

Social Services Index
Tuesday, July 7, 2026

AGENDA

Mental Health: G/8,
VRM: G/7, G/11, G/27
Social Services: G/19, G/20

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
		Mental Health
SS/C/B/R	G/8	RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS - DEPARTMENT OF MENTAL HEALTH Motion Made By: Seconded By: In favor: Opposed: Notes:
		VRM
SS/C/B/R	G/7	RESOLUTION AUTHORIZING AN AGREEMENT WITH HEALTHSTREAM, INC. FOR A SOFTWARE TRAINING PROGRAM - VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/B/R	G/11	RESOLUTION AUTHORIZING GENERATOR REPAIRS - VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:

SS/C/B/R	G/27	RESOLUTION OF THE COUNTY OF RENSSELAER, NEW YORK AUTHORIZING THE AMENDMENT OF ENERGY PERFORMANCE CONTRACT WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS AT THE VAN RENSSELAER MANOR – VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
		Social Services
SS/B/R	G/19	RESOLUTION AUTHORIZING AGREEMENTS WITH START CHILDREN'S CENTER, INC. FOR FAMILY INTERVENTION SPECIALIST SERVICES – DEPARTMENT OF SOCIAL SERVICES Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/20	RESOLUTION AUTHORIZING AN AGREEMENT WITH HUDSON VALLEY COMMUNITY COLLEGE FOR TRAINING AND EDUCATIONAL SERVICES – 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 July 14, 2026

Resolution No. G/7

RESOLUTION AUTHORIZING AN AGREEMENT WITH HEALTHSTREAM, INC. FOR A SOFTWARE TRAINING PROGRAM – VAN RENSSELAER MANOR

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

WHEREAS, The Van Rensselaer Manor ("Facility") is required to provide various annual trainings to all staff; and

WHEREAS, Resolution G/475/22 authorized the Facility to enter into an agreement with HealthStream, Inc. to provide software for various staff trainings; and

WHEREAS, The Facility is desirous to continue to use the HealthStream, Inc. software training program for the required staff training and seeks Legislative approval to enter into an agreement for the period of July 1, 2026 through June 30, 2029; and

WHEREAS, The Department will utilize funds within the 2026 Rensselaer County Adopted Budget via appropriation code EH.08319.67; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Computer Based	HealthStream, Inc.	EH.08319.67	2026-2027 \$ 43,708.78
e-learning	500 11 th Ave. North		2027-2028 \$ 43,456.56
health care	Suite 1000		2028-2029 \$ 44,734.44
training	Nashville, TN 37203		\$131,899.78
software			
7/1/2026-			
6/30/2029			

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

July 14, 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 AGREEMENT FOR A SOFTWARE TRAINING PROGRAM WITH HEALTHSTREAM – VAN RENSSELAER MANOR

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ 131,899.78 (2026-2029)
- 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 - 2029
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid for through Departmental Adopted Budgets 2026 - 2029

Signature (Department Head):

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date December 13, 2022

Resolution No. G/475/22

RESOLUTION AUTHORIZING AN AGREEMENT FOR A SOFTWARE TRAINING PROGRAM - VAN RENSSELAER MANOR

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

WHEREAS, The Van Rensselaer Manor ("Facility") is required to provide required annual training for all of its staff; and

WHEREAS, In order to safely comply with this requirement, a computer program is utilized to administer and keep track of required annual staff training; and

WHEREAS, The Facility has analyzed various computer-based training programs; and

WHEREAS, The Facility is requesting to purchase HealthStream software for three (3) calendar years from January 1, 2023, through December 31, 2025; and

WHEREAS, The Facility will not exceed the budget funding for this expenditure; and

WHEREAS, The contract description, start and end dates , the name and address of the contracting party, the source of funding of the same and the total amount to be expended over the life of the contract are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
HealthStream	HealthStream, Inc.	EH 08319.67	\$12,435/2023
Software	500 11 th Ave. North		\$12,435/2024
Learning Programs	Suite 1000		\$12,435/2025
(January 1, 2023 - December 31, 2025)	Nashville, TN 37203		

; now, therefore, be it

Resolution No. G/475/22

Page No. 2 of 2

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

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

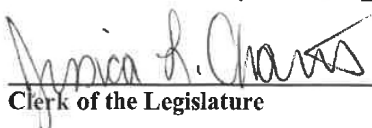
Abstain: 0

December 13, 2022

Clerk of the Legislature

Sent to County Executive 12/14/22

Received from County Executive 12/15/22


Clerk of the Legislature



Executive Action

Approved ☒ Date 12/14/22

Disapproved ☐

Veto Message Attached and Returned to Clerk


County Executive



Submitted Date June 5, 2026

Order Number ORD-0833237

P.O. Number

Tax Exempt? Yes

Customer Information **Name** Van Rensselaer Manor
Address 85 Bloomingrove Dr
Troy, NY 12180-8433

Primary Contact **Name** Christopher Maloney
Email cmaloney@rensco.com
Phone (518) 283-2000

Billing Contact **Name** Christopher Maloney
Email cmaloney@rensco.com
Phone (518) 283-2000

HealthStream Information **Name** HealthStream, Inc.
Address 500 11th Avenue North
Suite 850
Nashville, TN 37203

HealthStream Contact **Name** Ana Kadivar
Email ana.kadivar@healthstream.com
Phone (410) 294-1451

ORDER DETAILS – The pricing set forth in this Order Form, including any applicable discounts, shall expire if this Order Form is not signed and returned to HealthStream on or before 5:00PM Central Time on July 20, 2026.



