SOCIAL SERVICES COMMITTEE PACKET

WEDNESDAY, NOVEMBER 4, 2026

COMMITTEE	RESOLUTION	TITLE
SS/C/B/R	G/8	RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS –VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/10	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/12	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/19	RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR
SS/C/B/R	G/20	RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH Motion Made By: Seconded By:

		In favor: **Opposed:** **Notes:**
SS/B/R	**G/22**	**RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE– DEPARTMENT OF SOCIAL SERVICES** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
SS/C/B/R	**G/23**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**
SS/B/R	**G/24**	**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES** **Motion Made By:** **Seconded By:** **In favor:** **Opposed:** **Notes:**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/8

RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS – VAN RENSSELAER MANOR

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

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

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

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

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

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING VAN RENSSELAER MANOR TO UTILIZE CONSORTIUM CONTRACTRS

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

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

Paid through VRM Patient Service Revenue

Signature (Department Head): John Wunder

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

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

Vendor Information

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

Vendor Contact Information

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Sterilizing Gas (Oxyfume2002)

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

Monthly Rental Fees Calculation

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

Delivery Terms and Time

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

E-Commerce – Debbie James, Specialist

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

Emergency Deliveries

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

Value Added Services

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

Cylinder Inventory

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

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

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

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

4) Balance sheets are used to match cylinders delivered.

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

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

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

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

Physical Inventories

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

Cylinder Balance Discrepancies

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

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

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

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

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

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

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

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

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

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

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

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

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

Emergency Call Procedure

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

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

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

Quality Assurance and Support

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

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

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

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

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

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

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

Quality Assurance and Support (continued)

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

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

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

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

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

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

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

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

Products and Services

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

United Iroquois Shared Services
Airgas Contract Schedule A

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

United Iroquois Shared Services
Airgas Contract Schedule A

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

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

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

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

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

United Iroquois Shared Services
Airgas Contract Schedule A

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

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

Rental

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

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

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

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

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

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

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

Contract Detail

Healthcare Billing & Consulting Services

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

Related Resources
No

Details | Non Premier Contract Details | Information Sheet

Contract Type
Non-Premier

Diversity Type

Replaces
N/A

Replaced By
N/A

Contract Contacts

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

Activation Instructions

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

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

Supplier Links

Contract Notes

Rebate Available
N/A

General Contract Attachments

- Capital Management Solutions.pdf (171k)

Award Type
Non-Pharmacy

Group Buy
No

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

Available for Price Activation
No

Commitment Agreement

Commitment Required For Access to Base Price
N/A

DSH Pricing
No

Localization Allowed
No

Ascend Pricing
No

SURPASS Pricing
No

Contract Search Keywords

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VIZIENT CONTRACT BRIEF

SV4016

Direct Supply, Inc.

Ambulatory and Acute Facilities Services

- Products

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

Single-source contract

DISTRIBUTION Direct from the supplier

Agreement access

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

Pricing and terms

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

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

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

Contract process and award rationale

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

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Contract Detail

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

Contract Contacts:

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

Premier Internal Categories
Capital Equipment / Facilities

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

Contract Detail

Price Tiers: **Status:** Active

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

Contract Detail

Information Sheet:

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

Contract Detail

Information Sheet:

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

Contract Detail

Information Sheet:

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

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

Vendor Information

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

Vendor Contact Information – Hill & Markes

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

Vendor Contact Information – Network Services

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

Standard Terms and Conditions – Distributor Cost Plus Percentages

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

FOR PREMIER MEMBERS

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

hill & markes SINCE 1906 INC. WHOLESALE DISTRIBUTORS

HILL & MARKES SERVICES & PRODUCTS

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

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

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

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

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

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

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

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

PROVISTA

Menu

Contracts | Search Catalog

Logged in

2650321 - Van Rensselaer Manor
Long Term Care

Home > Contract Search Results > Contract Details

CE7583 - Johnson Controls HVAC and Chillers

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

Future

Quick Links

Information on all Tiers

My Notes 0

Product list

Contract News

Spend for this Category

Contract Documents

Action
File Name

Displaying 4/6

ntract Briefs
hnson_Controls_Exhibit_A_Product_and_Service_Agreement_Pricing.pdf
hnson_Controls_Exhibit_C_Return_Policy.pdf

My Tier Information

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

Contracts Replaced by this Contract

CE2492 - Johnson Controls HVAC

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

Contracts Replacing this Contract

NO DATA AVAILABLE

Multisource Contracts

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

My Notes

Products & Pricing

Terms & Conditions

Contract Legal Documents

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

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

Contacts

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

VIZIENT CONTRACT BRIEF

MS6870

KCI USA, Inc.

Negative Pressure Wound Therapy

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

Equivalent-source contract

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

DISTRIBUTION Direct from the supplier

Agreement access

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

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

Pricing and terms

PRICING Refer to Vizient Catalog for line-item pricing.

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

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

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

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

Contract process and award rationale

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

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

Request for proposal

Vizient issued a request for proposal in March 2017.

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

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

Proposal evaluation

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

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

Member input

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

Best-and-final offer

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

Award validation

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

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

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PREMIER HEALTHCARE ALLIANCE, L.P.

GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-093

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

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

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

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

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

CONTRACT NUMBER: PP-DS-094

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

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

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

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

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

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

CONTRACT NUMBER: PP-DS-094

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

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

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

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

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

©2020 PREMIER HEALTHCARE ALLIANCE, L.P.

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

UISS Agreement Information

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

Vendor Information

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

Vendor Contact Information

Thomas Spellman, CEO
tomspellman@emohawk.com

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

Craig Soja, Contract Manager
csoja@emohawk.com

Cody Roberts, Sales Utica Area
croberts@emohawk.com

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

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

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

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL
Agreement Details

Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Placing Orders</u>

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

United IROQUOIS Shared Services, Inc.

CONFIDENTIAL Agreement Details

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

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

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

Accepted and agreed to on behalf of:

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

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

VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

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

VIZIENT CONTRACT BRIEF

SV2262

Otis Elevator Company

Elevator and Escalator Maintenance

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

Multi-source contract

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

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

DISTRIBUTION Direct from the supplier

Agreement access

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

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

Pricing and terms

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

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

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

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

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

Contract process and award rationale

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

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

Request for proposal

Vizient issued a request for proposal in May 2019.

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

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

Proposal evaluation

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

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

Member input

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

Best-and-final offer

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

Award validation

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

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

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Contracts

pp-di-001d

All Facilities

Basic Advanced

SCA Home | Catalog | Activations

National Foodservice Distribut

US Foods, Inc.

PP-DI-001D

Premier

View Spend

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

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

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

Tiers

No Tier data found for the contract.

Contract Detail

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

Contract Contacts:

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

Premier Internal Categories
Capital Equipment / Facilities

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

Contract Detail

Price Tiers:

Status: Active

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

Contract Detail

Information Sheet:

Acquisition Method

ACQUISITION METHODS:

Purchase

Agreement Period

72 Months

Alternate Sites

ALTERNATE SITE AVAILABILITY:

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

Alternate site use is available

Attachments

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

Commitment

COMMITMENT:

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

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

Commitment Required for Access to Base Price

No. Required for tiers 2 and higher

Confidentiality

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

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

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

Contract Title

Reusable Textiles and Textile Services

Distribution

DISTRIBUTION:

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

Distributor

DISTRIBUTOR

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

Early Payment Discount

EARLY PAYMENT:

Yes this contract allows for an early payment discount

The discount is 2% / Net 10.

Freight Management Program

FREIGHT MANAGEMENT PROGRAM:

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

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

GLN Reporting Sales/Admin

REPORTING GLN - SALES/ ADMIN:

Yes

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

Contract Detail

Information Sheet:

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

Contract Detail

Information Sheet:

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/10

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

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

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

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

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

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

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

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

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

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

Funding using 2026 Adopted Budget.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver

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

Resolution No. G/134/26

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

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive 4/15/26

Received from County Executive 4/16/26

Jessica L. Chase
Clerk of the Legislature

Executive Action

Approved ✓ **Date** 4/15/26

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

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

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

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

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

NOW THEREFORE, Client and HAN agree as follows:

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

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

   Delete Contract Ceiling and Replace with New Contract Ceiling:

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

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

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/12

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

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

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

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

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

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

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

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

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

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

Funding using 2026 Adopted Budget.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/133/26

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

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive 4/15/26

Received from County Executive 4/16/26

Jessica L. Chase

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 4/15/26

Disapproved

Veto Message Attached and Returned to Clerk

County Executive

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

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

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

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

NOW THEREFORE, Client and AGENCY agree as follows:

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

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

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/19

RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR

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

WHEREAS, Resolution G/442/24 authorized a five-year agreement with Mobile Imaging LTD for x-ray services at a cost of $31,000.00 annually; and

WHEREAS; Van Rensselaer Manor is seeking Legislative approval to increase the annual not to exceed amount from $31,000 to $42,000 for years 2026 - 2028 with all other terms of the contract remaining the same; and

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

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT AMOUNT	REVISED AMOUNT
Mobile X-Ray 1/1/2024 - 12/31/2028)	Mobile Imaging, LTD 7 Herbert Drive Latham, NY 12110	EH.7240.62	2024-$31,000 2025-$31,000 2026-$31,000 2027-$31,000 2028-$31,000	2024-$31,000 2025-$31,000 2026-$42,000 2027-$42,000 2028-$42,000

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO MOBILE IMAGING LTD FIVE YEAR CONTRACT – VAN RENSSELAER MANOR

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ 33,000

2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):

   a) For Federal Funding: Amount $ NA and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐

   b) For State Funding: Amount $ NA and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐

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

   d) Tax Levy impact for current Year $ _____ and ongoing $ _____

   e) Other (please explain): Paid for through VRM Patient Revenue Services

3) Is this expense program mandated? YES: ☐ NO ☑

4) Length of expense or project (one time only, ongoing, etc.): 2026-2028

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

Amending the annual not to exceed amounts for years 2026 - 2028 due to an increase in services provided by vendor.

Signature (Department Head): _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** November 12, 2024

Resolution No. G/442/24

RESOLUTION AUTHORIZING AN AGREEMENT WITH MOBILE IMAGING LTD FOR MOBILE MEDICAL IMAGING SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, The Van Rensselaer Manor Nursing Home ("VRM") seeks to renew an agreement with a mobile X-ray company to meet the medical needs of its residents; and

WHEREAS, Pursuant to the policies and procedures set forth in the Rensselaer County Purchasing Guidelines, VRM sought written competitive quotes for these services from multiple vendors; and

WHEREAS; VRM has deemed the proposal from Mobile Imaging LTD, 7 Herbert Drive, Latham, New York 12110, as being the most advantageous at an annual cost not to exceed $31,000.00, which is at a rate of ten percent (10%) lower than the rates established by the Centers for Medicare and Medicaid Services; and

WHEREAS, VRM seeks Legislative approval to enter into an agreement with Mobile Imaging LTD for a five year term beginning January 1, 2024 through December 31, 2028 at a rate of $31,000.00 annually; and

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

DESCRIPTION/ DATES	**VENDOR**	**APPROPRIATION CODE**	**ANNUAL AMOUNT**
Mobile X-Ray 01/01/2024 - 12/31/2028)	Mobile Imaging LTD 7 Herbert Drive Latham, NY 12110	EH.7240.62	2024 - $31,000 2025 - $31,000 2026 - $31,000 2027 - $31,000 2028 - $31,000

; now, therefore, be it

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

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
November 12, 2024

Clerk of the Legislature

Sent to County Executive 11/13/24

Received from County Executive 11/14/24

Jessica L. Chaves

Clerk of the Legislature

Executive Action

Approved ✓ **Date** 11/13/24

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the November 12, 2024 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 14th day of November, 2024 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 14th day of November, 2024.

Seal

Jessica L. Charette

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

MOBILE IMAGING SERVICES AGREEMENT

This Mobile Imaging Services Agreement ("Agreement") is between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Term. This Agreement begins on **January 1, 2024** and expires on the earlier of (a) **December 31, 2028** or (b) the date this Agreement is terminated in accordance with Section 9 ("Term").

