

HEALTH COMMITTEE

WEDNESDAY, DECEMBER 6, 2023

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	title
C/H/B/R	G/40	<p>RESOLUTION AUTHORIZING AN AGREEMENT WITH TROY REHABILITATION AND IMPROVEMENT PROGRAM, INC. FOR THE LEAD BASED PAINT HAZARD REDUCTION PROGRAM - DEPARTMENT OF HEALTH</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
C/H/B/R	G/41	<p>RESOLUTION AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER HOSPITAL FOR AUTOPSIES AND RELATED SERVICES - DEPARTMENT OF HEALTH</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
C/H/B/R	G/42	<p>RESOLUTION AUTHORIZING CONTRACT WITH NMS LABS FOR FORENSIC TOXICOLOGY LABORATORY SERVICES FOR POSTMORTEM TOXICOLOGY TESTING - DEPARTMENT OF HEALTH</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
H/B/R	G/43	<p>RESOLUTION AUTHORIZING PURCHASES OF VACCINES FOR IN-HOUSE CLINICS - DEPARTMENT OF HEALTH</p> <p>Motion Made By: Seconded By: Moved:</p>

		Notes:
C/H/B/R	G/47	<p>RESOLUTION AUTHORIZING TRANSPORT SERVICES FOR THE MEDICAL EXAMINER PROGRAM - DEPARTMENT OF HEALTH</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements

Committee

Date December 12, 2023

Resolution No. G/40

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TROY REHABILITATION AND
IMPROVEMENT PROGRAM, INC. FOR THE LEAD BASED PAINT HAZARD REDUCTION
PROGRAM - DEPARTMENT OF HEALTH**

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

WHEREAS, The Rensselaer County Department of Health ("RCDOH") has received grant funding for the Lead Based Paint Hazard Reduction Program for the period of December 1, 2022 through December 1, 2026, as per Resolution G/10/23; and

WHEREAS, This funding is being used to create healthy living environments by reducing lead hazards, with goals of reducing childhood lead poisoning, identifying high risk housing, providing resources to homeowners, and developing community partnerships to sustain the program past the life of the grant; and

WHEREAS, The RCDOH plans to administer and oversee the grant activities by collaborating and contracting with Troy Rehabilitation and Improvement Program, Inc. ("TRIP"), 415 River Street, Troy, NY 12180, to meet the goals and objectives pertaining to this program; and

WHEREAS, The term of the agreement with TRIP will be January 1, 2024 through December 31, 2024, with such contract able to be renewed on an annual basis through the end date of the noted grant; and

WHEREAS, Grant funded appropriations in the amount of \$434,743.00 for this contract are available within budget code A.4090.04800.HUDLEAD.2022.04800 in the RCDOH's 2024 budget; and

WHEREAS, The appropriations necessary for the 2025-2026 renewals of this contract will be included within the RCDOH's 2025-2026 budgets, with the total amount of all agreements with TRIP for this program not to exceed \$1,738,951.35; 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

Resolution No. G/40

Page No. 2 of 2

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

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 CONTRACT WITH TROY REHABILITATION AND IMPROVEMENT PROGRAM, INC. OR RENSSELAER COUNTY**

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$434,743.00 2024
\$869,470.35 2025-2026
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
 - a) For federal funding: amount \$1,738,951.35 and length of time federal funding is available until December 1 2026 _____. Is it available for ongoing expenses? Yes __X__ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available ____ – _____. Is it available for ongoing expenses? Yes ____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$0 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.): On going
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This funding is to be used to identify and control lead based pain hazards in coordination with both the Childhood Lead Primary Prevention Program . Expenses are to meet Federal deliverables related to Grant funding. All expenses are 100% reimbursed by the grant.