Product, Software, or Service	Billing Frequency	Quantity	Term (Months)	Year 1 Unit Price	Year 1 Total	Year 2 Total	Year 3 Total
Dynamic Health Skills - Continuum (Per User Pricing)	Annually	201	36	\$86.53	\$17,392.53	\$18,001.56	\$18,630.69
Resuscitation Service Program	Annually	375	36	\$1.00	\$125.00	\$125.00	\$125.00
Red Cross Suite: BLS (Online)	Annually	375	36	\$26.23	\$3,278.75	\$3,278.75	\$3,278.75
Skills on Brayden (BLS)	Annually	375	36	\$11.34	\$1,417.50	\$1,417.50	\$1,417.50
Manikin: Infant	UpFront	1	1	\$0.00	\$0.00		
iPad & Case	UpFront	1	1	\$0.00	\$0.00		
Manikin: Adult	UpFront	1	1	\$0.00	\$0.00		
Red Cross Suite: Onboarding Services (Instructorless)	UpFront	1	3	\$1,495.00	\$1,495.00		
ALEA: Adult and Aging Assisted Care	Annually	200	36	\$9.70	\$1,940.00	\$1,940.00	\$1,940.00
HealthStream Learning Center (HLC)	Annually	375	36	\$8.04	\$3,015.00	\$3,120.00	\$3,228.75
HLC Administrator Training - Web-Based	UpFront	2	1	\$0.00	\$0.00		
Health Equity and Belonging	Annually	375	36	\$11.84	\$4,440.00	\$4,593.75	\$4,755.00
HealthStream SafetyQ	Annually	375	36	\$8.73	\$3,273.75	\$3,390.00	\$3,506.25
HealthStream ComplyQ	Annually	375	36	\$12.78	\$4,792.50	\$4,961.25	\$5,133.75
hStream for Learning	Annually	375	36	\$6.77	\$2,538.75	\$2,628.75	\$2,718.75
Annual Total:					\$43,708.78	\$43,456.56	\$44,734.44

Total Order Value: \$131,899.78

Unless set forth in the Order Details above, the Term and invoicing under this Order Form for each Product or Software commences upon Activation. For purposes of this Order Form, "Activation" shall mean that the Product or Software is first made available by HealthStream for access by Customer or its Users. For renewal purchases, the Term and invoicing will begin following the expiration of the then current term.

Product, Software, or Service Specific Terms

EBSCO Dynamic Health Skills and Clinical Decision Support

The Minimum Browser Requirements for EBSCO interfaces are as follows:

- Internet Explorer 8.0 or later. Effective July 1, 2017, EBSCO will stop supporting Internet Explorer 8.0 and 9.0, due to security risks. Until 2017 all currently existing functionality, as of May 2016, that is supported in IE 8.0 and 9.0 will continue to be supported, however all newly released services and features will only be supported in IE 10.0 or higher.

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- Firefox Latest version plus one previous version
- Safari Latest version plus one previous version
- Google Chrome Latest version plus one previous version

*JavaScript and cookies need to be enabled

Additional information related to technical requirements can be found here: http://support.ebsco.com/knowledge_base/detail.php?id=25

There are a number of methods for authentication that an institution can choose from:

- IP Address
- Patterned IDs
- Patron ID files
- Referring URL
- User ID and Password
- Cookie
- OpenAthens
- Shibboleth
- HTTPS
- Personal User
- Guest Access

Additional information related to authentication can be found here: http://support.ebscohost.com/knowledge_base/detail.php?topic=996&id=3572&page=1.

Training

HealthStream will provide the following onboarding and training materials for both administrators and end users –

- eLearning Training Modules (available as HealthStream courseware)
- Training tutorial for EBSCO Health native application (available as HealthStream courseware)

EBSCO Health provides training the following training options on their native application. These can be planned and coordinated with the EBSCO Health Success Manager or by contacting customersuccess@ebsco.com.

- On-Demand Training
- Regularly Scheduled WebEx Training Sessions
- Customized WebEx Training Sessions

Resuscitation Service Program

The Resuscitation Service Program (RSP), established by HealthStream, is designed to assist customers in ensuring that they possess functional and operational manikins for the purpose of conducting skills validations with accurate feedback. If a manikin requires repair, HealthStream will provide a replacement manikin at no cost if HealthStream Customer Service is unable to resolve the issue after remote troubleshooting. If HealthStream determines

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that an exchange is needed, the Customer will receive a new or refurbished Brayden manikin of the same model or newer via standard two (2) day delivery upon the determination that a replacement is required. The non-functioning manikin should be returned to HealthStream using a pre-paid, return shipping label.

The Resuscitation Service Program (RSP) will provide coverage for both the Innosonian Brayden Pro Manikin Adult and Infant for a period of up to forty-eight (48) months from the original date of shipping the purchased manikin by the manufacturer. This coverage applies irrespective of whether the program issues a refurbished manikin or a new manikin as the RSP is associated with the original manikin. The customer acknowledges that manikins may require replacement approximately every forty-eight (48) months due to advancements in technology and normal wear and tear. Upon reaching this time frame, HealthStream will refer Customer to its sales department for the procurement of a new manikin or to the manikin manufacturer for estimate of repair or replacement.

