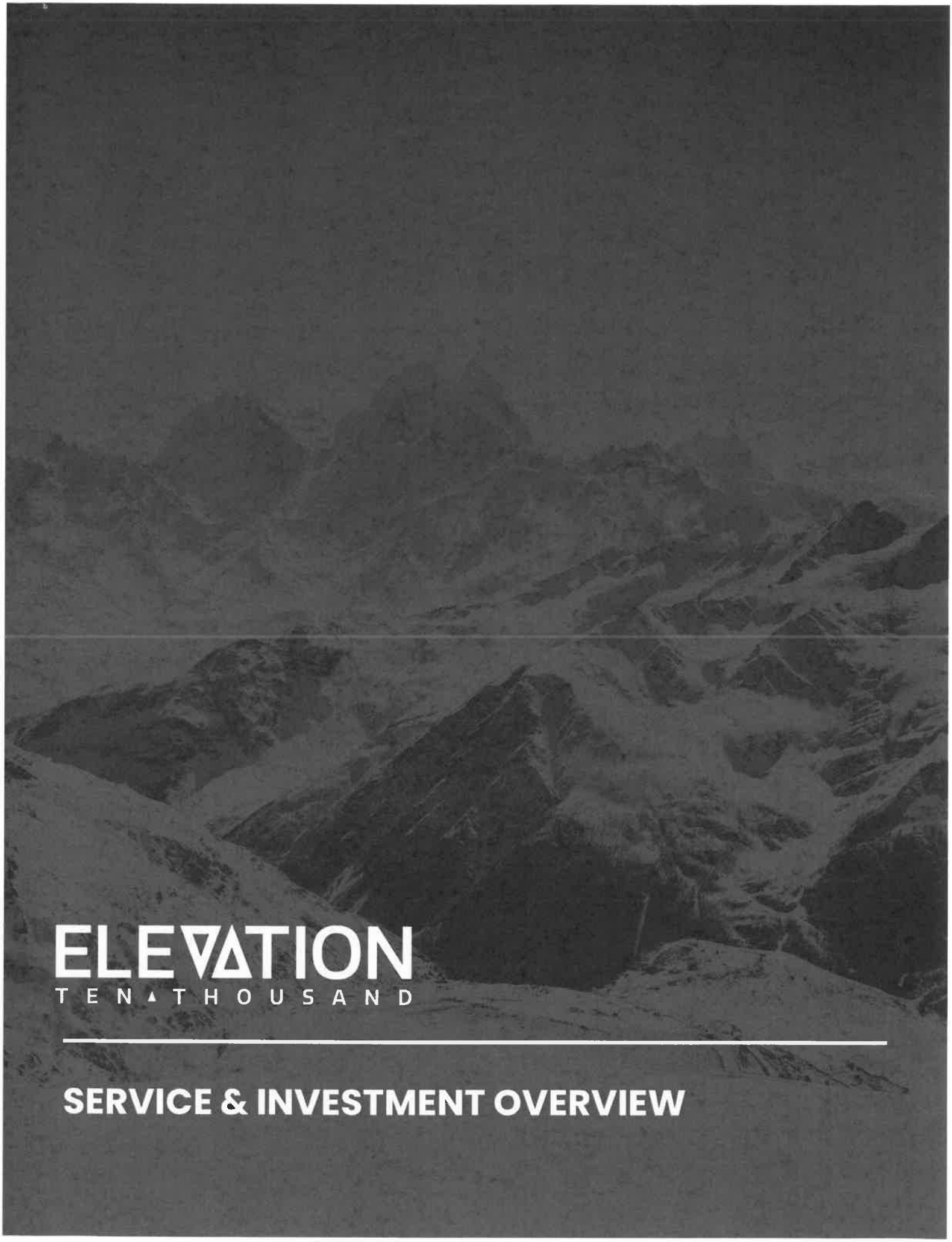
- Half-day principal interviews: Dedicated sit-down sessions with key spokespeople (Sheriff, coalition leads) in a controlled area for clear, compelling testimonials.
- Half-day b-roll: Dynamic shots illustrating the crisis (e.g., local sites of impact, symbolic visuals of health effects, community settings) to add visual life and context to "why, what, where" vaping threatens Rensselaer County youth.
- Assumed Budget: $8,620 includes 3 crew members plus gear for the event at Joe Bruno, includes 1 Full day with crew and gear or 2 half days of interviews, includes half day b-roll capture.