Department Head

MaryFran Wachunas

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements

Committee

Date December 12, 2023

Resolution No. G/41

RESOLUTION AUTHORIZING AN AGREEMENT WITH ALBANY MEDICAL CENTER HOSPITAL FOR AUTOPSIES AND RELATED SERVICES - DEPARTMENT OF HEALTH

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

WHEREAS, The Rensselaer County Department of Health would like to enter into an agreement with an accredited forensic toxicology laboratory to perform autopsies and provide related services including, but not limited to, forensic autopsies with 24 hour service, accommodation of cases involving extensively decomposed bodies, provision of quantitative toxicology levels for determination of death, capacity to handle multiple victims from a mass disaster or simultaneous autopsies, and the availability of full-time on-call autopsy technicians; and

WHEREAS, Albany Medical Center Hospital has the ability to perform and has agreed to provide the noted services to the Rensselaer County Department of Health on an as needed basis; 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:

<u>DESCRIPTION & DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
Autopsies and Related Services (1/1/2024-12/31/2024)	Albany Medical Center Hospital 43 New Scotland Avenue Albany, NY 12208	A.1185.04800	\$280,000.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

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 CONTRACT WITH ALBANY MEDICAL CENTER

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$280,000 current year
\$0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
 - a) For federal funding: amount _____ and length of time federal funding _____. 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 \$280,000 and ongoing \$0
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: At this time the charges related to the Medical Examiner program for Autopsies continues to increase with additional lab fees that are required in determining the death. The revenue funding of the Medical Examiner has been cut by the State but this department must continue the program.

Department Head

MaryFran Wachunas

**Rensselaer County
And
Albany Medical Center Hospital**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Albany Medical Center Hospital located at 43 New Scotland Avenue, Albany, New York 12208, 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, Section 673 of the County Law requires the County, through its Medical Examiner to perform autopsies and provide related services including morgue facilities and toxicological services; and

WHEREAS, the Hospital has offered to provide morgue, toxicological and certain related services to the County specifically set forth; and

WHEREAS, the County has accepted the offer of the Hospital to provide the aforementioned services to the County's Medical Examiner; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to allow the County use of its facilities for the performance of medical-legal autopsies conducted by the Rensselaer County Medical Examiner and shall provide toxicological and such other necessary services set forth below.

- Use of its autopsy facilities to include office space for the Medical Examiner, Law Enforcement personnel and pathologists.
- Routine tissue processing and preparation of routine H&E slides as may be requested by the County which shall be made available within three working days of the post-mortem examination and special stains as requested for autopsy material within three working days of documented stain request.
- Storage of autopsy tissues, blocks and microscopic slides as required by the New York State Department of Health.
- Maintaining patient confidentiality for all cases and tests performed.
- Maintaining secure facility for the provision of testing and specimen analysis.
- Other laboratory testing as requested and available at Hospital such as chemistry, hematology, serology, electron microscopy, referred laboratory testing and molecular diagnostic testing.
- X-ray exams for the County as ordered by the Medical Examiner.
- The Parties acknowledge and agree that forensic toxicology services shall not be provided under this Agreement by Hospital and

that County must secure such services from a qualified alternative laboratory. Hospital agrees, however, to provide in conjunction with morgue facility use services a location within the morgue for secure toxicology specimen storage on the condition that the County is solely responsible for arranging secure pick up and transport of said specimens

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2024** and shall terminate on **December 31, 2024**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor in accordance with Appendix A for a sum not to exceed **\$280,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such

prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

APPENDIX A

Morgue Facility Use (includes onsite histology and microbiology) - \$2,000/case

Histology or Laboratory Services Requested but not performed at AMC (Does not include ANY toxicology services) - Billed at AMC's cost plus a \$25 handling fee

Other Laboratory Testing performed on site at AMC (e.g. HIV serology, molecular testing, chemistry procedures) - 50% discount of AMC's specific charge schedule in effect at the time of the service

Microbiology Only (without morgue facility use) - 50% discount of AMC's specific charge schedule in effect at the time of the service

Radiology Fee - Global - 50% discount of AMC's specific charge schedule in effect at the time of the service

Toxicology Services will be the sole responsibility of County to contract for testing for these services at an outside lab of choice.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements

Committee

Date December 12, 2023

Resolution No. G/42

**RESOLUTION AUTHORIZING CONTRACT WITH NMS LABS FOR FORENSIC TOXICOLOGY
LABORATORY SERVICES FOR POSTMORTEM TOXICOLOGY TESTING -
DEPARTMENT OF HEALTH**

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

WHEREAS, The Rensselaer County Department of Health ("RCDOH") would like to enter into an agreement with an accredited forensic toxicology laboratory to perform postmortem toxicology testing; and

WHEREAS, NMS Labs has the ability to perform and has agreed to provide the noted services to the RCDOH on an as needed basis; and

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

<u>DESCRIPTION & DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
Forensic Toxicology Laboratory Services (1/1/2024-12/31/2024)	NMS Labs 200 Welsh Road Horsham, PA 19044	A.1185.04800	\$70,000.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

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 TO CONTRACT WITH NMS Labs

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$70,000 current year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
 - a) For federal funding: amount _____ and length of time federal funding _____. 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 \$70,000 and ongoing \$0
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: At this time the charges related to the Medical Examiner program for Autopsies continues to increase with additional lab fees that are required in determining the death. The revenue funding of the Medical Examiner has been cut by the State but this department must continue the program.