The service program covers the following costs:

- All manikin shipments (expedited shipment of replacement manikin to Customer and shipment of malfunctioning manikin back to HealthStream for repair)
- Manikin repairs including parts and labor (not caused by misuse of the equipment)
- All additional fees for inspection, cleaning, and restocking of the manikins

The service program does not cover the following costs:

- Repairs of malfunctioning manikins caused by misuse of the equipment
- Replacement of manikin batteries
- Fees resulting from failure to return malfunctioning manikins after receiving replacement
- Preventative maintenance or any on-site service
- Cost of consumables required to operate manikins

Warranty

Brayden manikins are covered under the manufacturer's standard two-year warranty. Under HealthStream's service program, the warranty remains in place and is enhanced through expedited shipping of replacements all coordinated through HealthStream.

Customer Responsibilities

The Customer agrees to return the non-functioning manikin to HealthStream within 14 days of receiving the replacement. If the non-functioning manikin is not received by HealthStream within 14 days, the Customer shall pay the current retail value of the manikin to be returned and HealthStream will issue an invoice to be paid by Customer. If the non-functioning manikin is returned to HealthStream and it is determined to have been misused, HealthStream will invoice the Customer for the current retail value of the manikin.

BLS, ALS, and PALS Resuscitation Program

The BLS, ALS, and PALS Resuscitation Programs are integrated solutions that are made up of the following three (3) components for completion and certification (applicable based on Products purchased in the Order Details above):



American Red Cross Suite Cognitive component (Online Course) – This course allows Users to work through the BLS, ALS, and PALS online training curriculum at their own pace. Each online course includes a variety of eLearning assets such as adaptive learning, videos, animations, self-directed learning, and interactive activities. Each respective Online Course covers core learning components as outlined below.

Skills on Brayden component (Skills Check) – Self-guided skills check component of the BLS, ALS, and PALS online training via the Brayden Pro Manikin completed via the Resuscitation Skills Application (Skills Application). The Skills Application enables the end user to perform self-guided skills checks with the Brayden Pro Manikins for BLS, ALS, and/or PALS. The Skills Application is available for download at no charge only via the Apple App Store.

Digital Certificate component – An American Red Cross Digital Certificate will be processed by the American Red Cross and HealthStream and made available to the User who has successfully completed the Online Course and Skills Check components of the BLS, ALS, and PALS Resuscitation Programs. The American Red Cross Digital Certificate is valid for two years from the certification date.

Licenses set forth in the Order Details that remain unused at the end of the Term shall be forfeited.

- **American Red Cross BLS Online Course Components:** Foundational Concepts
 - Systematic Approach to Assessing, Recognizing and Caring for Adults
 - Basic Life Support for Adults
 - Basic Life Support for Children and Infants
 - Obstructed Airway
 - Opioid Overdose
 - Final Assessment
- **American Red Cross ALS Online Course Components:** Foundational Concepts
 - Respiratory Emergencies
 - Arrhythmia
 - Cardiac Arrest and Post-Cardiac Arrest Care
 - Acute Coronary Syndromes
 - Stroke
 - Final Assessment
- **American Red Cross PALS Online Course Components:** Foundational Concepts
 - Respiratory Emergencies
 - Shock Emergencies
 - Arrhythmia
 - Cardiac Arrest and Post-Cardiac Arrest Care
 - Final Assessment

Skills on Brayden includes:

- (1) Set of BLS skills checks
- (1) Set of ALS skills checks



(1) Set of PALS skills checks

The Skills Application, in conjunction with the Apple iPad, is used to connect via Bluetooth to the Brayden Pro Adult, Pediatric, or Infant manikins. Self-guided BLS, ALS and PALS skills can be completed using the iPad and Skills Application.

Telephone and e-mail support will be provided by HealthStream. Instructor-led training shall be provided. Custom or additional training is available at an additional cost.

American Red Cross Online Course - Technical Requirements

For an optimal user experience with the HealthStream platform we recommend the following equipment and settings. All previous versions of this document should be disregarded. HealthStream maintains the right to update these specifications as needed. All updates are communicated to customers in advance of their implementation.

Administrator Application

Web Browser MS Internet Explorer 11+ and MS Edge (Windows).

Student Application

Operating Systems Computers
Windows 7+ (Microsoft) Mac OS X.10+ (Apple)
Mobile Devices iOS 7+ (Apple)
Android 4+ (Google)

Web Browsers Apple Safari 9+ (Mac)
Google Chrome, 58+ (PC/Mac)
Mozilla Firefox, 52+ (PC/Mac)
Microsoft Edge, 13+ (Edge/HTML version); 25+ (full version)
Microsoft Internet Explorer 11+, see *Internet Explorer-Specific Settings* below.

Mobile Browsers Apple Safari for iOS 9+
Google Chrome for Android 5+
Microsoft Edge, 13+ (Edge/HTML version); 25+ (full version) for Windows

Internet Explorer-Specific Settings Compatibility View: Not supported. IE Browser Mode and Document Mode must be set to Standard Mode.
Zoom: Set to 100% / Actual Size.





Security Tab: The default level for the Security tab set to Medium-High (IE11+). Privacy Tab: Ensure that Privacy is set to Medium.

Browser Plug-ins

Reports & Manuals

Adobe Acrobat Reader (current version) or Apple Preview (included in Mac OS).