2. Services. Mobile Imaging will provide portable x-rays to residents of Van Rensselaer Manor as prescribed by a physician upon a showing of medical necessity ("Services"). Medicare regulations require the County to pay for Medicare Part A covered stays in accordance with Medicare Part A (PPS) fee schedule.

3. Consideration. Mobile Imaging will bill the County pursuant to the fee schedule published by the Health Care Financing Agency. For each of the following years during the Term of this Agreement, the total amount billed by Mobile Imaging to the County shall not exceed the following amounts:

Term	Amount
January 1, 2024 to December 31, 2024	$ 31,000.00
January 1, 2025 to December 31, 2025	$ 31,000.00
January 1, 2026 to December 31, 2026	$ 31,000.00
January 1, 2027 to December 31, 2027	$ 31,000.00
January 1, 2028 to December 31, 2028	$ 31,000.00
Total amount paid during the contract term not to exceed	**$155,000.00**

4. Independent Contractor; Indemnification. Mobile Imaging acknowledges and agrees that the Services to be provided pursuant to this Agreement are provided as an independent contractor and not as an agent or as an employee of the County. Mobile Imaging agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees, from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and costs, in connection with any act or omission of Mobile Imaging, its agents or employees. Mobile Imaging further agrees to maintain during the Term of this Agreement such

Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the signing of this Agreement by Mobile Imaging.

5. Limitation on Damages. In no event shall County be liable to Mobile Imaging for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if County has been apprised of the possibility thereof.

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

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

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

   In the event that an excluded party is discovered by Mobile Imaging, Mobile Imaging shall notify the County within five (5) days of such discovery. The County reserves the right to cancel this Agreement upon such notification.

   The County further has the right to cancel this Agreement and declare the same null and void in the event that Mobile Imaging fails to fulfill its obligations under this Section.

8. Representations. Mobile Imaging represents that: (a) Mobile Imaging will comply with all federal, state and County laws, rules and regulations in performing the Services, (b) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, and (c) Mobile Imaging has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for Mobile Imaging to render the Services.

9. Cancellation. This Agreement can be canceled by either Party with thirty (30) days written notice.

10. No Discrimination. Mobile Imaging shall comply with state and federal Laws prohibiting discrimination based upon race, creed, national origin, sexual preference or sponsor.

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

12. Survival. Sections 4 (Independent Contractor; Indemnification), 5 (Limitation on Damages), 6 (Jurisdiction and Venue), 8 (Representations), 11 (Executory), 14 (Names and Logos), and 15 (Miscellaneous) survive expiration and termination of this Agreement.

13. Names and Logos. Mobile Imaging shall not use County's name, logo or insignia, or the name, logo or insignia of any department or division thereof, or otherwise identify the County or any of its departments or divisions in any form of publicity or disclosure without the prior written permission of County, which permission may be given or withheld in the County's sole discretion.

14. Miscellaneous.

14.1 This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules.

14.2 No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement.

14.3 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14.4 If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14.5 This Agreement may not be modified except in writing signed by duly authorized representatives of the Parties.

14.6 This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York , on behalf of Van Rensselaer Manor (hereinafter referred to as "Covered Entity"), and Mobile Imaging Ltd. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in the Services Agreement, entered into on **January 1, 2024** (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.

2. **"**Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Mobile Imagine Ltd.**

3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

4. "Designated Record Set" is defined at 45 CFR §164.501.

5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.

7. "Required By Law" is defined at 45 CFR § 164.103.

8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

9. "Security Incident" is defined at 45 CFR § 164.304.

10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

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

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

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

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

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-

term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to

Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER

AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's
Office Rensselaer County
Office Building 99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

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

Address: Herbert Lane, Latham, New York 12110
Attention: Walter Hughes
Telephone: (518)785-3511

D. New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

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

F. Penalties for HIPAA Violation. In addition to that stated in this

Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Mobile Imaging, Ltd., (Business Associate).

Business Associate hereby notifies the County that there has been a Breach**,** Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____

Date of the Incident: _____

Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

_____

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary)

_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____

_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____
Email Address: _____

Phone Number: _____

Record of Signing

For	Mobile Imaging Ltd.
Name	Walter T. Hughes Jr.
Title	President

Signed on 2024-11-20 22:15:01 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yJ0NQafQp6dduOezrxGz
Signing date: 11/20/2024
IP Address: 24.97.1.2
Email: whmi@nycap.rr.com

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

Signed on 2024-11-25 20:18:39 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLoDTXCJQ0aAGgFztXe1
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For	Rensselaer County
Name	Joseph T. Ryan
Title	

Signed on 2024-11-25 20:51:51 GMT

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DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp1z9sgfmO743rQr56f
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

For	Rensselaer County
Name	Steven McLaughlin
Title	County Executive

Signed on 2024-11-25 20:54:01 GMT

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp5HEPQVKAFVCzCvOe5
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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Signed with www.concordnow.com

Mobile Imaging LTD
AMENDMENT TO MOBILE IMAGING SERVICES AGREEMENT

This Amendment takes effect as of **January 1, 2024** and is made between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Mobile Imaging and County entered into an Agreement dated January 1, 2024 hereinafter referred to as the "Agreement"; and

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

NOW THEREFORE, Mobile Imaging and County agree as follows:

1. Paragraph 3. Consideration shall be modified by deleting the current table containing Term and Amount and replacing it with the updated table below. The updated table increases the contract ceiling amount for Years 2026, 2027 and 2028

Term	Amount
January 1, 2024 to December 31, 2024	$ 31,000.00
January 1, 2025 to December 31, 2025	$ 31,000.00
January 1, 2026 to December 31, 2026	$ 42,000.00
January 1, 2027 to December 31, 2027	$ 42,000.00
January 1, 2028 to December 31, 2028	$ 42,000.00
Total amount paid during the contract term not to exceed	**$188,000.00**

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

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/20

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Department of Mental Health is in receipt of funding from the New York State Office of Mental Health ("OMH") with the goal of enhancing the Children's Single Point of Access ("C-SPOA") infrastructure, in the amount of $108,519.00 for the period commencing July 1, 2026; and

WHEREAS, This new funding is to be used to accommodate the increased scope of work being undertaken because of the changes to Child & Youth Evaluation Services ("C-YES") responsibilities for determining Home & Community Based Services ("HCBS") eligibility for youth without Medicaid, and in preparation of the Children's Mental Health Settlement; and

WHEREAS, The Department will utilize $15,762.50 of said funding to amend the three-year agreement with Hardenberg Group, Inc. d/b/a Sentact, previously approved by Resolution G/253/26, for Event Reporting software services to also include C-SPOA access for activity tracking and reporting in the scope of work; and

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

DESCRIPTION	VENDOR	APPROPRIATION CODE	CURRENT CONTRACT AMOUNT	REVISED CONTRACT AMOUNT
Event Reporting Software Services 7/1/2026-7/31/2029	The Hardenbergh Group,Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152	A.4320.04900	$48,200.00	$63,962.50

; now, therefore, be it

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

RESOLVED, The Rensselaer County Executive, or his designee, is authorized to sign the above-described amended agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

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

2026 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4320.34901 Mental Health-SA	$1,190,550.00	$108,519.00	$1,299,069.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4320.02100 Furniture	$5,000.00	$750.00	$5,750.00
A.4320.02300 Automobile	$0.00	$50,000.00	$50,000.00
A.4320.02400 Other Equipment	$35,561.00	$7,000.00	$42,561.00
A.4320.04500 Special Departmental Supplies	$48,000.00	$4,069.00	$52,069.00
A.4320.04700 Program Expenditures	$0.00	$5,000.00	$5,000.00
A.4320.04900 Professional Services	$112,750.00	$41,700.00	$154,450.00
	TOTAL APPROPRIATIONS:	**$108,519.00**	

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

Clerk of the Legislature

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Accept OMH Funding, Authorize Sentact Agreement Amendment, Amend 2026 Budget

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 108,519 current year
   $ 144,692 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS OMH - State Aid Letter

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

   b) For state funding: amount $ 108,519 and length of time state funding is available 2026. Is it available for ongoing expenses? Yes x or No _____

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

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

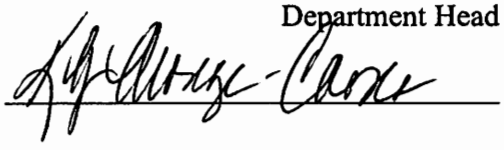
   e) Other (please explain) $_____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding received via NYS Office of Mental Health (OMH) State Aid Letter, $108,519 in new C-SPOA funding, of which $36,173 is retro funding for the 4/1/26 to 6/30/26 timeframe prior to receiving the funding; full annualized amount moving forward is $144,692. Contract request with Sentact for software platform module to assist the new OMH C-SPOA requirements and tracking.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** June 9, 2026

Resolution No. G/253/26

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, New York State Office of Mental Health ("OMH") has released new funding in 2026 with the goal of increasing the opportunity for Enhanced Voluntary Agreements ("EVA's") and enhancing quality oversight and administration of NYS Assisted Outpatient Treatment ("AOT") "Kendra's Law" program to decrease high risk events, increase efficiency of outdated infrastructure, increase voluntary participation and improve individual outcomes; and

WHEREAS, The Department of Mental Health ("Department") seeks Legislative approval to accept this new program funding for AOT/EVA's and utilize the funding for the creation of one new full-time position titled Mental Health AOT Coordinator beginning July 1, 2026 with the Department utilizing this funding to support this position; and

WHEREAS, The Mental Health AOT Coordinator will be a mental health professional with experience in facilitating mental health treatment/ services to high risk, high acuity adults in community-based settings and monitoring response to treatment; this leadership position is a component of the Local Government Unit ("LGU") and will work in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community; using Court Ordered AOT and EVA's, this position will aim to increase voluntary participation in treatment/services and improve individual outcomes; and

WHEREAS, The Department will also utilize the funding to enter into a three-year agreement with Hardenbergh Group, Inc. d/b/a Sentact, 38777 Six Mile Road, Livonia, MI 48152 for Patient and Employee Safety Platform software services for event and incident reporting; and

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

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Patient and Employee Safety Platform Software Services 7/1/2026-7/31/2029	The Hardenbergh Group, Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152	A.4327.04900	$78,200.00

; now, therefore, be it

RESOLVED, That the full-time position of Mental Health AOT Coordinator be created; and, be it further

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

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

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

2026 GENERAL FUND REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.34966 OMH AOT/EVA	$0.00	$331,229.00	$331,229.00

2026 GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.01007 Personnel Services	$0.00	$86,108.00	$ 86,108.00
A.4327.01007 Personnel Services Savings	$0.00	$(39,744.00)	$(39,744.00)
A.4327.02100 Furniture	$0.00	$700.00	$ 700.00
A.4327.02300 Automobile	$0.00	$45,000.00	$ 45,000.00
A.4327.02400 Other Equipment	$0.00	$4,135.00	$ 4,135.00

2026 GENERAL FUND APPROPRIATIONS (continued)

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4327.04010 Travel	$0.00	$2,500.00	$2,500.00
A.4327.04300 Telephone	$0.00	$720.00	$720.00
A.4327.04500 Special Departmental Supplies	$0.00	$57,508.00	$57,508.00
A.4327.04550 Office Supplies	$0.00	$200.00	$200.00
A.4327.04560 Training	$0.00	$2,500.00	$2,500.00
A.4327.04900 Professional Services	$0.00	$117,794.00	$117,794.00
A.4327.08001 State Retirement	$0.00	$13,429.00	$13,429.00
A.4327.08002 Vision	$0.00	$91.00	$91.00
A.4327.08003 Social Security	$0.00	$6,152.00	$6,152.00
A.4327.08006 Medical Insurance	$0.00	$33,823.00	$33,823.00
A.4327.08007 Dental	$0.00	$313.00	$313.00
TOTAL APPROPRIATIONS:		**$331,229.00**	

Resolution ADOPTED by the following vote:
Ayes: 18
Nays: 0
Abstain: 0
June 9, 2026

Clerk of the Legislature

Sent to County Executive 6/10/26

Received from County Executive 6/10/26

Jessica L. Chase
Clerk of the Legislature

RENSSELAER COUNTY LEGISLATURE · SEAL ·

Executive Action

Approved ✓ **Date** 6/10/26

Disapproved

Veto Message Attached and Returned to Clerk

Steven F. McLaughlin
County Executive

Rensselaer County Legislature

Clerk's Certification

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that the attached is an official document of the Rensselaer County Legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of East Greenbush, New York, this 10th day of June, 2026.