Department Head

MaryFran Wachunas

**Rensselaer County
And
NMS Labs**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and NMS Labs located at 200 Welsh Road, Horsham, PA 19044, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of providing toxicology services; and

WHEREAS, the County seeks to have certain biological fluids tested; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to provide the services set forth in Schedules A and B.

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2024** and shall terminate on **December 31, 2024**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **\$70,000.00** for the Term of this Agreement.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor

agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

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 NMS Labs (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 NMS Labs.

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 60 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 and related to the work performed under this Agreement;

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 (if known);

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.

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 Covered Entity acknowledges that the Business Associate has determined that returning or destroying the PHI is infeasible, in order to maintain compliance with its accrediting and regulatory bodies. Business Associate agrees to extend 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 12061
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 200 Welsh Road, Horsham , PA 19044
Attention: Andrew Nolan

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
- NMS Labs, (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: _____

Account numbers: 146749

Price Code: RCOME

Pricing Effective Date: 1/1/2023

Pricing Expiration Date: 12/31/2023

Test #	Test Description	Price per Sample
8051B/U/SP	Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for illicit drugs of abuse, alcohol and some therapeutic compounds	\$179.00
8051FL	Basic Postmortem Toxicology Panel - Non-Routine Fluids	\$357.00
8061TI	Basic Postmortem Toxicology Panel - Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$463.00
8061B/U	Postmortem Toxicology - Basic w/o Alcohol, Blood and Urine (Forensic) Includes screening and quantitative confirmatory analysis for illicit drugs of Abuse and some therapeutic compounds	\$207.00
8052B/U/SP	Expanded Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol	\$268.00
8052FL	Expanded Postmortem Toxicology Panel – Non-Routine Fluids	\$597.00
8052TI	Expanded Postmortem Toxicology Panel – Tissue Use for routine postmortem toxicology testing of tissue samples and non-routine biological fluids (gastric contents, bile, purge fluid, etc.)	\$655.00
8062B/U	Postmortem Toxicology - Expanded w/o Alcohol, Blood (Forensic) Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications and illicit drugs of abuse	\$287.00
8092B/U/SP	Expert Therapeutic & Abused Drugs Panel – Blood, Urine, Serum/Plasma Use as needed for cases requiring toxicologist consultation based on available case history. Includes screening for over 600 drugs (therapeutic medications & illicit drugs of abuse), metabolites, poisons and toxins	\$536.00
8092FL	Expert Therapeutic & Abused Drugs Panel – Non-Routine Fluids	\$716.00
8092TI	Expert Therapeutic & Abused Drugs Panel – Tissue	\$746.00

	Use as needed for cases requiring toxicologist consultation based on available case history.	
8054B	Postmortem, Expanded with NPS, Blood (Forensic) Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol and some Novel Psychoactive Substances	\$425.00
8050U	Urine Drug Screen Includes screening analysis of urine for illicit drugs of abuse with confirmation testing for Opiates and 6-MAM (Can be ordered in addition to Basic or Expanded drug screens)	\$32.00
RETURN	Return	\$0.00

SCHEDULE B

1. NON-COVERED TESTING

Any services not included in Exhibit A and necessary to the performance of the work in accordance with this Agreement shall be billed at Prevailing List Price Fees.

2. TESTIMONY AND TRAVEL COSTS

Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were NOT tested by NMS Labs

3. ADDITIONAL SERVICES

NMS Labs shall provide additional services upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

4. SAMPLE RECEIPT -

Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: <http://www.nmslabs.com/sample-submission/>. Samples will be sent to 200 Welsh Road, Horsham, PA 19044 so that the shipment arrives between Monday-Thursday.

NMS Labs is responsible for providing standard shipping services as outlined above.