Resuscitation Skills Check Equipment

The following equipment is used to support the self-guided skills check component of the BLS, ALS, and PALS Resuscitation Program via the Resuscitation Skills Application (purchased equipment are set forth in the Order Details):

Innosonian Brayden Pro Manikin (Adult) – The Brayden Pro Adult manikin provides comprehensive feedback of Cardiopulmonary Resuscitation (CPR) performance through a series of interactive performance feedback screens in the Resuscitation Skills Application.

Innosonian Brayden Pro Manikin (Infant) – The Brayden Pro Infant manikin provides comprehensive feedback of CPR performance through a series of interactive performance feedback screens in the Resuscitation Skills Application.

Innosonian Brayden Pro Manikin (Pediatric) – The Brayden Pro Pediatric manikin uses the base of the Brayden Pro adult manikin and comes with the pediatric conversion kit pre-installed on that base. The pediatric conversion kit includes a pediatric face and skin, as well as a modified spring to better simulate correct pressure required for compression on pediatric patients.

Brayden Pediatric Conversion Kit – This kit enables users to convert a Brayden Pro Adult to a Brayden Pro Pediatric manikin by changing the spring, chest skin, and face to simulate a child.

Apple iPad – The Apple iPad is used to launch the Resuscitation Skills Application for self-guided BLS, ALS and/or PALS skills checks.

Fintie Protective Case – Protective Cover (Black) for Apple iPad with a rotating multi-functional grip stand and shockproof full-body rugged cover. The corresponding equipment components are described in further detail below:

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Apple iPad includes:

- (1) Apple iPad
- (1) USB power adapter
- (1) USB cable

The Apple iPad, in conjunction with the Skills Application, is used to connect via Bluetooth to the Brayden Pro Adult, Pediatric, or Infant manikins. Self-guided BLS, ALS and PALS skills can be completed using the iPad and the Resuscitation Skills Application.

The Apple iPad includes a one (1) year limited warranty provided directly by Apple, Inc. and is available at www.apple.com/legal/warranty. All iPad related service issues should be directed to Apple customer support.

Brayden Pro Adult manikin includes:

- (1) Brayden Pro Adult manikin
- (6) C batteries
- (1) Carry case
- (1) Additional adult face
- (1) 9v AC/DC Power Adapter

The Brayden Pro Adult manikin connects via Bluetooth to the Apple iPad for use with BLS and ALS self-guided skills check via the Resuscitation Skills Application. Requires a bag-valve mask #4 (not included).

Brayden Pro Infant manikin includes:

- (1) Brayden Pro Infant manikin
- (4) AA batteries
- (1) Carry case
- (1) 9v AC/DC Power Adapter

The Brayden Pro Infant manikin connects via Bluetooth to the Apple iPad for use with the BLS and PALS self-guided skills checks via the Resuscitation Skills Application. Requires a bag-valve mask #1 (not included).

Brayden Pro Pediatric manikin includes:

- (1) Brayden Pro Pediatric manikin
- (4) AA batteries
- (1) Carry case
- (1) 9v AC/DC Power Adapter



The Brayden Pro Pediatric manikin connects via Bluetooth to the Apple iPad for use with the BLS and PALS self-guided skills checks via the Resuscitation Skills Application. Requires a bag-valve mask #1 (not included).

Brayden Pediatric Conversion kit includes:

- (1) Pediatric chest skin
- (1) Pediatric face
- (1) Airway coupling
- (1) Pediatric compression spring
- (2) Compression spring adapters

The Brayden Pediatric Conversion Kit allows the purchaser to convert the Brayden Pro Adult to a Brayden Pediatric manikin. The Brayden Pediatric manikin is used for Child compressions, ventilations and CPR in the PALS Skills Course.

Innosonian Brayden Pro Manikins Support and Warranty Information

- Fulfillment of the Brayden Pro Manikins and the Brayden Pediatric Conversion Kit as set forth in the Order Details shall be completed by Innosonian America, LLC and shipped directly to Customer
- First-level telephone and email assistance will be provided by HealthStream for manikin-related service issues. In the event HealthStream is unable to provide a solution for the manikin service issue, HealthStream will escalate the service issue to Innosonian America, LLC on Customer's behalf.
- The warranty for the Brayden Pro Manikins is located at: www.innosonian.us/hs/warranty

Disclaimer: Except as otherwise set forth in this Order Form, the Manikins, Apple iPad, and Fintie Protective Case are provided as-is and without any warranties of any kind, whether express or implied, and HealthStream specifically disclaims all warranties, express or implied, included, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Red Cross Onboarding (Instructorless)

HealthStream Responsibilities:

A member of the HealthStream Implementation team will:

- Oversee the technical configuration and set-up process, including data imports, equipment delivery , and other operational services, based upon solution components purchased: Instructorless, Blended, and/or Live.
- Assign the American Red Cross eLearning curriculum to the Customer team to be completed prior to training

A member of the HealthStream Training team will:

- Engage with the Customer to prepare for training.

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- Support the Customer goals by developing a training and engagement plan to meet the Customer's needs, as mutually agreed to by the parties
- Provide two (2) virtual training sessions to include a (1) hour online course navigation training and a (2) hour manikin training session. The manikin session is limited to no more than ten (10) participants and no more than five (5) separate locations.
- Provide additional resources as needed to support product launch.