3. **Post-Production and Deliverables**
   - Edit a 5-minute short film on the event: Highlight key moments, interviews, and messaging; incorporate b-roll and graphics. Delivered within one week of the event (by November 19, 2025) in HD formats (MP4, optimized for web/social).
   - Series of short-form content from event footage and interviews:
   - Peer-to-peer/advisory shorts (e.g., harmed family/adult perspectives for teens): 4-5 x 30-second vignettes for TikTok/social (e.g., "Real stories: Why I quit vaping").
   - Parent/guardian-focused: 4-5 x 30-second vignettes on "What to watch for, resources for help" (e.g., signs of addiction, NYS hotlines, coalition contacts).
   - Stakeholder versions: Adaptable clips for educators/faith/youth orgs (e.g., discussion starter short video on prevention efforts).
   - Deliverables & schedule:
     - Initial editing and animating of one (1) 5-min film by 11/19/2025;
     - Plus, five (5) reel series rolled out throughout the remainder of 2025 (e.g., 2 by December, 3 in Q1 2026) for ongoing campaigns. All in editable (Premiere Pro) and final formats; total runtime ~5 minutes across series.
     - *Example schedule depending on need, release timeline, channels*
     - *Client to provide requested specs for final deliverables*

Total Estimated Budget

- Subtotal Pre-Production & Project Management: $5,250
- Subtotal Production: $8,620
- Subtotal Post-Production/Deliverables: $12,218
- Grand Total: ***$26,088***

This framework assumes standard rates for a mid-sized production; actual quotes may adjust based on final details (e.g., crew size, rounds of revisions, volume and pace of final videos delivered). ***Excludes*** media buys, travel reimbursements or additional days of film shoots. We can refine via our proposed advanced contracting call. Thank you for considering Capital Advocates—let's make an impact together!



ELEVATION
TEN▲THOUSAND

SERVICE & INVESTMENT OVERVIEW

Agreement Overview

This Service Agreement ("Agreement") is entered into between Elevation Ten Thousand, LLC ("Service Provider") and Rensselaer County Sheriff's Office("Client") for the provision of marketing services. This Agreement establishes the terms, conditions, and scope of the services to be provided, including the selected service(s) and any additional offerings. By executing this Agreement, the Client acknowledges they have the authority to enter into this agreement and agrees to the terms and conditions set forth herein and accepts the responsibilities necessary to facilitate the successful delivery of services.

Video Production Project

Pre-Production

- Concept development and creative direction
- Interview planning and question framework
- Scheduling and coordination with four identified interviewees (law enforcement, medical professional, parent, youth)
- Development of storyboard and script for approval prior to filming
- Production schedule and shot list prepared in advance of filming

Video Production (1 Location, 1 Day)

- 1 location, 1 day -- Interviewees at Elevation Ten Thousand's Film Studio — law enforcement, medical professional, parent, and youth
- Full-day filming session dedicated to capturing local B-roll footage to provide visual context and transitions within the video (can be broken up into 2 half days)

Post-Production

- Assembly of Long-Form Awareness Film
- Incorporation of Sheriff's Office–provided enforcement and bodycam footage
- Fact-based inserts to highlight key statistics
- Sound design and royalty-free music integration
- Two rounds of revisions on the final assembled edit of the Long-Form Awareness Film