5. SAMPLE RETENTION/STORAGE

Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Under the terms of this Agreement samples will be stored for a one (1) year period ("retention period"). At the expiration of the retention period the samples will be discarded.

Under the terms of this agreement, NMS Labs will store Client's samples that do not require testing for a one (1) year period and then will discard the samples.

6. SAMPLE RETURNS

Under this agreement the Client requires samples to be returned upon request.

In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will not be charged an additional fee for returning samples.

a. Directions for returning samples shall be provided by Coroner, as per Coroner directive, if return of samples is deemed necessary by Coroner.

7. SUPPLIES

NMS Labs will provide the following collection and shipping supplies for work under this agreement:

- a. Requisition forms - 2 Ply Preprinted
- b. FedEx -Airbills Preprinted for Standard Shipping
- c. FedEx - Diagnostic Packs
- d. Ancillary Collection Tubes and/or plastic containers
- e. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

8. SPECIAL REPORTING REQUIREMENTS

Should NMS Labs determine that reports required by the Client do not qualify as "standard reports," The Client will be charged an additional fee to prepare these reports.

9. SPECIAL BILLING REQUIREMENTS

Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Stall, Gendron, Nichols

Sent To: Health Committee Date December 12, 2023

Resolution No. G/43

RESOLUTION AUTHORIZING PURCHASES OF VACCINES FOR IN-HOUSE CLINICS -
DEPARTMENT OF HEALTH

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

WHEREAS, The Rensselaer County Department of Health ("RCDOH") provides immunizations as medically necessary treatment through in-house clinics; and

WHEREAS, The RCDOH seeks Legislative authorization to proceed with the purchase of the necessary vaccines at a total cost not to exceed \$67,000.00 within the following budget accounts: A.4017.04501 (\$17,000.00) and A.4017.04711 (\$50,000.00), for the one-year period of January 1, 2024 through December 31, 2024; and

WHEREAS, Purchase costs are reimbursable through New York State Public Health State Aid, various insurance companies, and/or individual clients; and

WHEREAS, The sources of funding for this expense and the names and addresses of the selected vendors are as follows:

DESCRIPTION OF EXPENSE	VENDOR	APPROPRIATION CODE
Vaccines 1/1/24 - 12/31/24	Sanofi Pasteur	A.4017.04501
	1 Discovery Drive	A.4017.04711
	Building 50, 2nd Fl. Swiftwater, PA 18370	
	Merck & Co., Inc.	A.4017.04501
	Order Mgmt. Center	
	P.O. Box 4	
	ZB-750	
	West Point, PA 19486	
	GlaxoSmithKline	A.4017.04501
	P.O. 7929	
	#FP 1555	
	Philadelphia, PA 19101	

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive or the Director of the Bureau of Central Services, is authorized to sign purchase orders for the above items.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

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 PURCHASE OF IMMUNIZATIONS 2024

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$0.00 current year
\$67,000.00 2024
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
 - a) For federal funding: amount _____ and length of time federal funding _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 24,120.00 (State Aid) _____ 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 \$12,864.00 and ongoing \$0
 - e) Other (please explain) \$ 30,016.00 _____ Estimate of Insurance Reimbursements _____
- 3) Is this expense or program mandated? Yes X No _____
- 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: This is for the purchase of vaccines to be administered through our clinics at the Health Department.

Department Head

MaryFran Wachunas

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Stall, Gendron, Nichols

Sent To: Contracts & Agreements

Committee

Date December 12, 2023

Resolution No. G/47

RESOLUTION AUTHORIZING TRANSPORT SERVICES FOR THE MEDICAL EXAMINER PROGRAM - DEPARTMENT OF HEALTH

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

WHEREAS, In Rensselaer County, transportation of bodies for whose deaths have been determined to be of a violent, sudden, unexpected, unattended or suspicious nature is required of the Medical Examiner program; and

WHEREAS, The County of Rensselaer has historically contracted with local licensed funeral homes to provide body transport services, based upon variables such as time of day and the geographic location of the body; and

WHEREAS, The specific provider in any given situation is not determined until the time the service is needed and is based upon the aforesated variables; and

WHEREAS, The County of Rensselaer will contract with various licensed funeral homes within the County, with those licensed funeral homes to be paid the sum of \$225.00 per transport to Albany Medical Center, where all autopsies will be performed; and