Customer Responsibilities:

- Provide dedicated resources necessary to support the launch of the resuscitation program, which may include members from:
 - Learning Management
 - IT/Technology
 - Human Resources
 - Clinical Education/Resuscitation Management
- Provide the following to HealthStream:
 - Each User's certification data for upload into the hStream platform in the format required by HealthStream
 - A list of certified resuscitation instructors for upload into the hStream platform in the format required by HealthStream
 - Equipment delivery location(s)
 - Technical resources to set-up equipment (manikins, iPads) and application
 - Desired launch date goal
- Participation by resuscitation administrators in all training activities required to effectively manage the program
- Complete all training within 6 months of initial implementation call

Additional requests or customizations required by Customer may be subject to additional fees.

HealthStream Learning Center with Authoring Center and SCORM Import Tool (HLC)

HealthStream Learning Center ('HLC') shall mean access by Customer to HealthStream's web-based Learning Management System. This Learning Management System enables Customer to deliver a variety of learning activities, create assignments, and generate configurable reports.

Specific features of the HLC include:

- Software as a Service ('SaaS') delivery model where HealthStream provides hardware, hosting, and site maintenance
- Authoring Center (see details below)
- SCORM Import Tool (see details below)
- Ability to create, distribute, and manage on-line content
- Ability to schedule and manage live events such as classroom-based education
- Group courses into curriculums
- Customizable catalog functionality
- Assignment engine that enables administrators to assign learning to various users
- Assessment tool for creating tests and evaluations
- Customizable CE certificate creation
- Transcript functionality
- Configurable and schedulable reports



- Support Services provided via email and telephone between the hours of 7 am and 7 pm Central time Monday through Friday, excluding HealthStream published holidays

The Authoring Center product includes the following items:

- Access to a secure hosting environment integrated into the HealthStream Learning Center for storing and launching HTML and other web enabled content. A list of supported file types is listed in the Authoring Center Policies attached below.
- Access to HealthStream's HTML Editor tool for creating HTML course pages that can be played and distributed through the HealthStream learning Center.
- Access to the Content Management feature that allows the organization to manage and create content for use in the HealthStream Authoring Center.
- Access to HealthStream's Public Courseware Exchange that enables an organization to post and make copies of courses created by other organizations.

By purchasing the HLC, Customer agrees to abide by HealthStream's Authoring Center policies. HealthStream reserves the right to amend and update these policies from time to time and will communicate any changes to Customer as appropriate.

HealthStream Authoring Center Policies and Guidelines As of March, 2014

To ensure high performance standards for clients, HealthStream has adopted the following policies and guidelines for our HLC platform to:

- Protect all customers from loading files that could threaten the integrity of the HLC.
- Ensure the highest performance possible for our customer's authoring experience.
- Prevent unauthorized use of the site, such as posting protected intellectual property without the owner's permission, use of the FTP site as non-authoring asset file storage, or use of files that are, in general, not being used in authored courses.

These guidelines and policies will protect your organization's investment in authored courses and provide for the best possible end-user experience.

Policies

- No single file uploaded to the HealthStream authoring servers may be larger than 25 megabytes. Also, no course 'page' can contain assets that total more than 25 megabytes. The total disk space required by the entire course may be larger than 25 megabytes, but no single file or page can be. This policy ensures that course pages load in a timely manner for an optimal end user experience.
- All files uploaded to HealthStream's authoring servers (authoring FTP sites) must be on the HealthStream approved file types list. This policy exists to protect all users of the HLC from the potential damage caused by malicious or carelessly constructed content. HealthStream amends our list of allowable file types from time to time and will communicate any additions or deletions from the list by updating a copy of these Authoring Policies found in the on-line help section of the HLC. Please see 'Allowable file types for authored content' below for the current list of allowable files.
- All content must be self-authored and for internal purposes only. Except for content from the A.D.A.M. resource library, content may not be purchased from a third party and uploaded to the Authoring Center without prior written approval from HealthStream, which will be in HealthStream's sole discretion. Further, content uploaded to the Authoring Center should be for internal business purposes only and not for any commercial purposes related to your organization. HealthStream makes no representations or warranties regarding the availability, functionality, security, or performance of any third party content uploaded to or accessed via the Authoring Center as permitted by these policies.
- Only assets that will be used in authored courses may be uploaded to the HealthStream servers. Do not use HealthStream's Authoring Center for general file storage or for other unauthorized purposes.
- Any assets loaded to HealthStream's servers that are or may be out of compliance with the policies detailed above may be deleted at HealthStream's sole discretion.
- Courses that invoke communication features, such as email or ftp, must use standard http/https and sftp/ftp ports and must require no server side technologies such as smtp, asp, Cold Fusion, etc.
- Customers are responsible for keeping back-up copies of all assets published to the Authoring Center. In the event that HealthStream deletes a needed file for a policy violation, restoring this file is the responsibility of the customer. Authoring servers should be used for content delivery and should NOT be the only servers where your files exist.

Allowable file types for authored content

HealthStream reserves the right to delete files that are not of these types for the protection of all authoring customers. Please contact HealthStream Customer Service if you have any questions about these allowable file types.