Final Delivery

- Long-Form Awareness Film, formatted for event presentation, web, and mobile
- Five (5) short-form video clips clipped from the Long-Form Awareness Film, highlighting key stories, facts, and moments
- Delivery of all final assets as web-ready MP4 files with captions

**Any additional filming, interview sessions, or new elements requested outside of this defined Scope of Work will be quoted separately.*

Total	$13,334.00

Professional Services Contract

Rensselaer County Sheriff's Office

Signature

Print

Date

Elevation Ten Thousand

Signature

Print

Date

The offer of services described in this Agreement will remain valid at this price for a period of sixty (60) days from the date the unsigned Agreement is presented to the Company. Additional work outside this project scope will be quoted separately.

Agreement Terms and Conditions

1. Payment Terms

Project Fees:

Upon signing this Agreement, an initial payment of 50% of the Fee is due to commence the Services. Following the completion of the Design phase (for Design and Web Projects) or the Pre-Production phase (for Film Projects), a further payment of 25% of the remaining fee is due. The remaining Fee, along with any additional fees incurred throughout the process—such as scope changes or additional services requested—will be due before the final product is released and launched.

All additional fees the Client incurs throughout the process (the "Additional Fees") will be billed separately by the Service Provider and included in the final payment. The final balance must be paid in full before The Service Provider will release or launch the final product. The final payment of the Fee and any and all Additional Fees are is due within thirty (30) days of the completion of the Services. Upon receipt of the final payment, Elevation Ten Thousand will provide access to the website or deliver the associated product to the Client.

Recurring Campaign Service Fees:

In addition to the Fee and any Additional Fees incurred, the Client agrees to pay the Service Provider a recurring monthly fee for the recurring services provided under this Agreement . The fee amount is determined based on the services outlined in this Agreement. Monthly payments will be automatically charged to the credit card or processed through ACH (Automated Clearing House) using the payment information provided by the Client, with payments processed on the first day of each month.

The Fee is exclusive of applicable taxes, which will be added to each monthly charge as required by law. Any additional services the Client requests and the Service Provider agrees to perform that are beyond the scope of Services to be performed pursuant to this Agreement will be billed separately, and such services must be agreed upon in a separate writing and/or amendment signed by both the Service Provider and the Client before any work is initiated. As an alternative to automatic monthly payments, the Client may choose to receive an invoice for manual payment within the specified payment period.

Payment Methods:

The Client authorizes the Service Provider to charge the credit card or initiate ACH payments using the information provided for automatic monthly payments. It is the Client's responsibility to maintain accurate and up-to-date payment information. Any changes to payment details must be communicated to the Service Provider at least ten (10) days before the next billing cycle to avoid any interruptions in the Services.

2. Late Payment and Default

If payments of the Fee and any Additional Fees are not received within thirty (30) days of the date of an invoice (an "Outstanding Balance"), Service Provider reserves the right to pause the Services until the outstanding payment(s) is/are made on the Outstanding Balance. If sixty (60) days full payment has not been made on the Outstanding Balance, the Client will be considered in default, and if the Outstanding Balance still remains unpaid, the Service will commence collection efforts ("Collection Proceedings"). An interest rate of 2.5% per month will be applied to any Outstanding Balance from the original invoice date until full payment is received. Services may be suspended until any Outstanding Balance, including any applicable late fees, are paid by the Client in full. Notwithstanding anything contained in this paragraph, the Service Provider reserves the right, in its sole discretion, to commence Collection Proceedings at any time, should an Outstanding Balance exist or the Client is otherwise in breach of its obligations under this Agreement.