Jessica L. Charette

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

Seal

SENTACT

STATEMENT OF WORK

This Statement of Work, to be effective as of _____July 1_____, 2026__ ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180 ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective _____July 1_____, 2026__ (the "**MSA**") and that certain Related PSA entered into by the Parties effective _____July 1_____, 2026__ (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform access extended to Rensselaer County Department of Mental Health's CSPOA program (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below (as further itemized in Exhibit 1).

Years	Annual License	Implementation
Year 1	$5,000	waived
Year 2	$5,250	
Year 3	$5,512.50	

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Addendum to
Master Services Agreement
Project Services Agreement for Software Services
Statement of Work
Rensselaer County on Behalf of the Department of Mental Health
and
The Hardenbergh Group, Inc. d/b/a Sentact

This Agreement Addendum (the "Addendum") is made by and between Rensselaer County, on behalf of the Department of Mental Health, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and The Hardenberg Group, Inc. d/b/a Sentact, with offices located at 38777 Six Mile Road, Livonia, MI 48152 hereinafter referred to as the "Vendor", or "The Hardenberg Group", or "Sentact".

1. **AGREEMENT**: This Addendum is hereby incorporated into and made a part of the Master Services Agreement, Project Services Agreement for Software Services, and Statement of Work between County and Vendor attached to this Addendum and dated with an agreement start date of **July 1, 2026**. To the extent the terms of this Addendum modify or conflict with any provisions of the Master Services Agreement, Project Services Agreement for Software Services or the Statement of Work, the terms of this Addendum apply and control.

2. **INTRODUCTION**: The word "Confidential" set forth on the bottom of each page of the Master Services Agreement, Project Services Agreement for Software Services, and the Statement of Work is hereby deleted.

AMENDMENTS TO THE MASTER SERVICES AGREEMENT

3. Paragraph 3.1 is amended to read as follows:

> 3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables containing Personal Health Information or Personal Identifying Information provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

Concord - Document ID: 034PqG1nPq29EonPKGlxSF

4. Paragraph 3.2 is deleted.

5. N/A

6. **Paragraph 3.4** shall be deleted in its entirety and replaced with:
"The attached Business Associate Agreement shall be made a part of the Agreement."

7. Paragraphs 4.1, 4.2 and 4.3 are hereby deleted

8. **Paragraph 4.4** is amended to read as follows:

> 4.4 Limitation of Liability. VENDOR AND ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL NOT BE LIABLE TO COUNTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VENDOR ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE GREATER OF A) $1,000,000.00, B) THE APPLICABLE INSURANCE PROCEEDS ACTUALLY RECEIVED BY VENDOR FROM THE INSURANCE POLICIES SET FORTH IN PARAGRAPH 4.5 BELOW WITH RESPECT OT THE EVENT GIVING RISE TO THE CLAIM, OR C) THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

9. **Paragraph 4.5 Insurance.** Shall be amended by adding a sentence at the end to read as follows :

> "Vendor agrees to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061. "

10. **Paragraph 5.1** shall be deleted in its entirety and replaced with the following:

> 5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all applicable laws in connection with this MSA. Sentact further represents and warrants that (i) all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, (ii) such persons will perform

the services in a professional and workmanlike manner in accordance with industry standards and (iii) Sentact has title to and provides the Services free from all claims of ownership or other rights of any third party and the Services provided do not infringe upon any claims or rights by any third party.

11. **Paragraph 5.2** is amended to read as follows:

Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Paragraph 6.1 Term and Termination of MSA. This first sentence shall be deleted and replaced with:
"The term of this MSA shall begin on July 1, 2026 and shall continue thereafter for three (3) years to July 31, 2029 following such time as there is no longer in effect any Related PSA executed pursuant to this MSA.

12. **Paragraph 7.2 Taxes**. Shall be deleted in in its entirety and replaced with:
"Rensselaer County is exempt from the payment of taxes."

13. **Paragraph 7.8 Governing Law, Jurisdiction**. Shall be deleted in its entirety and replaced with:
"This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to its principles of conflicts of laws. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York, County of Rensselaer or the United States District Court, Northern District of New York shall exercise exclusive jurisdiction over such litigation.."

THE FOLLOWING PARAGRAPHS ARE ADDED TO THE AGREEMENT

EXECUTORY NATURE OF CONTRACT

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

CORPORATE COMPLIANCE

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

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

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

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

NON-DISCRIMINATION

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

FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

DISCLOSURE

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

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

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or

cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Amendments to Project Services Agreement for Software Services:

1.The effective date, July 1, 2026 shall be inserted into the first unnumbered paragraph and paragraph 1.

2. **Paragraph 8**, Fees and Expenses, the last paragraph is deleted.

3. Paragraph 9. Term. Shall be deleted in its entirety and replaced with

This Related PSA shall be in effect as of July 1, 2026 and shall continue for three (3) years until June 30, 2029. The Related PSA terminates under the same terms and conditions as the Master Services Agreement between the parties.

4**. Paragraph 10** Indemnification is amended to read as follows:

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content,

material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

Amendments to Statement of Work

1. The effective date, July 1, 2026, shall be inserted into the first and second unnumbered paragraphs.

2. Paragraph 2. Term is amended to read as follows:

Unless earlier terminated pursuant to the MSA or Related PSA the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years. This Statement of Work terminates upon the termination of the MS or Related PSA.

SENTACT

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**MSA**"), to be effective on July 1, 2026 ("**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact, located at 38777 Six Mile Road, Livonia, MI 48152 ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

Sentact is engaged in the business of providing, either directly or through one of its wholly owned subsidiaries, certain healthcare related services, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services.

Client desires to contract with Sentact to obtain certain healthcare related software and services to be provided under one or more Project Services Agreements, which may be separately executed by and between the Parties, each referencing and incorporating the terms of this MSA (each individually a "**Related PSA**").

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. PROVISION OF SERVICES

1.1 Services. During the term of this MSA, Sentact shall provide services to Client as set forth in one or more Related PSAs (each individually "**Service**" and collectively, "**Services**"). The Parties acknowledge and understand there is a Related PSA for each individual category of Service provided, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services. The Parties further understand and agree a Related PSA for each individual Service incorporates the terms of this MSA. The Parties further acknowledge and understand the specific scope of Services and fee schedule for each Service provided under a Related PSA and this MSA are governed by a statement of work (each individually a "**Statement of Work**" or "**SOW**"). The Parties may agree to any number of Statements of Work for Services performed under a Related PSA and this MSA.

2. INVOICING AND PAYMENT

2.1 Invoicing; Payment. Sentact shall provide Client with an invoice on a monthly or yearly basis, as set forth in the applicable Statement of Work, for the Services rendered under any Related PSA during the invoice period that has just concluded, including, but not limited to, fees and reimbursable expenses identified within the Related PSA or Statement of Work. Each invoice sent to Client shall be paid in full by Client within thirty (30) days of the invoice date, by either credit card, ACH or physical check sent to Sentact at the address indicated on the invoice. Client may only withhold payment of a disputed portion of a given invoice if Client identifies both the specific invoice line items in dispute and Client's reason for disputing those line items to Sentact in writing within fifteen (15) days of receipt of that invoice. For the avoidance of doubt, Client remains responsible for timely payment of all undisputed portions of a given invoice. All past due invoices will accrue a late fee equal to the lesser of (a) one and a half percent (1.5%) per month or (b) the highest rate permissible under applicable law.

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2.2 Nonpayment. If Client fails to make any payment when due, then, in addition to any other remedies available to Sentact, Sentact may, following written notice to Client of such failure, immediately cease to provide Services for Client. Services will not resume until all outstanding undisputed balances are paid in full or arrangements approved by Sentact have been made to fully resolve undisputed outstanding balances.

2.3 Collection. If Sentact is compelled to bring suit against Client to collect amounts due under this MSA, any Related PSA or any Statement of Work, Sentact shall be entitled to recover interest on any amount due per Section 2.1, and reasonable attorneys' fees and costs incurred in connection with the action.

3. CONFIDENTIALITY

3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

3.2 Compelled Disclosure. In the event a Recipient Party or any of its representatives is legally compelled or otherwise required by a regulatory body, governmental entity, or oversight entity to disclose or produce communications between the Parties, records provided to Sentact by Client, or records prepared for Client by Sentact in relation to the Services provided under this MSA, a Related PSA or a Statement of Work, such Recipient Party shall, to the extent permissible, provide the Disclosing Party with prompt notice of the request in order for the Disclosing Party to seek an appropriate protective order or other appropriate remedy and/or waive the non-disclosure provisions of this MSA or Related PSA or Statement of Work. Subject to the foregoing, in responding to the request, the Recipient Party shall furnish the minimum portion (and only that portion) of the records or other confidential information that, based on advice of legal counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be afforded to such information.

3.3 Termination. Upon termination of this MSA for any reason or upon the written request of the Disclosing Party, the Recipient Party shall immediately cease all further use of the Disclosing Party's confidential information, including any forms and documents, provided under this MSA or any Related PSA or Statement of Work, unless otherwise expressly approved in writing by the Disclosing Party. Notwithstanding the foregoing, the Parties agree that, following the termination or expiration of this MSA or any Related PSA or Statement of Work, the peer review information, credentialing information and enrollment information, or consulting information, contained on documents may be used by Client and its affiliates and subsidiaries solely for its business as a healthcare facility or third-party billing provider to healthcare facilities, and such information and documents shall not be used for any other purposes.

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3.4 BAA. To the extent any Services under this MSA and any Related PSA and Statement of Work require a Business Associate Agreement, the Parties will negotiate in good faith and execute a mutually agreeable Business Associate Agreement**.**

4. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

4.1 Indemnification by Client. Client shall indemnify, defend and hold harmless Sentact, its affiliates, and its and their respective, members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Sentact Indemnitees**") from and against all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs and expenses incurred in the defense thereof (collectively, "**Losses**"), resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by a Client Indemnitee (as defined below). Client's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of the Sentact Indemnitees.

4.2 Indemnification by Sentact. Sentact shall indemnify, defend and hold harmless Client, it affiliates, and its and their respective members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Client Indemnitees**") from and against all Losses resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by the Sentact Indemnitees. Sentact's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of Client, its officers, agents, directors, trustees, and/or employees.

4.3 Possible Additional Indemnification in Related PSA and Statements of Work. The Parties acknowledge that additional indemnification obligations may be set forth in a Related PSA and/or Statement of Work. The Parties agree that, unless otherwise stated in the Related PSA or Statement of Work, those obligations are in addition to, and do not conflict with, Sections 4.1 and 4.2 of this MSA and do not in any way supersede, negate, or change the obligations of the Parties under Sections 4.1 and 4.2 of this MSA.

4.4 Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

4.5 Insurance. At all times during the term of this MSA, Sentact shall procure and maintain: (a) commercial general liability insurance including products liability coverage covering itself and its employees and agents providing services pursuant to the MSA on an occurrence basis in the amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate for all claims; (b) worker's compensation

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coverage equal to statutory limits for its employees performing services hereunder; and (c) errors and omissions coverage in a minimum amount of $4,000,000. Upon written request by Client, Sentact shall provide to Client a certificate of insurance evidencing that such coverage is in effect during the term of this MSA. The liability insurance limits set forth above may be met with a combination of primary and umbrella coverage.

5. WARRANTIES; DISCLAIMER

5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all s in connection with this MSA. Sentact further represents and warrants that all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, and that such persons will perform the services in a professional and workmanlike manner.