- .au, audio/basic
- .css, text/css
- .doc, .
- .docm;
- .docx,
- .dotm application/vnd.msword
- .dotx
- .flv, video/x-flv
- .gif, image/gif
- .htm, text/html
- .html, text/html
- .jar, application/java-archive
- .jpe, image/jpeg
- .jpeg, image/jpeg
- .jpg, image/jpeg
- .js, application/x-javascript
- .mov - quicktime movie
- .mp2, video/mpeg
- .mp3, audio/mpeg
- .mp4
- .mpa, video/mpeg
- .mpv2, video/mpeg
- .pdf, application/pdf
- .png, image/png
- .potm - PowerPoint 2007 Macro-Enabled XML Template
- .potx - PowerPoint 2007 XML Template
- .ppam - PowerPoint 2007 Macro-Enabled XML Add-In
- .ppsm - PowerPoint 2007 Macro-Enabled XML Show
- .ppsx - PowerPoint 2007 XML Show
- .ppt, .pptx, application/vnd.ms-powerpoint
- .pptm - PowerPoint 2007 Macro-Enabled XML Presentation
- .pptx - PowerPoint 2007 XML Presentation
- .swf, application/x-shockwave-flash
- .txt, text/plain
- .vsd, .vss, application/visio
- .xhtml, text/html
- .xlam - Excel 2007 XML Macro-Enabled Add-In
- .xls, .xlsx, application/vnd.ms-excel
- .xlsb - Excel 2007 binary workbook (BIFF12)



- .xlsm - Excel 2007 XML Macro-Enabled Workbook
- .xlsx - Excel 2007 XML-Enabled Sheet
- .xltn - Excel 2007 XML Macro-Enabled Template
- .xltx - Excel 2007 XML Template
- .xml, text/html
- .xsd, text/html
- .zip, application/zip (Only when transporting SCORM packages)

SCORM Import Tool Policies and Guidelines

HealthStream's SCORM Import Tool allows Customers to import SCORM conformant content packages to the HLC for use as course material. SCORM is an acronym for 'Sharable Content Object Reference Model.' This learning industry standard is overseen by Advanced Distributed Learning, a research group sponsored by the United States Department of Defense. After import, SCORM content objects are available from the HLC as an Authored SCORM Learning Activity.

Usage Restrictions

- SCORM packages must be standard zip files
- SCORM packages must be less than 100 megabytes.
- The SCORM Package Import Feature may not be used to import 3rd party courses without express written permission from HealthStream.
- The Customer is responsible for providing conformant SCORM packages prior to using the SCORM Package Import Feature. HealthStream strongly recommends that the Customer use the free SCORM package testing application called 'TestTrack' that is available at www.scorm.com to test SCORM packages for conformance prior to using HealthStream's SCORM Import Tool.

HealthStream does not provide support for content created using instructional design creation tools not sold and provided by HealthStream.

HealthStream Administrator Training – Learning (Webinar)

HealthStream will provide training seats via Webinar format as set forth in the Order Details above. Customer may send additional personnel at the standard fee per person or purchase additional seats for training during the term of this Order Form.

Customer may enroll administrators in HealthStream Learning Administrator Training via webinar.

Webinar training consists of 15 hours of webinar instruction broken into several topic areas, with recommended participation in the following order:

- HealthStream Learning - Fundamentals (two (2) two (2)-hour sessions)
- HealthStream Learning - Learning Development (two (2) two (2)-hour sessions)
- HealthStream Learning - Class Management (one (1) two (2)-hour session)
- HealthStream Learning - Enterprise Functionality (one (1) one (1)-hour session)
- HealthStream Learning - Authoring Center (one (1) two (2)-hour session)
- HealthStream Learning - CE Credit Management (one (1) two (2)-hour session)

SafetyQ by HealthStream

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Regulatory compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. This courseware is intended to provide a foundation for mandatory clinical and non-clinical training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

HealthStream ComplyQ

HealthStream ComplyQ provides data-driven actionable insights to identify risk areas and address critical compliance outcomes. Optional assessments identify compliance gaps and areas of risk at the individual level and automatically assign compliance content based on assessment performance.

Compliance requirements can vary across healthcare organizations. Provision of information on regulatory standards in these courses does not certify that the courses wholly or partially address all respective guidelines, standards, and measures that affect a given organization. This courseware is intended to provide a foundation for compliance training to healthcare employees, however it is the responsibility of each organization to review all regulatory courses to determine how the information meets their respective needs. HealthStream makes no representations or warranties that any particular course fulfills the regulatory compliance requirement of any particular healthcare organization, as it is the organization's responsibility to make such final determinations regarding regulatory compliance requirements.

hStream for Learning

hStream is the platform that connects everything in the HealthStream ecosystem and includes applications, services, content, discounts, and other benefits (collectively the "hStream Benefits"). A subscription to hStream for Learning is required for each User accessing any hStream for Learning powered product. The current list of hStream for Learning powered products is [here](#). The current hStream Benefits are listed [here](#). The list of hStream Benefits may change from time to time. hStream for Learning stores individual User learning, education and employment data to, among other things, render a digital portfolio for the benefit of the Customer and each individual User. Customer acknowledges that HealthStream may provide Users with a copy of their individual profile data for accreditation, licensing and the User's personal use.