WHEREAS, The fiscal impact of this resolution within the 2024 Rensselaer County Adopted Budget is \$31,500.00 from budget code A.1185.04919, with the total amount to be expended on this service not exceeding this amount, regardless the vendors needed for body transport services during the period of January 1, 2024 to December 31, 2024; and

WHEREAS, The Department of Health shall submit to the Clerk of the Legislature a list of contracted vendors, as needed; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

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
And
Simmons Funeral Home**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Simmons Funeral Home located at 1700 Washington Avenue, Rensselaer, New York 12144 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of transporting bodies; and

WHEREAS, the County seeks to have bodies transported as the result of violent, sudden, unexpected, unattended or suspicious deaths; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to transport bodies to Albany Medical Center at the request of the County.

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor \$225.00 for the transportation of a body to Albany Medical Center, but in no event shall the County be required to pay Vendor in excess of the available unexpended balance of the total amount of \$35,000 budgeted by the County for all vendors for the County 2024 budget year.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County
And
Tributes of Troy, LLC dba McLoughlin & Mason Funeral Home, L.L.C.**

This Service Agreement (“Agreement”) made on the date set forth below between **Rensselaer County** located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and **Tributes of Troy, LLC dba McLoughlin & Mason Funeral Home, L.L.C.** located at 8 109th Street, Troy, New York 12182 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of transporting bodies; and

WHEREAS, the County seeks to have bodies transported as the result of violent, sudden, unexpected, unattended or suspicious deaths; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to transport bodies to Albany Medical Center at the request of the County.

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor \$225.00 for the transportation of a body to Albany Medical Center, but in no event shall the County be required to pay Vendor in excess of the available unexpended balance of the total amount of \$35,000 budgeted by the County for all vendors for the County 2024 budget year.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers’ Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer

County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and

Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County
And
John J. Sanvidge Funeral Home, Inc.**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061 hereinafter called the “County” and John J. Sanvidge Funeral Home, Inc. located at 565 4th Avenue, Troy, New York 12182 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of transporting bodies; and

WHEREAS, the County seeks to have bodies transported as the result of violent, sudden, unexpected, unattended or suspicious deaths; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to transport bodies to Albany Medical Center at the request of the County.

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor \$225.00 for the transportation of a body to Albany Medical Center, but in no event shall the County be required to pay Vendor in excess of the available unexpended balance of the total amount of \$35,000 budgeted by the County for all vendors for the County 2024 budget year.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County
And
Perry-Komdat Funeral Chapel, Inc.**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Perry-Komdat Funeral Chapel, Inc. located at 2691 NY-43, Averill Park, New York 12018 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of transporting bodies; and

WHEREAS, the County seeks to have bodies transported as the result of violent, sudden, unexpected, unattended or suspicious deaths; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to transport bodies to Albany Medical Center at the request of the County

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor \$225.00 for the transportation of a body to Albany Medical Center, but in no event shall the County be required to pay Vendor in excess of the available unexpended balance of the total amount of \$35,000 budgeted by the County for all vendors for the County 2024 budget year.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County
And
Collett Funeral Firms, LLC
d/b/a Daniel D. Purcell Funeral Home, LLC**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Collett Funeral Firms LLC d/b/a Daniel D. Purcell Funeral Home, LLC located at 510 Pawling Avenue, Troy, NY 12180 hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of transporting bodies; and

WHEREAS, the County seeks to have bodies transported as the result of violent, sudden, unexpected, unattended or suspicious deaths; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

Vendor agrees to transport bodies to Albany Medical Center at the request of the County.

2. TERM OF CONTRACT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor \$225.00 for the transportation of a body to Albany Medical Center, but in no event shall the County be required to pay Vendor in excess of the available unexpended balance of the total amount of \$35,000 budgeted by the County for all vendors for the County 2024 budget year.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

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The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal,

amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING BODY TRASPORT SERVICES

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$31,500 current year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Federal Funding thru State
 - a) For federal funding: amount _____ and length of time federal funding _____. 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 \$31,500 and ongoing \$0
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): One Time Only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: For 2024 budget year the fees related to the Medical Examiner program for body transportation is at \$225 per transport to AMC . The transportation fees are required to transport bodies from place of death in Rensselaer County to Albany Medical Center for autopsy.

Department Head

MaryFran Wachunas