5.2 Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. TERM AND TERMINATION

6.1 Term and Termination of MSA. The term of this MSA shall begin on the Effective Date and shall continue thereafter for three (3) years following such time as there is no longer in effect any Related PSA executed pursuant to this MSA. Either Party may terminate this MSA in the event the other Party commits a material breach of any provision of this MSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services will be considered a material breach. Any termination of this MSA shall result in the termination of all Related PSAs.

6.2 Services Performed Prior to Termination. In the event of termination of this MSA, this MSA shall continue to govern the Parties' rights and obligations with respect to the Services performed prior to termination. Upon the termination of this MSA, a Related PSA or any individual Statement of Work, Client shall pay Sentact for any and all work completed through the effective date of termination.

7. GENERAL TERMS

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7.1 Relationship of the Parties. This MSA and the Related PSAs and Statements of Work do not constitute any Party as the agent, representative or partner of any other Party for any purpose and does not give any Party the authority to assume or create an obligation on behalf of, or in the name of, the other Party. Sentact's relationship to the Client shall be that of an independent contractor and not an officer, employee, or agent of Client. Nothing in this MSA is to be construed as imposing a purchase or supply obligation or any obligation to negotiate or enter into any other agreement.

7.2 Taxes. Sentact, or its subcontractor if applicable, shall be responsible for the payment of wages and other compensation, and for any applicable withholdings and contributions, such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance, for persons providing services for Client hereunder, and such persons shall not participate in any employee pension, health, vacation pay, sick pay or other fringe benefit programs offered by Client to its employees. Client shall be responsible for any excise, sales, service, use or other similar state or local taxes applicable to the services provided by Sentact.

7.3 Publicity; Use of Marks. Neither Party shall use the other's name, trademark, logos or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that Party's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4 Conflicting Terms. If there is any conflict between any term of this MSA and those of a Related PSA, the terms of the Related PSA shall govern. If there is any conflict between any term of a Related PSA and a Statement of Work associated therewith, the terms of the Statement of Work shall govern.

7.5 Severability. If one or more provisions of this MSA or any Related PSA or Statement of Work are held to be invalid, illegal, or incapable of being enforced due to any applicable law or public policy, the Parties agree to renegotiate such provisions in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this MSA or the Related PSA or Statement of Work; (b) the balance of the MSA and Related PSA and Statement of Work will be interpreted as if such provision were so excluded; and (c) the balance of the MSA and Related PSA and Statement of Work will be enforceable in accordance with their terms.

7.6 Assignment. Neither Party may assign its rights or obligations under this MSA without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that this MSA may be assigned without consent to a Party's successor in connection with any acquisition, merger, consolidation, internal business reorganization, sale of equity, sale of all or substantially all of the assets of either Party, or other similar transaction.

7.7 Notices. Any notice or demand required under this MSA shall be in writing, sent FedEx or UPS with tracking, or by a recognized overnight carrier which provides proof of receipt; and shall be sent to the addresses of the Parties first listed above. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

7.8 Governing Law, Jurisdiction. This MSA, the Related PSAs and Statements of Work thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. Any dispute or claim from this MSA, a Related PSA or

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a Statement of Work shall be resolved exclusively in the federal and state courts of the State of Delaware, and the Parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

7.9 Entire Agreement. This MSA, as supplemented by one or more Related PSAs separately executed by and between the Parties and including any related Statements of Work agreed to under one or more Related PSAs, contains the entire agreement of the Parties and supersedes any prior oral or written understandings and agreements. This MSA can be modified only by a writing signed by both Sentact and Client.

7.10 Third Party Beneficiaries. The obligations of each party to this MSA shall inure solely to the benefit of the other parties. No person or entity is intended to be or shall be construed or deemed to be a third-party beneficiary of this MSA.

7.11 Successors. This MSA shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.12 Headings. The underlined headings provided herein are for convenience only and shall not affect the interpretation of this MSA.

7.13 Survival. The provisions of this MSA that, by their nature, should survive termination or expiration of this MSA shall so survive, including, but not limited to, Client's payment obligations, each Party's indemnification obligations and each Party's confidentiality obligations.

7.14 Covenant of Good Faith and Fair Dealing. The Parties hereto covenant and agree to cooperate in the implementation of the provisions of this MSA and any Related PSA or Statement of Work, and to perform their respective obligations hereunder and thereunder, in all respects in a spirit of good faith and fair dealing so as not to defeat the rights of the Parties as set forth herein.

7.15 Force Majeure. No Party shall be liable or responsible, nor shall be deemed to have defaulted under or breached this MSA, any Related PSA or Statement of Work, for any failure to perform or delay in performing its obligations (except for payment obligations) due to an event of force majeure. An event of force majeure is any event or circumstance beyond a Party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, pandemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems ("***Force Majeure Event***"). Such Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this MSA upon thirty (30) days' written notice.

7.16 Attorneys' Fees. If either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this MSA, the prevailing Party in the legal suit, action or proceeding is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting or

defending the legal suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

7.17 Counterparts. This MSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this MSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County Department of Mental Health

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

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SENTACT

PROJECT SERVICES AGREEMENT FOR SOFTWARE SERVICES

This Project Services Agreement for Software Services ("**Related PSA**"), to be effective as of _____ (the "**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Terms of MSA. Client and Sentact are parties to that certain Master Services Agreement effective _____, (the "**MSA**"). The Parties agree and acknowledge the terms and conditions of the MSA are hereby incorporated into this Related PSA by this reference.

2. Definitions.

   a. "***Data Analytics***" means Sentact's and its licensors' data and information that are either provided to Client by Sentact or obtained or generated from the Platform by Client as described in a Statement of Work (defined in Section 3 below).

   b. "***Documentation***" means any written or printed materials that relates to the Platform, including technical specifications, training and support materials, and other instructions.

   c. "***Permitted Uses***" means the allowed uses of the Data Analytics.

   d. ***"Platform***" means Sentact's software platform as a service solution made available by Sentact for accessing the Data Analytics.

   e. "***Services Deliverables***" means the items to be delivered to Client in connection with services performed by Sentact as listed in a Statement of Work.

3. Data Analytics and Professional Services. This Related PSA defines the terms under which Sentact will undertake to provide certain Data Analytics and professional services (the "**Project(s)**") as agreed between the Parties from time to time. Each Project Sentact undertakes shall be described in a Statement of Work ("**Statement of Work**" or "***SOW***") setting forth the agreed upon specifications, project schedules, delivery dates, Services Deliverables, and pricing terms. Both Parties shall execute each SOW and each is incorporated herein by this reference.

4. Delivery and Cooperation. Sentact will provide the Services Deliverables according to the agreed delivery schedule set forth in the applicable SOW. Client acknowledges that Client's cooperation is essential to the timely performance of Services. Client will, to the extent required in connection with the performance of the Projects: (i) provide Sentact with any necessary access to Client's personnel, facilities, or data; (ii) cause the appropriate personnel to cooperate with Sentact as required for Sentact to provide its services, including responding promptly to questions or issues; and (iii) make any payments when due. Clients delay or failure to do so shall excuse any of Sentact's resulting failures to meet the delivery schedules set forth in the SOW.

5. License Grant. Subject to the terms and conditions of the MSA, Related PSA and applicable SOW, Sentact hereby grants to Client and its authorized users a non-exclusive, non-transferable,

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revocable license to remotely access and use the Platform, Data Analytics and Documentation for the term of the applicable SOW for the Permitted Uses as set forth in a SOW. Unauthorized use, resale or commercial exploitation of the Platform, Data Analytics or Documentation is expressly prohibited. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Platform, Data Analytics or Documentation, (ii) modify or make derivative works based upon the Platform, Data Analytics or Documentation; (iii) commercially exploit the Platform, Data Analytics or Documentation in any way. The provision in this Section will terminate immediately upon any termination of the SOW.

6. Proprietary Materials. Client acknowledges that each of (i) the Platform, (ii) Data Analytics, (iii) Documentation, (iv) Services Deliverables (unless otherwise stated in a SOW) and (v) and any and all enhancements, modifications, additions or new releases of or to the foregoing (collectively, the "**Proprietary Materials**"), contain Confidential Information and intellectual property of, and are proprietary to Sentact and its licensors and that title to the Proprietary Materials is and shall remain with Sentact and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain with Sentact and its licensors. Client shall not assert any right, title or interest in the Proprietary Materials provided to Client under the MSA, Related PSA or SOW, except for the limited licensed rights provided to Client hereunder. Client shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Client shall reproduce all such information on all copies made hereunder. Client will not reverse engineer, disassemble, decompile or unlock the Platform in whole or in part for any reason or use, distribute or recreate the Proprietary Materials without written permission of Sentact, which Sentact may grant or withhold in its sole discretion. Client will keep the Platform free of all claims, liens and encumbrances.

7. Additional Responsibilities. Client is responsible for any and all activities that occur under Customer's user accounts. Both Parties shall: (a) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to the other promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution that is known or suspected by such Party or its users. Client, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

8. Fees and Expenses. Client shall pay Sentact for Services provided and any applicable expenses in accordance with the terms of the SOW.

   In addition to the fees and expenses set forth in a SOW, Client shall be responsible for any fees or other expenses associated with Client, state, or other required or mandated training. The foregoing does not include any applicable taxes, which, if applicable, shall be added to such fees or expenses on the corresponding invoice and paid by Client.

   Following the initial annual period of each SOW, Sentact reserves the right to increase the pricing set forth in the SOW on an annual basis by up to five percent (5%) above the prior year's pricing.

9. Term: This Related PSA shall be in effect as of the Effective Date and shall continue for three (3) years following such time as there is no longer in effect any Statement of Use executed pursuant

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to this Related PSA. Either Party may terminate this Related PSA in the event the other Party commits a material breach of any provision of this Related PSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services applicable to this Related PSA will be considered a material breach. Termination of this Related PSA shall result in the termination of all Statements of Work executed pursuant hereto, but does not cause, result, or constitute termination of any other Related PSAs or the MSA. Client may not terminate a Statement of Work for convenience. If Client terminates a Statement of Work without cause prior to the expiration of the initial term or renewal term thereof, Client shall pay to Sentact the total amount of unpaid charges incurred through the date of termination plus an early termination charge equal to the total amount of payments and charges payable for the balance of the initial term or the renewal term thereof.

10. Indemnification.

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages finally awarded or incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software. THE FOREGOING STATES THE HARDENBERGH GROUP'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE PLATFORM.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content, material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

11. Counterparts. This Related PSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such

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signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

NOW THEREFORE, Client and Sentact have caused this Related PSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County on Behalf of:

Rensselaer County Department of Mental Health	**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**
By: _____	By: _____
Signature	Signature
Steven F. McLaughlin	
Printed Name	Printed Name
County Executive	
Title	Title
Date	Date

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SENTACT

STATEMENT OF WORK

This Statement of Work, to be effective as of July 1, 2026, ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective July 1, 2026, (the "**MSA**") and that certain Related PSA entered into by the Parties effective July 1, 2026, (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below.

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Years	Annual License	Implementation
Year 1	$13,992	$4,952
Year 2	$14,412	
Year 3	$14,844	

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County on behalf of:

Rensselaer County Department of Mental Health

By: _____
Signature

Steven F. McLaughlin
Printed Name

County Executive
Title

_____
Date

THE HARDENBERGH GROUP, INC. D/B/A SENTACT

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Concord - Document ID: 094PqG1mPq29EonPKGlxSF

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between **Rensselaer County, New York** (hereinafter referred to as "Covered Entity" or "County"), and **The Hardenbergh Group, Inc. d/b/a Sentact,** for and on behalf of itself and its subsidiaries and affiliates (hereinafter referred to as "Business Associate" or "Vendor"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship as described in the Master Services Agreement with Business Associate to which this Agreement is attached (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (PHI)as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply with applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean. **The Hardenbergh Group, Inc. d/b/a Sentact**.