Additional Terms and Conditions

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1. For applicable credentialing products/subscriptions only:

- a. "Quantity" refers to the number of Providers (as defined herein) being monitored via the respective products/subscription in the Order Details above. "Provider(s)" means individuals, employees, consultants, contractors, clients or agents who are designated by Customer to be verified or a unique provider with an "active" record status in any of Customer's facilities. Providers shall be considered a User per the terms of the MSA (as defined herein). The number of administrative end-users available to Customer ("Administrators") is unlimited. The use of the Software by Users and Administrators is governed by the terms of the MSA. This Section does not apply to the V12 product(s).
- b. Fair Credit Reporting Act (FCRA): To the extent the FCRA applies as related to applicable credentialing products/subscriptions, Customer hereby authorizes HealthStream to act as its authorized representative to independently verify all information regarding a User's credentials and qualifications from original sources, designated equivalent sources when a primary source designates another organization as its agent or from entities that maintain specific credentials information identical to the information of the primary source and to provide such information to the Customer on the User's behalf. Customer will have the sole responsibility for making determinations as to whether the User will be granted membership and/or privileges with the Customer. The Customer has the responsibility to review User Credentialing Information and to immediately report to HealthStream any non-compliant verifications.

To the extent that FCRA applies, Customer certifies that it has taken or will take timely all appropriate steps to comply with the requirements of the FCRA, which shall include but not be limited to:

- Confirming it has a Permissible Purpose for which the Consumer Information will be used and that such information will not be used for any other purpose.
- Certifying that it is a verified entity that is permitted to do business for the Permissible Purpose for which the Consumer Information is provided.
- Confirming that it has (a) obtained written authorization from the individual whose Consumer Information is being requested; (b) provided the individual the required FCRA disclosure in writing; (c) notifying the individual that the Consumer Information requested for employment purposes will be used only for lawful purposes.

For purposes of this FCRA compliance certification, all capitalized terms shall have the same meaning as in the FCRA.

2. Notwithstanding the applicable section of the Agreement (as defined below and including agreements between Customer and a HealthStream-owned entity) outlining the material breach cure period, the cure period for a Customer's failure to make payment within the payment deadline as outlined in the applicable Agreement shall be thirty (30) days.

This Order Form, including all attachments and exhibits hereto, and the use of the Service(s) ordered shall be governed in all cases by the Master Services Agreement (the "Agreement" or "MSA") between Customer and HealthStream, Inc., as amended. Effective September 1, 2023, VerityStream, Inc. merged with HealthStream, Inc. If applicable, any reference to VerityStream, Inc. in the MSA shall mean HealthStream, Inc.

This Order Form is intended by both parties to run for the full term as set forth in the Order Details table above. In the event the Agreement is terminated or expires prior to the expiration of the full term set forth above for each Software or Service, the term of each Software or Service license, or the subscription to the Software or Services shall also expire at that time and the Customer will not recover any fees paid in advance for the applicable Product(s), Software, or Service(s).

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for any part of the term or quantity for that Software, Service(s), or Product(s) that go unused, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each party hereto warrants and represents that this Order Form has been duly authorized by all necessary corporate action and that this Order Form has been duly executed by and constitutes a valid and binding agreement of that party.

HealthStream Inc.

Van Rensselaer Manor

Signature: Deborah B. Shapiro, Sr. Counsel
Deborah B. Shapiro, Sr. Counsel (Jun 5, 2026 14:49:03 EDT)
Email: hstmsigners250k@healthstream.com

Signature: John Wasielewski
John Wasielewski (Jun 5, 2026 07:54:55 EDT)
Email: cmaloney@renesco.com

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1

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date July 14, 2026

Resolution No. G/8

**RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN
NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS -
DEPARTMENT OF MENTAL HEALTH**

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

WHEREAS, Resolution G/185/25 authorized the Department of Mental Health ("Department") to enter into an agreement with automatic renewals with Highmark Western and Northeastern New York, Inc. ("Highmark") to provide mental health services to members for financial reimbursement ; and

WHEREAS, Highmark failed to issue the minimum applicable reimbursement rate per billable claim pursuant to the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate; and

WHEREAS, Resolution G/398/25 authorized the Department to accept a previous Settlement Letter of Agreement to accept a lump sum payment for relevant claims; and

WHEREAS, The Department seeks Legislative approval to enter into a Settlement Letter of Agreement to accept a lump sum payment of \$15,004.49 as payment in full for the shortfall of relevant claims for services provided between January 1, 2025 and December 31, 2025 and paid on or before March 31, 2026; 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:

July 14, 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: Letter of Agreement for Highmark Lump Sum Payment

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 15,004.49 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): one-time lump sum pymt
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: RCDMH is contracted to provide mental health services to members of Highmark. Highmark has determined they underpaid the department on specified claims with service dates 1/1/25 through 12/31/25, and paid to the department through 3/31/26. They seek to reimburse the department the difference, plus interest where applicable, with a lump sum payment of \$15,004.49, that has been approved by NYS regulatory agencies overseeing the mandate.