Professional Services Contract

3. Client Responsibilities

Clients are required to provide necessary content and approvals, including logos, business information, and other project-related materials relating to the Services (the "Content and Approvals"), within five (5) business days of request (the "Request") by the Service Provider. The Client acknowledges that the timely providing of of the Content and Approvals is essential to avoid delays in the provision of the Services. If the Content and Approvals are not provided within five (5) business days, Elevation will assume the Request is approved and move forward with the Services with the items as if approved. If adjustments to the content or the Services provided are needed afterwards, the Service Provider will charge $200/hr with a 1 hour minimum to make the adjustments. The Service Provider is not responsible for missed deadlines resulting from delays in receiving necessary input. The Client must also provide access to relevant accounts and platforms, such as Google Analytics and domain management tools within the same time-period, if a Request for such access is made by the Service Provider. If accounts do not exist, the Service Provider will create them and provide the necessary access. Any additional revisions will incur additional fees, to be agreed upon in writing or, if nothing is outlined, at $200/hr with a 1 hour minimum

4. Legal Fees and Expenses

In the event of any dispute or legal action arising from this Agreement, the prevailing party will be entitled to recover reasonable legal fees, costs, and other related expenses. The Client also acknowledges that, should the Service Provider commence Collection Proceedings to attempt to collect any Outstanding Balance, the Service Provider will be entitled to recover from the Client any reasonable legal fees, costs and other related expenses the Service Provider incurs.

5. Changes to the Services

Any changes to the Services the Client agrees to have performed by the Service Provider or necessitated by unforeseen circumstances will be documented in a Change Order, which will require written approval from the Client. Changes to the Services may impact the scope of the Services the timeline for the Completion of the Services and the Fee, and these adjustments will be set forth in the Change Order.

6. Use of Materials and Data

The Client grants the Service Provider the right to use any of the materials that result from the Services, , including case studies, testimonials, and logos, for marketing purposes, subject to the Client's prior written approval. The Client's approval in this regard will not be unreasonably withheld.

7. Service Level Agreement (SLA)

The Service Provider is committed to providing reliable service. Standard support requests will receive a response within two (2) business days, while urgent technical issues, such as website downtime, will be addressed within four (4) business hours. A 99.9% website uptime commitment is guaranteed, excluding scheduled maintenance or emergencies beyond the Service Provider's control. The Client will be notified at least 48 hours in advance of scheduled maintenance that may result in website downtime.

8. Recurring Campaign Service(s) Renewal and Termination

Following completion of the Setup Phase for new recurring services (typically 4 weeks after the Agreement has been signed), the Service Provider will begin providing monthly recurring marketing services as outlined in the scope investment section of this Agreement (the "Campaign Services"). This Agreement for recurring campaign services will remain in effect for an initial term of one (1) year, unless otherwise stated, and will automatically renew for successive one-year terms unless terminated by either party by that party providing at least 90 days' written notice prior to the renewal date. The "Recurring Start Date" shall be the first calendar day of the month immediately following the conclusion of the Setup Phase, unless otherwise agreed in writing by both parties. The "Recurring Start Date" will represent the beginning of the one (1) year term.

If Recurring Campaign Services begin mid-month, the Service Provider may, at its discretion, issue a prorated invoice for services provided during that partial month. Any such prorated invoice is considered an add-on to the 12-month campaign and does not affect the Recurring Start Date, which will be defined as the first day of the following full billing month.

If the Client wishes to terminate the Agreement before the completion of the initial term or any renewal term of the Campaign Services , the Client agrees to pay the Service Provider the remaining balance of the Fee for the full term. This includes the total amount for the recurring services outlined in the Agreement for the entire term, regardless of early termination.

The Service Provider reserves the right to terminate the Agreement for non-payment for the Campaign Services if outstanding amounts are not resolved within the specified period. In such cases, the Service Provider may also pursue payment for the remaining Fee any Outstanding Balance that remains pursuant to this Agreement.

9. Project Termination

This termination clause applies specifically to the one-time Project Services, not the recurring Campaign Services (which are governed by Section 8). This Agreement shall remain in effect until the completion of the Services outlined, unless terminated earlier as provided in this section. Either party may terminate this Agreement for the Services at any time, with or without cause, by providing sixty (60) days' prior written notice to the other party.