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, New York State or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified or as reasonably necessary to perform the services described in the Underlying Agreement. Moreover, the provisions of HIPAA that are required to be in this Agreement are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3. Business Associate is directly responsible for its full compliance with the applicable requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.4 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate must comply, where applicable, with the Security Rule to protect Electronic PHI.

3.5 Business Associate must notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.5 must, to the extent possible:

> 3.5.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a successful Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
>
> 3.5.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach;
>
> 3.5.3 Be in substantially the same form as Exhibit A hereto;
>
> 3.5.4 Include a brief description of what happened, including the date of the Breach, if known, and the date of the discovery of the Breach;
>
> 3.5.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
>
> 3.5.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
>
> 3.5.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.5.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach;

3.5.9 State whether the PHI was actually acquired or viewed;

3.5.10 Provide a brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breach;

3.5.11 Note contact information and procedures for Covered Entity to ask questions or learn additional information, which must include a telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.5.12 Include a draft letter for the Covered Entity to utilize to notify the Individual(s) that his or her PHI is the subject of a Breach.

3.6 The Parties agree that this Section constitutes notice by Business Associate of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, including, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-in attempts, denials of service and any combinations of the above, so long as no such incident results in unauthorized use or disclosure of Unsecured Protected Health Information.

3.7 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.8 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any agent or subcontractor to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.9 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.10 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.11 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity in order for Covered Entity to meet the requirements under 45 CFR § 164.524.

3.12 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the written request of Covered Entity.

3.13 Business Associate must, upon written request with reasonable notice, not more frequently than once per calendar year and at a mutually agreed upon date and time, provide Covered Entity the opportunity to view artifacts that demonstrate compliance with this Agreement.

3.14 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.15 Business Associate must, upon written request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.16 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.17 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.18 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

3.19 To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements under the Privacy Rule that apply to Covered Entity in doing so.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, which will be at least 30 days, have the right to terminate this Agreement and to terminate the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI; or

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI upon written notice if Business Associate has breached a material term of this Agreement and cure is not possible.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI, except as provided in Section 4.3.2.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the "Indemnification" Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to use commercially reasonable efforts to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail with respect to the subject matter hereof, unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Covered Entity and Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12961
(518) 270-2950

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

Address: 38777 Six Mile Road, Livonia, MI 48152
Attention: Daniel Hart, CEO
Phone: 615-477-0740

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the state designated in the Underlying Agreement, without regard to choice of law principles.

10.6 Notwithstanding any provision in this Agreement to the contrary, the total liability of Business Associate under this Agreement shall be limited to $1,000,000 or, if greater, the extent to which such liability is covered by insurance maintained by Business Associate. Further, Business Associate shall not have any liability under this Agreement to the extent any claim, demand, liability, judgment, loss, damage or expense arises or results from the negligence or willful misconduct (whether by act or omission) of Covered Entity or Covered Entity's officers, managers, representatives, employees, agents, or contractors (other than Business Associate) including, without limitation, failure to cooperate in any governmental or regulatory investigation related to a violation of HIPAA.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section 3.5.3 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- **The Hardenbergh Group, Inc. d/b/a Sentact (**Business Associate).

Business Associate hereby notifies the County that there has been a Breach (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____
Email Address: _____
Phone Number: _____

Record of Signing

For Sentact
Name Chris Dube
Title President

Signed on Sep 16, 2026 9:42 AM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034PqG1mjX2PcownlTwWOk
UTC Signing time: 2026-09-16 13:42:32 UTC
IP Address: 174.242.70.136
Email: cdube@sentact.com

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

Signed on Sep 16, 2026 3:29 PM EDT

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DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034Pym3sdC3Lgio4qA4gWi
UTC Signing time: 2026-09-16 19:29:34 UTC
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title

Signed on Sep 16, 2026 3:37 PM EDT

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SigningID: 034PyxaD9sjQuaagsMU9TS
UTC Signing time: 2026-09-16 19:37:09 UTC
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive

Signed on Sep 16, 2026 3:43 PM EDT

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SigningID: 034Pz6j3Z2MzZJBVFloaBq
UTC Signing time: 2026-09-16 19:43:09 UTC
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/22

RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE– DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, The Rensselaer County Department of Social Services ("Department"), upon the recommendation of Automobile Maintenance, seeks Legislative approval for the purchase of one 2027 Chrysler Pacifica LX; and

WHEREAS, The Department provides transportation to children in the care and custody of the Commissioner and placed in foster care; and

WHEREAS, Replacement of the Department's current 2015 Honda Odyssey is needed due to age and high mileage (approximately 118,500 miles); and

WHEREAS, A full-size minivan is the vehicle of choice, offering three rows of seats, sliding doors, easy access to the third row and room to store car seats when not in use; and

WHEREAS, The Department received quotes through the New York State Office of General Services Vehicle Marketplace mini-bid (Rensselaer County DSS Van 2026) for both pre-existing and built to specification 7-passenger minivans with Sawyer Chrysler Dodge, Inc. dba Sawyer Motors, 166 Ulster Avenue, Saugerties, New York 12477 providing the most advantageous quote; and

WHEREAS, Pursuant to the Rensselaer County Vehicle Usage and Drivers Policy, the County Fleet Manager and the County Executive reviewed and approved the addition of this vehicle; and

WHEREAS, The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget for this purchase via appropriation code A.6010.02300 (Automobile); and

WHEREAS, This purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations are as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
2027 Chrysler Pacifica LX	Sawyer Chrysler Dodge, Inc. d/b/a Sawyer Motors 166 Ulster Avenue Saugerties, NY 12477	A.6010.02300	$39,780.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Director of Central Services is authorized to sign a purchase order for the above-described purchase.

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING PURCHASE OF ONE VEHICLE

Requested by: Department of Social Services

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 39,780.00 current year
$ similar ongoing expenses per year

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

   a) For federal funding: amount $ ~20,000 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes __X__ or No _____

   b) For state funding: amount $ ~12,500 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 $ ~7,280 and ongoing $ similar

   e) Other (please explain) $_____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department is mandated to transport children in foster care to court ordered visits with parent(s), and medical appointments as may be necessary. The replacement of this vehicle was included in the Capital Projects Plan and the 2026 Adopted Rensselaer County Budget.

Department Head

Michael P. McMahon

Group 40440, Award 23166, Vehicles, Class 1-8

Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

MINI-BID SUMMARY	
Mini-Bid Name	OGS 23166 - Rensselaer County DSS Van 2026 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance
Mini-Bid Reference Number	Rensselaer County DSS Van 2026
Mini-Bid Release Date	9/8/2026
Mini-Bid Response Due Date	9/15/2026
Mini-Bid Response Due Time (Eastern Time)	10:00AM
Purchased or leased?	Purchased
BUYER CONTACT INFORMATION	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Rensselaer County Auto Maintenance
Town/Village/City & County	Troy, Rensselaer County
Primary Contact Name & Title	Michael Warrington, Supervisor of Auto Maintenance & Fleet Svcs
Primary Contact Email & Phone	mwarrington@renscony.gov, 518-266-2941
Secondary Contact Name & Title	Same, Same
Secondary Contact Email & Phone	Same, Same
MINI-BID PROCESS	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Vehicle(s) Built to Specifications
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	Yes
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	Yes
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price to a single contractor
VEHICLE INFORMATION	
Number of Vehicles	1
Vehicle Type	Van, Mini-Van (Passenger)
Model Year	2027
Other Model Years considered?	Yes
Make	Chrysler
Model and Trim Level	Voyager
Model Code	LX, LX Fleet
Cab Type	N/A
Drive Type	FWD (Front Wheel Drive)
Fuel Type	Gasoline Only
Final Assembly in the United States Required	No
Aftermarket Components Provider	N/A
ADDITIONAL SPECIFICATIONS	
Additional Vehicle Specifications File Name	OGS 23166 - Rensselaer County DSS Van 2026 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance - Specs
DELIVERY INFORMATION *(If "Multiple" is listed, see the Additional Specifications document for all delivery locations)*	
Delivery Date	ASAP
Delivery Location Name	Rensselaer County Auto Maintenance
Number of Vehicles to be delivered to this location	1
Delivery Address	4000 Main Street

Delivery City, State, Zip Code	Troy, New York 12180
Delivery County	Renselaer County County

CONTRACTOR INFORMATION
Sawyer Chrysler Dodge, Inc.
DBA Sawyer Motors

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Sawyer Chrysler Dodge Inc. DBA Sawyer Motors
Address:	166 Ulster Avenue, Saugerties, N.Y. 12477
Company Website:	www.sawyermotors.com
Federal ID #:	14-1730394
NYS Vendor ID #:	1100229794
Contract Administrator Name:	Dean Liu
Title:	Commercial & Fleet Manager
Email:	Dean@Sawyermotors.com
Phone:	845-246-3412
Toll Free Phone:	N/A
Normal Business Days/Hours	M-F 9:00am-7:00pm

EMERGENCIES	
Contact Name:	Dean Liu
Title:	Commercial & Fleet Manager
Email:	Deanrliu@yahoo.com
Phone:	845-246-3412
Cell Phone:	845-321-1421

PAYMENT/ORDERING INFORMATION

Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days).	No
Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including $50,000?	No
If Contractor requires a minimum and/or maximum purchase amount for orders placed using the NYS Purchasing Card, please indicate those minimum and maximum amounts. If there is no minimum or maximum, enter "N/A".	N/A
If Contractor offers an additional discount for purchases made with the NYS Purchasing Card, enter here (%).	N/A

Girzone, Jennifer (DFA)

Subject: FW: NYS Vehicle Marketplace - Award Notification for Mini-Bid Rensselaer County DSS Van 2026

From: LaBrake, Misty (DFA)
Sent: Wednesday, September 30, 2026 3:00 PM
To: Dean@Sawyermotors.com
Cc: mwarrington@renscony.gov
Subject: NYS Vehicle Marketplace - Award Notification for Mini-Bid Rensselaer County DSS Van 2026

Dear Dean Liu of Sawyer Chrysler Dodge, Inc.,

Thank you for submitting a bid in response to the above referenced Mini-Bid conducted under the New York State Office of General Services (OGS) centralized contract for Vehicles, Class 1-8 (Group 40440, Award 23166). Based on an evaluation of the bids submitted we have made an award determination and your company's bid has been selected for award for this Mini-Bid.

A tabulation of the bids received and their ranking is provided in the following table:

We appreciate your interest in the Mini-Bid and look forward to working with you on this vehicle purchase.