Upon termination, the Client will be responsible for payment of the Fee (or the portion thereof) for the Services rendered and costs incurred up to the date of termination, including any Services -in-progress. If the Client terminates the Agreement prior to the completion of the Services , Elevation Ten Thousand reserves the right to withhold delivery of any remaining work until all outstanding invoices and payments are settled. Termination of the Services does not affect any obligations of the Client that have accrued before termination, including payment obligations, confidentiality provisions, or intellectual property rights.

Professional Services Contract

10. Confidentiality and Data Protection

Confidentiality Clause: Both the Service Provider and the Client agree to maintain the confidentiality of any non-public, proprietary, or confidential information disclosed by either party (the "Confidential Information") in connection with the performance of the Services under this Agreement. Confidential Information includes, but is not limited to: business strategies, pricing, financial information, customer data, marketing plans, technical data, proprietary software, and internal processes. Each party agrees to use Confidential Information solely to fulfill their obligations under this Agreement, protect it from unauthorized disclosure, and not disclose it to third parties without prior written consent, except as required by law. These obligations will remain in effect for one (1) year after the termination or expiration of this Agreement.

Data Protection: The Service Provider will comply with applicable data protection laws and implement reasonable security measures, such as access controls, encryption, & regular security updates. In the event of a data breach, the Client will be notified within seventy-two (72) hours.

11. Indemnification

The Client agrees to indemnify and hold the Service Provider , its members, employees, officers, and agents harmless from and against any and all claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from the Client's breach of any representation, warranty, or covenant in this Agreement.

12. Force Majeure

Neither party will be held liable for any failure to perform obligations under this Agreement due to circumstances beyond their control, including but not limited to natural disasters, acts of government, strikes, wars, pandemics, or other major disruptions. The affected party must notify the other party as soon as reasonably possible, & performance obligations will be postponed for the duration of the force majeure event.

13. Dispute Resolution

In the event of a dispute arising from this Agreement, the parties agree to first attempt resolution through informal negotiations. If these negotiations fail to resolve the issue within thirty (30) days, either party may submit the dispute to mediation. Mediation will be conducted by a neutral third-party mediator in New York, or another location mutually agreed upon by both parties.

If mediation is unsuccessful after sixty (60) days, the parties may agree to submit any dispute will to binding arbitration under the Commercial Rules of the American Arbitration Association (AAA). Arbitration will be held in a location within a 60 miles radius of Albany, New York , and the arbitrator's decision will be final and binding. The parties will share arbitration costs equally, but each party will be responsible for its legal fees.

Notwithstanding anything to the contrary in this paragraph, nothing shall prohibit either party from filing a legal proceeding in a Court of competent jurisdiction regarding any dispute that arises under this Agreement. The parties agree to file any such action in a New York State or federal court located in the geographic confines of the United States District Court for the Northern District of New York. The parties further agree that the laws of the State of New York shall govern this Agreement and be applicable to any dispute arising under this Agreement.

14. Non-Solicitation

During the term of this Agreement and for two (2) years after its termination, the Client agrees not to solicit or hire any employee of the Service Provider.

15. Limitation of Liability

The Client acknowledges that payment for the Services under this Agreement is not contingent upon achieving specific outcomes or results, such as lead generation or other business metrics. The Service Provider makes no guarantees regarding the performance of the services beyond what is expressly stated in this Agreement.

To the fullest extent permitted by law, the Servicer Provider's liability to the Client for any claims, losses, damages, or costs arising from this Agreement is limited to the total fees paid by the Client in the twelve (12) months preceding the claim. The Service Provider will not be liable to Client for indirect, consequential, special, or incidental damages, including but not limited to lost revenue, profits, data, or business opportunities, even if advised of the possibility of such damages.

The Service Provider will not be responsible for delays or failures in performance resulting from circumstances beyond its reasonable control, including but not limited to disruptions caused by third-party service providers, acts of God, or changes in laws or regulations.

16. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which will be deemed an original, and all counterparts together will constitute one and the same document. A counterpart signature transmitted electronically, by fax, or as a scanned document will be deemed an original signature for purposes of executing this Agreement.

17. Terms of Service and Modifications

Elevation Ten Thousand reserves the right to update or modify these Terms of Service at any time. In the event of such changes, clients will be notified via email, and the updated Terms of Service will be made available at www.elevation10k.com/terms-of-service. Continued use of services following the update constitutes the Client's acceptance of the modified Terms of Service. Any modifications to the Agreement requested by the Client must be agreed upon in writing by both parties to be effective.

Initials _____ Date _____

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements **Committee** **Date** October 14, 2025

Resolution No. G/27

RESOLUTION AUTHORIZING EXTENSION OF THE TERM PERIOD OF A GRANT AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES – PUBLIC DEFENDER AND CONFLICT DEFENDER

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

WHEREAS, Resolution G/216/23 authorized the acceptance of grant award from the New York State Office of Indigent Legal Services for the period from January 1, 2023 through December 31, 2025, (Distribution #13 – Contract Number C130038) in the amount of $272,073.00; and

WHEREAS, The New York State Office of Indigent Legal Services has authorized a twelve (12) month extension to December 31, 2026 for Distribution #13 contracts, by extending for one year and merging with Distribution #14 contract funds for a total aggregate of $544,146.00; and

WHEREAS, If there are unexpended monies for the Offices of Public Defender and Conflict Defender within this grant agreement, they will be brought forward into 2026 by a separate Resolution; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; 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 extension, 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:
October 14, 2025

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 EXTENSION OF THE TERM PERIOD OF A GRANT AGREEMENT WITH NYS OFFICE OF INDIGENT LEGAL SERVICES - PUBLIC DEFENDER AND CONFLICT

Requested by: Public Defender and Conflict Defender

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 272,073.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding from NYS Office of Indigent Legal Services

   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 $ 272,073.00 and length of time state funding is available December 31,2026. 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 $ 0.00 and ongoing $_____

   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.): December 31, 2026

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a request to extend Distribution #13 contract from December 31, 2025 to December 31, 2026, so the funds can be expended.

Department Head

John Turi, Sandra McCarthy, and David Gruenberg

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: C130038 CONTRACT TYPE (select one): ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Rensselaer, County of	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods): ☑ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569	PROJECT NAME: DISTRIBUTION 13 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Office of the Rensselaer County Attorney 99 Troy Road 4th Floor East Greenbush, NY 12061 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Rensselaer County Bureau of Finance 99 Troy Road 4th Floor East Greenbush, NY 12061 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: ckempf@rensco.com	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 380100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: January 1, 2023 To: December 31, 2025

AMENDED TERM:

From: January 1, 2023 To: December 31, 2026

CONTRACT FUNDING AMOUNT
(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: $ 544,146.00

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [ ] Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- [ ] Appendix A
- [ ] Attachment A:
  - [ ] A-l Agency Specific Terms and Conditions
  - [ ] A-2 Program Specific Terms and Conditions
  - [ ] A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- [ ] Attachment B:
  - [ ] B-l Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-4 Net Deficit Budget
  - [ ] B-l(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
  - [ ] B-4(A) Net Deficit Budget (Amendment)
- [ ] Attachment C: Work Plan
- [ ] Attachment D: Payment and Reporting
- [x] Other:
  Attachment E - Limitation on Contract Extensions

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

CONTRACTOR:

Rensselaer County

By:_____

_____
Printed Name

Title:_____

Date:_____

STATE AGENCY:

NYS Office of Indigent Legal Services

By:_____

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date:_____

STATE OF NEW YORK

County of_____

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

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

ATTACHMENT E

LIMITATION ON CONTRACT EXTENSIONS

DISTRIBUTION 13

COUNTY OF RENSSELAER

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.