Sincerely,

Misty LaBrake
Coordinator of Building Operations
Rensselaer County Department of Social Services
127 Bloomingrove Drive
Troy, NY 12180
518-833-6006 tel
518-833-6002 fax
Misty.LaBrake@dfa.state.ny.us

Bid Tabulation Table

Rank	Bidder (#)	Mini-Bid #	Contractor	Contract #	Grand Total/Total Price for Mini-Bid
8	1	Rensselaer County DSS Van 2026	Nielson of Morristown, Inc	PC69848	$40,647.78
7	2	Rensselaer County DSS Van 2026	Robert Green Auto & Truck Inc.	PC68970	$40,626.06
3	2	Rensselaer County DSS Van 2026	Robert Green Auto & Truck Inc.	PC68970	$39,948.70
10	3	Rensselaer County DSS Van 2026	Main Motorcar	PC68941	$40,760.44

4	4	Rensselaer County DSS Van 2026	Bob Johnson CDJR	PC69261	$40,100.00
2	5	Rensselaer County DSS Van 2026	Bob Johnson CDJR	PC69261	$39,800.00
5	6	Rensselaer County DSS Van 2026	Falls Dodge	PC68974	$40,540.41
9	6	Rensselaer County DSS Van 2026	Falls Dodge	PC68974	$40,683.28
6	7	Rensselaer County DSS Van 2026	Ferrario Ford	PC69846	$40,618.80
11	7	Rensselaer County DSS Van 2026	Ferrario Ford	PC69846	$41,580.60
1	8	Rensselaer County DSS Van 2026	Sawyer Chrysler Dodge, Inc.	PC69491SB	$39,780.00

Mini Bid Additional Vehicle Requirements

2027 Chrysler Voyager LX, LX Fleet

- **Preferred vehicle color to be black or blue.**

- **Will require a total of 4 Programmed keys and transmitters.**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**Renssealaer County DSS Van 2026**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part C of this form has been left blank.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Nielsen of Morristown Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69848
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	882643075
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100280583
3.0	**Primary Contact Information**	
3.1	Contact Name	Nick Nestico
3.2	Contact Email	nnestico@nielsenautos.com
3.3	Contact Phone (1)	973-319-7013
3.4	Contact Phone (2)	973-319-7000
4.0	**Secondary Contact Information**	
4.1	Contact Name	Jason Bonante
4.2	Contact Email	jbonante@nielsenautos.com
4.3	Contact Phone	973-319-7000 ex:6818

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90-150
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Pacifica LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A

3.0	**Additional Information (Built to Spec)**
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	N/A

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**7.80**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$40,097.78**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	**$550.00**
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$40,647.78**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$40,647.78**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**23166-RENSSELAER COUNTY DSS VAN 2026-(1)CHRYSLERVOYAGER-**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	ROBERT GREEN AUTO & TRUCK INC
2.2	OGS Contract Number (e.g., PC12345)	PC68970
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1504690
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000013855
3.0	**Primary Contact Information**	
3.1	Contact Name	RS GREEN
3.2	Contact Email	RSGREEN_RGTRUCK@HOTMAIL.COM
3.3	Contact Phone (1)	8457940300 XT.108
3.4	Contact Phone (2)	8457946161 XT.108
4.0	**Secondary Contact Information**	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	60-90 DAYS ARO
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	CHRYSLER
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	PACIFICA LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**7.62**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$40,176.06**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	**$450.00**
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$40,626.06**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$40,626.06**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* *(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	Yes
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]*	
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00	Yes
001	2026	CHRYSLER	VOYAGER LX	RUCL53	DIAMOND BLACK	BLACK	LEATHERETTE	FWD	Gasoline	$42,490.00	7.04	$39,498.70	$450.00	$39,948.70	No
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															

Total Price for Mini-Bid	**$39,948.70**
Total Pre-Existing Vehicles Offered	1

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**RENSSELAER COUNTY DSS VAN**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part C of this form has been left blank.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	HOWELL & PIERSON DBA MAIN MOTORCAR
2.2	OGS Contract Number (e.g., PC12345)	PC68941
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1288470
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100022298
3.0	**Primary Contact Information**	
3.1	Contact Name	GEORGE KLINE
3.2	Contact Email	GKLINE@MAINMOTORCAR.COM
3.3	Contact Phone (1)	518-762-3183 EXT.223
3.4	Contact Phone (2)	
4.0	**Secondary Contact Information**	
4.1	Contact Name	CLARE ECHEVARRIA
4.2	Contact Email	CLARE@MAINMOTORCAR.COM
4.3	Contact Phone	518-762-3183 EXT.231

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90-180
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	No

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	CHRYSLER
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	PACIFICIA LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	MAIN MOTORCAR
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	

4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**7.38**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$40,280.44**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	**$480.00**
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$40,760.44**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$40,760.44**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**Rensselaer County DSS Van 2026**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part C of this form has been left blank.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	BJA 1695 LLC dba Bob Johnson CDJR
2.2	OGS Contract Number (e.g., PC12345)	PC69261
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-4159780
2.4	NYS Vendor ID Number (e.g., 1000012345)	110245576
3.0	**Primary Contact Information**	
3.1	Contact Name	Louann Cimino
3.2	Contact Email	lcimino@bobjohnsonauto.com
3.3	Contact Phone (1)	585-438-4393
3.4	Contact Phone (2)	585-748-6512
4.0	**Secondary Contact Information**	
4.1	Contact Name	Tyler Kole
4.2	Contact Email	tkole@bobjohnsonauto.com
4.3	Contact Phone	585-880-9265

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	84
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	CHRYSLER
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	PACIFICA LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	VOYAGER LX NOT AVAILABLE FOR MODEL YEAR 2027; BID PRICE INCLUDES (2) EXTRA KEY FOBS	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**7.79**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$40,100.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$40,100.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$40,100.00**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**Rensselaer County DSS Van 2026**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**No, Part C of this form has been left blank.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	BJA 1695 LLC dba Bob Johnson CDJR
2.2	OGS Contract Number (e.g., PC12345)	PC69261
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	84-4159780
2.4	NYS Vendor ID Number (e.g., 1000012345)	110245576
3.0	**Primary Contact Information**	
3.1	Contact Name	Louann Cimino
3.2	Contact Email	lcimino@bobjohnsonauto.com
3.3	Contact Phone (1)	585-438-4393
3.4	Contact Phone (2)	585-748-6512
4.0	**Secondary Contact Information**	
4.1	Contact Name	Tyler Kole
4.2	Contact Email	tkole@bobjohnsonauto.com
4.3	Contact Phone	585-880-9265

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	84
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	CHRYSLER
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	PACIFICA LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	VOYAGER LX NOT AVAILABLE FOR MODEL YEAR 2027	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**8.48**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$39,800.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$39,800.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$39,800.00**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**Rensselaer County DSS Van 2026**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Falls Dodge DBA Joe Cecconi's Chrysler Complex
2.2	OGS Contract Number (e.g., PC12345)	PC68974
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	16-0865689
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000014956
3.0	**Primary Contact Information**	
3.1	Contact Name	Jason Kwilos
3.2	Contact Email	Jkwilos@joecs.com
3.3	Contact Phone (1)	716-343-4978
3.4	Contact Phone (2)	716-297-5800
4.0	**Secondary Contact Information**	
4.1	Contact Name	Paul Schirca
4.2	Contact Email	gov.fleet@joecs.com
4.3	Contact Phone	716-286-9063

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	80 to 125 days
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Pacifica LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL 53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	Falls Dodge
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	Chrysler renamed the Voyager LX the Pacifica LX for the 2027 model year. The LX is available in three colors - black, red, and white. The above built to spec model would be black. We are also offering a white, preexisting model that could be delivered two to four weeks after receiving a PO. The aftermarket price is for the 2 extra keys, fobs and programming.	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**7.61**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$40,180.41**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	**$360.00**
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$40,540.41**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$40,540.41**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* *(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	No, deviations are identified in Section C-2 of this form.
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)?* *[click on yellow box and use drop-down menu]*	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]*	
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	This is a white van.	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly In USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00	Yes
001	2027	Chrysler	Pacifica LX	RUCL53	Bright White	Black	Caprice Leatherette	FWD	Gasoline	$43,490.00	7.27	$40,328.28	$360.00	$40,688.28	No
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															

Total Price for Mini-Bid	**$40,688.28**
Total Pre-Existing Vehicles Offered	1

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	**Mini-Bid Questions**	**Contractor Response**
1.1	**Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*)	**DSS Van 2026**
1.2	**Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]*	**Purchased**
1.3	**Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part B of this form has been completed.**
1.4	**Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]*	**Yes, Part C of this form has been completed.**
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Ferrario Ford dba Ferrario Auto Team of Elmira
2.2	OGS Contract Number (e.g., PC12345)	PC69846
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	20-1157222
2.4	NYS Vendor ID Number (e.g., 1000012345)	100029893
3.0	**Primary Contact Information**	
3.1	Contact Name	Don Ferrario
3.2	Contact Email	don@ferrario.com
3.3	Contact Phone (1)	607-398-7078
3.4	Contact Phone (2)	607-738-2776
4.0	**Secondary Contact Information**	
4.1	Contact Name	Landon Mayhew
4.2	Contact Email	lmayhew@ferrario.com
4.3	Contact Phone	607-734-1681

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	**General Questions (Built to Spec)**	**Contractor Response**
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type *[click on yellow box and use drop-down menu]*	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$0.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$0.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**Enter Pricing**

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0	General Questions (Pre-Existing)	Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).*	
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]*	
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]*	
2.0	**Additional Information (Pre-Existing)**	
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	$700 = two additional key fobs	
3.0	**Vehicle Price Worksheet (Pre-Existing)**	

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	$41,500.00	5.00	$39,425.00	$1,500.00	$40,925.00	Yes
001	2026	Chrysler	Voyager	RUCL53	Black	Black	Leatherette	FWD	Gasoline	$43,390.00	8.00	$39,918.80	$700.00	$40,618.80	
002	2027	Chrysler	Pacifica LX	RUCL53	Black	Black	Leatherette	FWD	Gasoline	$43,490.00	6.00	$40,880.60	$700.00	$41,580.60	
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															

Total Price for Mini-Bid	**$82,199.40**
Total Pre-Existing Vehicles Offered	**2**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information

1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the *Mini-Bid Request*)	Rensselaer County DSS Van 2026
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? *[click on yellow box and use drop-down menu]*	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? *[click on yellow box and use drop-down menu]*	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? *[click on yellow box and use drop-down menu]*	No, Part C of this form has been left blank.
2.0	**Contractor Information**	
2.1	Full Legal Business Name, including DBA if applicable	Sawyer Chrysler Dodge, Inc. DBA Sawyer
2.2	OGS Contract Number (e.g., PC12345)	PC69491 SB
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1730394
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100229794
3.0	**Primary Contact Information**	
3.1	Contact Name	Dean Liu
3.2	Contact Email	Dean@Sawyermotors.com
3.3	Contact Phone (1)	845-246-3412 x 115
3.4	Contact Phone (2)	845-321-1421
4.0	**Secondary Contact Information**	
4.1	Contact Name	
4.2	Contact Email	
4.3	Contact Phone	

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]*	No, deviations are identified in Section B-3 of this form.
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	120 or less
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]*	

2.0	**Vehicle Offered (Built to Spec)**	
2.1	Model Year (e.g., 2023, 2024)	2027
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Pacifica LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type *[click on yellow box and use drop-down menu]*	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type *[click on yellow box and use drop-down menu]*	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	**Additional Information (Built to Spec)**	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	Voyager is discontinued and replaced by the Pacifica LX	

4.0	**Vehicle Price Worksheet (Built to Spec)**	**Price**
4.1	**NYS Base MSRP**	**$43,490.00**
4.2	**NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].*	**8.53**
4.3	**NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]*	**$39,780.00**
4.4	**NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]*	**$0.00**
4.5	**NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]*	**$39,780.00**
4.6	**Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]*	**1**
4.7	**Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]*	**$39,780.00**

Girzone, Jennifer (DFA)

From: Burton, Michelle <MBurton@renscony.gov>
Sent: Wednesday, September 23, 2026 3:18 PM
To: Girzone, Jennifer (DFA)
Cc: Gordon, James
Subject: RE: approval for replacement vehicle (DSS)

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

approved

From: Girzone, Jennifer (DFA) <Jennifer.Girzone@dfa.state.ny.us>
Sent: Thursday, September 17, 2026 2:20 PM
To: McLaughlin, Steve <SMcLaughlin@renscony.gov>
Cc: Gordon, James <JGordon@renscony.gov>
Subject: approval for replacement vehicle (DSS)

Warning: Unusual sender <jennifer.girzone@dfa.state.ny.us>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Please see attached memo.
Thank you.

Jennifer M. Girzone
Rensselaer County Department of Social Services
Deputy Commissioner Administrative Services
127 Bloomingrove Drive . Troy . NY . 12180
phone: (518) 833.6008 fax: (518) 833-6002
jennifer.girzone@dfa.state.ny.us

RENSSELAER COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NY 12180
PHONE: (518) 833-6000 / FAX: (518) 283-7884

Steven F. McLaughlin
County Executive

Michael P. McMahon
Commissioner

TO: Steven F. McLaughlin, County Executive

CC: James R. Gordon, Director Central Services

FROM: Jennifer M. Girzone, Deputy Commissioner DSS

DATE: September 17, 2026

RE: Vehicle Replacement

I am requesting approval for the replacement of a 2015 Honda Odyssey (VIN 5FNRL5H27FB080456) with approximately 118,000 miles. Upon the recommendation of Mike Warrington, Supervisor of Auto Maintenance and Fleet Services, the Department included the purchase of a new minivan in the 2026 Budget. This vehicle is used to transport children in foster care to various medical appointments and mandated parental visits. Mike conducted a mini bid under the New York State contract for the new minivan. The lowest bid received was from Sawyer Chrysler Dodge, Inc. for a 2027 Chrysler Pacifica LX in the amount of $39,780.

Please let me know if you need anything else from me.

Thank you for your consideration.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/23

RESOLUTION AUTHORIZING AN AGREEMENT
WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, The Department of Social Services ("Department") is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary; and

WHEREAS, The Department issued a Request for Quotation (RFQ) from three qualified Process Service Firms for an initial period of twelve (12) months, from January 1, 2027 through December 31, 2027, plus an additional four (4), one-year extensions; and

WHEREAS, The Department anticipates requiring between 400 and 650 services annually; and

WHEREAS, The Department's current vendor, Alliance Risk Group, Inc., 56 Clifton Country Road, Suite 203, Clifton Park, New York 12065, was the sole response to the RFQ; and

WHEREAS, Alliance Risk Group, Inc. serves organizations globally with comprehensive investigative and legal support solutions; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Alliance Risk Group, Inc. to provide process server services, beginning January 1, 2027 through December 31, 2027 with the option of four (4) one-year extensions; and

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

DESCRIPTION	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT**
Service of Process 1/1/27 – 12/31/27 (4 – one-year renewals)	Alliance Risk Group, Inc. 56 Clifton Country Rd, Suite 203 Clifton Park, NY 12065	A.6010.04900	Year 1 - $27,000.00 Year 2 - $27,000.00 Year 3 - $29,500.00 Year 4 - $29,500.00 Year 5 - $32,000.00

; now, therefore, be it

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

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING AN AGREEMENT WITH ALLIANCE RISK GROUP INC.

Requested by: DEPARTMENT OF SOCIAL SERVICES

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 27,000 current year
$ 27.000-32,000 ongoing expenses per year

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

   a) For federal funding: amount $ ~13,000 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

   b) For state funding: amount $ ~6,500 and length of time state funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

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

   d) Tax levy impact for current year $ ~7,500 and ongoing $ similar

   e) Other (please explain) $_____

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

4) Length of expense or project (one time only, ongoing, etc.): RFQ for initial 12-months + (4) 12-month periods

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department of Social Services is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary.

Department Head

Michael P. McMahon

RENSSELAER COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NY 12180
PHONE: (518) 833-6000 / FAX: (518) 283-7884

Steven F. McLaughlin
County Executive

Michael P. McMahon
Commissioner

REQUEST FOR QUOTATION
For
Process Service

RENSSELAER COUNTY DEPARTMENT OF SOCIAL SERVICES REQUESTS QUOTATIONS FROM EXPERIENCED PROCESS SERVICE FIRMS TO SERVE LEGAL PAPERS, PROCESS ORDERS AND RELATED DOCUMENTS, PURSUANT TO RELEVANT NEW YORK STATE CIVIL PROCEDURE LAW AND RULES PROVISIONS, ON AN AS NEEDED BASIS.

PROPOSALS WILL BE RECEIVED AT THE DEPARTMENT OF SOCIAL SERVICES, ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NEW YORK 12180 OR EMAILED TO MISTY.LABRAKE@DFA.STATE.NY.US, UNTIL 2 P.M., THURSDAY, OCTOBER 1, 2026.

MISTY L. LABRAKE, COORDINATOR OF BUILDING OPERATIONS
DEPARTMENT OF SOCIAL SERVICES
127 BLOOMINGROVE DRIVE
TROY, NEW YORK 12180
Misty.LaBrake@dfa.state.ny.us

DATED: 09/10/26

INTRODUCTION

Rensselaer County Department of Social Services is seeking quotations from qualified Process Service Firms experienced in serving legal papers, process orders and related documents, pursuant to relevant New York State Civil Procedure Law and Rules provisions, on an as needed basis. Based on previous volume, we anticipate requiring between 400 to 650 services annually. The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.

SUBMISSION DEADLINE / INTERVIEWS

Quotations must be submitted to the Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180 or emailed to Misty.LaBrake@dfa.state.ny.us, until 2:00pm, Thursday, October 1, 2026.

SPECIFIC REQUIREMENTS

1. Daily pick-up of papers to be served will be required at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, NY 12180 between the hours of 11 a.m. – 1 p.m. *If Family Court is shut down due to any restrictions, pick up of papers would need to be moved to the Rensselaer County Dept. of Social Services, 1600 7th Avenue, Troy, NY 12180.*

2. Pick-up of papers for the Rensselaer County Attorney's Office on an as-needed basis upon request and shall be picked up the Rensselaer County Government Center, 99 Troy Road, East Greenbush, NY 12161. Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing. Requests made after 12 p.m. will be picked up on the following business day.

3. Affidavit of services shall be delivered back to the requesting unit one (1) to two (2) business days after service is completed, or at least seven (7) days prior to the scheduled court date for Non-Rush Service. Affidavits shall be submitted in duplicate.

4. Service of several different legal papers to one individual at the same time shall be deemed one (1) service.

FIRM QUALIFICATION

The firm must provide verification that they have at least three years' experience in process serving in New York State.

Final decision as to whether a consultant meets the above criteria will rest solely with Rensselaer County.

QUOTATION REQUIREMENTS

Elaborate or extensive quotations are not necessary. Rensselaer County desires interested consultants to submit two (2) copies of complete proposals which meet only the requirements outlined herein. The ability of a firm to submit quotations which are brief, yet meet all the requirements, will be considered in the selection process. Quotations must remain firm for ninety days and be signed by an authorized signatory.

Quotations shall contain the following:

- **One-page overview of the company, principal officers, years' experience with process serving, address, phone, main contact person.**
- **At least three (3) client references must be provided. Each reference should list the primary contact, title, and current phone number.**
- **Local Law #2, 1992 certification, must be signed and submitted with the proposal (see attached).**
- **Fee Schedule providing a rate for each service for each of the five years (see attached).**

CONTRACT AND INSURANCE REQUIREMENTS

The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.

Contractors may offer their form of agreement; however, any form agreement must meet with the approval of the Rensselaer County Attorney. Insurance coverage shall be maintained to the satisfaction of the Rensselaer County Attorney for the duration of the contract period(s).

EVALUATION AND SELECTION

Following submission, a study period will be observed during which reference checks and interviews may be conducted and additional information requested where it is deemed necessary.

Selection of the firm will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.

Rensselaer County reserves the right to continue the selection process or not contract for services should it appear to be in the best interest of the County.

LOCAL LAW #2, 1992

CERTIFICATION of COMPLIANCE

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

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

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

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

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

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ _____/___/_____
Signature Date

DATED: 09/10/26
PAGE: 5

SCHEDULE A

PROCESS SERVICE FOR LEGAL PAPERS
COUNTY OF RENSSELAER

PRICE FORM

Flat Rate Charges Only- 3 Attempts

Item No.	Service	Price 1/1/27 - 12/31/27	Price 1/1/28 - 12/31/28	Price 1/1/29 - 12/31/29	Price 1/1/30 - 12/31/30	Price 1/1/31 - 12/31/31
1	Service in the City of Troy	$	$	$	$	$
2	Service in Rensselaer County (Outside City Limits)	$	$	$	$	$
3	Service in Adjoining Counties	$	$	$	$	$
4	Service in Non-Adjoining Counties (in New York State)	$	$	$	$	$
5	Service Out of State	$	$	$	$	$
6a.	Rush Service Surcharge- City of Troy	$	$	$	$	$
6b.	Rush Service Surcharge- Rensselaer County (Outside City Limits)	$	$	$	$	$
6c.	Rush Service Surcharge- Adjoining Counties	$	$	$	$	$
6d.	Rush Service Surcharge- Non-Adjoining Counties (in NYS)	$	$	$	$	$
6e.	Rush Service Surcharge- Out of State	$	$	$	$	$

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ **FAX:** _____

FED TAX ID #: _____ **E-MAIL:** _____

DATED: 09/10/26

List of Companies for the 2027 Process Service RFQ

Alliance Risk Group, Inc. — Responded
23 Executive Park Drive
Clifton Park, NY 12065
Attn: Scott Moore
Phone: 518-514-2944
Fax: 518-514-2947
Email: smoore@allianceriskgroup.com

Alexander Poole, Inc. — Did Not Respond
P.O. Box 69
Albany, NY 12201
Attn: Tom Warner
Phone: 518-436-0895
Fax: 518-436-7366
Email: info@alexanderpoole.com

Teitel Service Bureau, Inc. — Did Not Respond
P.O. Box 3150
Albany, NY 12203
Phone: 518-438-7956
Fax: 518-438-0502
Email: jteitel@lawyerservicebureau.com

ALLIANCE®
RISK GROUP INC.

PROCESS SERVICE
RFQ RESPONSE

Rensselaer County Department of Social Services

Initial Term: January 1, 2027 through December 31, 2027
Four Optional One-Year Renewals

Alliance Risk Group, Inc.

56 Clifton Country Road, Suite 203
Clifton Park, NY 12065
Phone: (518) 280-0295

Primary Contact: Scott Moore, Chief Operating Officer
smoore@allianceriskgroup.com

Submission Deadline: October 1, 2026 at 2:00 p.m.

Submitted to: Misty L. LaBrake, Coordinator of Building Operations
Rensselaer County Department of Social Services

Company Overview

Alliance Risk Group, Inc. is a New York-based investigative and legal support services firm providing professional process service, investigations, skip tracing, surveillance, litigation support, and risk mitigation services throughout New York State and nationwide. Founded in January 2005 by Mario S. Pecoraro, Alliance brings more than twenty years of company experience supporting governmental agencies, municipalities, law firms, insurance carriers, third-party administrators, corporate legal departments, and other organizations requiring professional legal support services.

Company	Alliance Risk Group, Inc.
Principal Officers	Mario S. Pecoraro, Founder & CEO Scott Moore, Chief Operating Officer
Address	56 Clifton Country Road, Suite 203, Clifton Park, NY 12065
Phone	(518) 514-2944
Main Contact	Scott Moore, Chief Operating Officer | smoore@allianceriskgroup.com

Experience Qualification. Alliance Risk Group has continuously provided investigative and legal support solutions since 2005 and exceeds the County's minimum requirement of three years of process-serving experience in New York State. Alliance coordinates process service assignments throughout the United States while maintaining particularly strong operational capabilities throughout New York State.

Process Service Capabilities

• Routine process service	• Rush and same-day service	• Difficult and evasive party service
• Skip tracing and locate investigations	• Affidavit preparation and management	• Litigation support services
• Statewide and nationwide coverage	• Centralized case management	• Status reporting and assignment tracking

Operational Approach. Alliance's investigative background provides added resources for difficult serves, outdated addresses, evasive parties, and assignments requiring additional research. Documented workflows support consistency, transparency, quality control, responsive communication, and accountability throughout the assignment lifecycle. Alliance's core values are Integrity First, Positive Attitude, Successfully Engaged, and Customer Focused.

Capacity and RFQ Compliance. Alliance understands the County anticipates approximately 400 to 650 services annually and is prepared to support the required volume, daily document retrieval, expedited requests, affidavit management, and service throughout New York State and beyond.

Operational Compliance

Alliance Risk Group understands and accepts the operational requirements stated in the RFQ, including the following:

- Daily pick-up of papers at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, New York, between 11:00 a.m. and 1:00 p.m., with alternate pick-up at the Department of Social Services location identified by the County if Family Court is closed.
- Pick-up from the Rensselaer County Attorney's Office at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York, on an as-needed basis, including same-day pick-up for requests received before noon and next-business-day pick-up for requests received after noon.
- Return of affidavits of service within one to two business days after completed service, or at least seven days before the scheduled court date for non-rush service.
- Submission of affidavits in duplicate.
- Treatment of multiple legal papers served simultaneously on one individual as one service.
- Routine, rush, same-day, difficult, statewide, and out-of-state service assignments.
- Maintenance of responsive status communication, centralized assignment tracking, and quality review.

Service Commitment

Alliance will perform assignments professionally and in accordance with applicable New York State Civil Practice Law and Rules provisions, County instructions, contractual requirements, and documented internal procedures. Alliance will promptly communicate material service issues, address changes, unsuccessful attempts, and completed service status.

Client References

Complete the three reference blocks below with current contacts before submission. The RFQ requires the primary contact, title, and current phone number for each reference.

Reference 1	Current Government / DSS Reference
Contact	Jamie Clark
Title	N/A
Organization	St. Lawrence County Department of Social Services
Phone	315-379-2269

Reference 2	Current Municipal / Government Reference
Contact	Andrea Floyd
Title	Office Assistant
Organization	CT Department of Children and Families
Phone	860-418-8249

Reference 3	Current Law Firm / Government Client Reference
Contact	Robert Carpenter
Title	Esq.
Organization	City of Syracuse, Office of Corporation Counsel
Phone	315-448-8400

Schedule A: Process Service for Legal Papers

COUNTY OF RENSSELAER | FLAT RATE CHARGES | THREE ATTEMPTS

Item No.	Service	Price 1/1/27 - 12/31/27	Price 1/1/28 - 12/31/28	Price 1/1/29 - 12/31/29	Price 1/1/30 - 12/31/30	Price 1/1/31 - 12/31/31
1	Service in the City of Troy	$65	$65	$70	$70	$75
2	Service in Rensselaer County (Outside City Limits)	$70	$70	$75	$75	$75
3	Service in Adjoining Counties	$75	$75	$80	$80	$85
4	Service in Non-Adjoining Counties (in New York State)	$95	$95	$100	$100	$105
5	Service Out of State	$130	$130	$135	$135	$140
6a	Rush Service Surcharge- City of Troy	$30	$30	$35	$35	$40
6b	Rush Service Surcharge- Rensselaer County (Outside City Limits)	$30	$30	$35	$35	$40
6c	Rush Service Surcharge- Adjoining Counties	$30	$30	$35	$35	$40
6d	Rush Service Surcharge- Non-Adjoining Counties (in NYS)	$45	$45	$50	$50	$55
6e	Rush Service Surcharge- Out of State	$60	$60	$65	$65	$70

Pricing Confirmation. The above rates are submitted for the initial 2027 contract term and the four optional one-year renewal periods. Quoted pricing will remain firm for ninety days following submission, as required by the RFQ.

Same Day Service Requests shall incur a $75 surcharge in addition to the Rush Service Fees listed above.

Authorized Signature

The undersigned is authorized to submit this quotation on behalf of Alliance Risk Group, Inc. and certifies that the information provided is accurate to the best of the undersigned's knowledge.

Company: Alliance Risk Group, Inc.

Authorized Representative: Scott Moore, Chief Operating Officer

Signature: _____

Date: 9/30/2026

Submission Information

Deadline	Thursday, October 1, 2026 at 2:00 p.m.
Email	Misty.LaBrake@dfa.state.ny.us
Mail / Delivery	Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180
Attention	Misty L. LaBrake, Coordinator of Building Operations

This response is intentionally concise in accordance with the RFQ instruction that elaborate or extensive quotations are not necessary.

LOCAL LAW #2, 1992

CERTIFICATION of COMPLIANCE

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

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

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

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK, COUNTY OF RENSSELAER

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

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

ALLIANCE RISK GROUP INC.
(Name of Vendor/Company)

SCOTT MOORE, COO
(Person authorized to sign & Title)

56 CLIFTON COUNTRY ROAD STE 203
(Street or Box Number)

CLIFTON PARK, NY 12065
(City, State, Zip Code)

Signature 9/30/2026
Date

Rensselaer County
And
Alliance Risk Group Inc.

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County, on behalf of the Department of Social Services, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Alliance Risk Group Inc. located at 23 Executive Park Drive, Clifton Park, New York 12065 hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Vendor is engaged in the business of serving individuals with court documents; and

WHEREAS, the County seeks to serve individuals with court documents for various court cases; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

- Vendor agrees to pick up papers on a daily basis from the following locations, and serve them in accordance with the following, and attached **Schedule A.**

  - An Affidavit of service shall be delivered back to the requesting unit one to two business days after service is completed, or at least seven days prior to the scheduled court date for Non-Rush Service.

  - Affidavit(s) of service shall be submitted in duplicate.

  - Service of several different legal papers to one individual at the same time shall be deemed one service.

Department	Location-Address	Pickup Time(s)
Rensselaer County Family Court	1504 5th Avenue, Troy, NY 12180	Between the hours 11:00 am and 1:00 pm *If Family Court is closed pick up of papers would need to be **moved** to the Rensselaer County Department of Social Services, 1600 7th Ave Troy, NY 12180.*
Rensselaer County Department of Social Services [Troy]	1600 7th Avenue, Troy, NY 12180.	AS NEEDED
Rensselaer County Department of Social Services [North Greenbush]	127 Bloomingrove Drive, Troy, NY 12180	*AS NEEDED*
Rensselaer County Attorney's Office	99 Troy Road, East Greenbush, NY 12180	*On an as-needed basis upon request.*

		Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing. Requests made after 12 p.m. will be picked up the following business day.

2. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2027. The Contract may be renewed for four one-year contracts in the amounts set forth in paragraph 3 below and Schedule A attached.**

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor the amount per year set forth below and in Schedule A attached.

Term	Amount
01-01-2027 to 12-31-2027	$ 27,000.00
01-01-2028 to 12-31-2028	$ 27,000.00
01-01-2029 to 12-31-2029	$ 29,500.00
01-01-2030 to 12-31-2030	$ 29,500.00
01-01-2031 to 12-31-2031	$ 32,000.00
Total amount paid not to exceed	**$145,000.00**

The total amount paid to Vendor shall not exceed $145,000.00 Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the

County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

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

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

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

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

10. TERMINATION

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

11. FORCE MAJEURE

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

12. NON-DISCRIMINATION

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

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

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

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

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan

or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

15. ENTIRE AGREEMENT

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

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

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

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

Resolution No. G/24

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, The Department of Social Services ("Department") seeks Legislative approval to increase the number of security cameras located at the Administration Building, 127 Bloomingrove Drive; and

WHEREAS, The Department will add one (1) camera outside to ensure the entire perimeter of the building is captured on video and eight (8) cameras inside to ensure there are no blind spots for persons entering the work areas from the elevator and stairways, which will increase the safety for its employees, as well as for its visitors; and

WHEREAS, The Department will utilize New York State Contract (Group Number 77201 Security Systems and Solutions (Statewide), Award Number 23150, Contract PT68748), Adirondack Cabling, Inc., 3 Rosell Drive, Ballston Lake, New York 12019, to provide the necessary equipment and installation; and

WHEREAS, The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code A.6010.04900; and

WHEREAS, This purchase is being made in accordance with the policies and procedures set for in the Rensselaer County Purchasing Guidelines; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations is as follows:

DESCRIPTION	VENDOR	APPROPRIATION CODE	AMOUNT
Security Cameras and installation	Adirondack Cabling, Inc. 3 Rosell Drive Ballston Lake, NY 12019	A.6010.04900	$14,696.37

; now, therefore, be it

RESOLVED, That the Rensselaer County Director of the Bureau of Central Services, is authorized to sign a purchase order for the above-described purchase; and, be it further

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

GENERAL FUND REVENUES

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
A.6010.36101			
Social Services Admin-SA	$1,234,338.00	$ 7,204.00	$1,241,542.00
A.6010.46101			
Social Services Admin-SA	$3,667,161.00	$ 4,504.00	$3,671,665.00

TOTAL GENERAL FUND REVENUES: $11,708.00

GENERAL FUND APPROPRIATIONS

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
Social Services - Administration			
A.6010.04900			
Professional Services	$1,525,000.00	$ 14,697.00	$1,539,697.00
A.6010.04010			
Travel	$ 134,500.00	$ (2,989.00)	$ 131,511.00

TOTAL GENERAL FUND APPROPRIATIONS: $ 11,708.00

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

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT

Requested by: Department of Social Services

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 14,696.37 current year
$_____ ongoing expenses per year

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

   a) For federal funding: amount $ 7,204 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes __X__ or No _____

   b) For state funding: amount $ 4,504 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 $ 2,989 and ongoing $_____

   e) Other (please explain) $_____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department must do what it can to ensure the safety of its employees and visitors. By increasing the number of cameras inside and outside of the building, it will give the Deputy Sheriff a view of the entire perimeter as well as capturing activity from the stairwells and elevator into restricted work areas.

Department Head

Michael P. McMahon

Adirondack Cabling, Inc.

3 Rosell Drive
Ballston Lake, NY 12019
(518) 452-0124

Proposal No.
Date: 10/2/2026
Sales Rep: Rod Bower
Proposal Expires: 11/1/2026
State Contract No: PT68748

P R O P O S A L

Company	**Rensselaer DSS**	Contact	Misty Labrake
Address	127 Bloomingrove Drive	Phone	518-833-6006
City	Troy State/Zip NY 12180	Cell	
		email	Misty.LaBrake@dfa.state.ny.us

Unit	Description	Unit Price	Total
	Adiropndack Cabling and Security will provide new cameras for the locations we found after the		$ -
	site visit.		$ -
			$ -
7	Axis M3085-V Dome Cameras in interior areas		$ -
1	Axis P1465-LE on exterior corner		$ -
1	Axis P3265-LVE at entrance		$ -
3	Cat. 6 Plenum Blue boxes		$ -
18	cat 6 inserts blue		$ -
9	1 Port Surface Mount Box. Ivory		$ -
9	Cat 6 patch Cord. 1Ft. Blue		$ -
9	Cat 6 patch Cord. 7Ft. Blue		$ -
50	J-HOOKS, BEAM MOUNT. Up to 1/2 inch Flange		$ -
1	FIRESTOP. CAULK		$ -
1	materials	$ 8,081.37	$ 8,081.37
1	labor for addition of new cameras	$ 6,615.00	$ 6,615.00
	Cameras will connect to existing nvr		$ -
			$ -
	Adirondack Cabling is on the NYS Security Contract PT68748, Group 77201, Award 23150		$ -
			$ -
	All work to be done during dayshift hours, M-F, 7:30 am to 4:30 pm.		$ -
	Please note the Proposal Expires date above (30 days) Due to Imposed tariffs, pricing		$ -
	is subject to change. Please confirm pricing before signing proposal or issuing a PO		$ -
	SCOPE OF WORK;		$ -
	1) Adirondack Cabling will furnish all materials, labor and fastening hardware for this installation.		$ -
	2) Cables will be installed above suspended ceiling.		$ -
	3) All cable ends, jacks and patch panels will be labeled with a reference number and		$ -
	documented to a floor plan if provided.		$ -
	4) All cables will be tested and certified.		$ -
	5) One year warranty is provided on all materials and workmanship.		$ -
		Total:	**$ 14,696.37**

(Add applicable Sales Tax)

Installation Location

Company:	**Rensselaer DSS**	Location:	
Contact Name:	Misty Labrake		
Address:	127 Bloomingrove Drive		
City:	Troy	State/Zip:	NY 12180
Phone :	518-833-6006	Cell:	0

APPROVAL (Signatures are required prior to start of project)

Customer _____ Date: _____
Signature Title

Customer P.O No. _____

Adirondack Cabling, Inc. _____ Date: _____
Signature Title

Payment:
Adirondack Cabling Inc. will invoice Customer 30% upon signed contract, 40% upon 50% completion, and 30% upon 100% completion. Payment terms are net 30 days from invoice date. Payment made via credit card will be charged a 3% processing fee.

General Provisions:
This Proposal is subject to the terms and conditions of the Adirondack Cabling Inc./Adirondack Security General Terms and Conditions located at https://www.adirondacksecurity.com/terms-and-conditions and as amended from time to time, which are hereby incorporated by reference and made part of this Proposal.