Department Head

K. Y. Alonzo - Carr
6/11/26

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date May 13, 2025

Resolution No. G/185/25

RESOLUTION AUTHORIZING PROVIDER SERVICES AGREEMENTS WITH HIGHMARK BLUE SHIELD FOR MENTAL HEALTH SERVICES - UNIFIED FAMILY SERVICES DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Rensselaer County Department of Mental Health ("Department") seeks Legislative authorization to enter into Professional Services agreements with Highmark Western and Northeastern New York, Inc. d/b/a Highmark Blue Shield for the purpose of providing mental health services to Highmark Members for financial reimbursement; and

WHEREAS, The Medicare and Professional Services Agreements will commence January 1, 2025 through December 31, 2025 and will automatically renew annually; and

WHEREAS, The revenue source will be designated within the 2025 Rensselaer County Adopted Budget and future subsequent budgets via revenue code A.4320.16201 Mental Health Fees - General; and

WHEREAS, The start and end dates of such agreement, the source of revenue of the same, and the name and address of the contracting party are as follows:

<u>DESCRIPTION/DATES</u>	<u>VENDOR</u>	<u>REVENUE</u> <u>CODE</u>
Reimbursement for Services to Members 1/1/2025-12/31/2025	Highmark Western and Northeastern New York Inc. d/b/a Highmark Blue Shield P.O. Box 898842 Camp Hill, PA 17089-8842	A.4320.16201

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes: 17

Nays: 0

Abstain: 0

May 13, 2025

Please note that this resolution was not received back from the County Executive, therefore pursuant to Section 3.06 (C) of the Rensselaer County Charter, if the County Executive fails to act upon a resolution within the ten day period set forth in Section 3.06(B) of the Rensselaer County Charter, such resolution shall be deemed approved.

Clerk of the Legislature
Sent to County Executive

5/14/25

Received from County Executive

Jessica L. Chavis
Clerk of the Legislature



Executive Action

Approved _____ Date _____

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 13th day of May 2025 and that the same is a true and complete copy thereof. The original resolution(s) were sent to the County Executive on 14th day of May.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 27th day of May, 2025.

Seal


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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/398/25

RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN
NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS -
DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, Resolution G/185/25 authorized the Department of Mental Health ("Department") to enter into an agreement with Highmark Western and Northeastern New York, Inc. ("Highmark") to provide mental health services to members for financial reimbursement; and

WHEREAS, Highmark Western and Northeastern New York, Inc. failed to issue the minimum applicable reimbursement rate per billable claim pursuant to the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate; and

WHEREAS, The Department seeks Legislative authorization to enter into a Settlement Letter of Agreement to accept a lump sum payment of \$14,359.03 as payment in full for the shortfall of relevant claims for services provided between January 1, 2025 and paid on or before July 5, 2025; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

October 14, 2025

Clerk of the Legislature

Sent to County Executive 10/15/25

Received from County Executive 10/16/25

Jessica R. Chast
Clerk of the Legislature



Executive Action

Approved ☒

Date 10/15/25

Disapproved ☐

Veto Message Attached and Returned to Clerk

[Signature]
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 14th day of October, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 16th day of October, 2025, located at 99 Troy Road, East Greenbush, New York, and became effective on the 15th day of August.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 16th day of October, 2025

Seal


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



May 27, 2026

VIA ELECTRONIC MAIL: ependergast@renscony.gov

Rensselaer County Department of Mental Health
1600 Seventh Avenue
Troy, NY 12180-3410

RE: SETTLEMENT FOR NEW YORK STATE BEHAVIORAL HEALTH PRICING MANDATE FOR CLAIMS PAID ON OR BEFORE DECEMBER 31, 2025

Dear Ms. Pendergast,

This letter of agreement ("Agreement") is between Highmark Western and Northeastern New York Inc. ("Highmark") and Rensselaer County Department of Mental Health ("Provider") and is related to the network participation agreement that is in effect between Highmark and Provider (the "Participation Agreement") and the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate ("Mandate"). Highmark and Provider may be referenced individually as a "Party" and collectively as the "Parties." This Agreement is effective the date on which both Parties have executed this Agreement. This Agreement shall memorialize the mutual agreement between Highmark and Provider to the terms and conditions set forth herein. For ease of reference, some terms used in this Agreement are defined below:

- **"Relevant Claims"** means Provider's claims for covered services rendered to Highmark members pursuant to the Participation Agreement on dates of service January 1, 2025 through December 31, 2025, which Highmark paid on or before **March 31, 2026**, and which are itemized on "Attachment A."
- **"Difference"** means the sum of (i) the difference between the allowed amount that Highmark's previously determined for Relevant Claim payments and the minimum applicable reimbursement rate pursuant to the Mandate, plus (ii) any applicable statutory prompt pay interest.

Highmark Western and Northeastern New¹ York Inc., which does business in Western New York as Highmark Blue Cross Blue Shield and in Northeastern New York as Highmark Blue Shield, is an independent licensee of the Blue Cross Blue Shield Association. All references to "Highmark" in this document are references to the Highmark company that is providing the member's health benefits or health benefit administration

- **"Total Settlement Amount"** means Fifteen Thousand Four Dollars and Forty Nine cents (\$15,004.49), which is the total Difference in the aggregate for all Relevant Claims.

Highmark and Provider agree that Highmark shall pay Provider the Difference for all Relevant Claims (as itemized in "Attachment A") in the Total Settlement Amount via ACH wire transfer. Payment of the Total Settlement Amount will be made within thirty (30) days following the later of:

- (i) Highmark's receipt of a fully executed version of this Agreement; or
- (ii) Highmark's receipt of Provider's designated ACH Wire Information and Instructions.

Provider acknowledges and agrees that Highmark's payment of the Total Settlement Amount constitutes the full and final payment and settlement of any and all compensation owed by Highmark to Provider under the Participation Agreement and the Mandate for all of the Relevant Claims ("Settled Matters"). This Settlement pertains only to Relevant Claims.

Provider will not bill, charge, collect a deposit from, seek reimbursement from or have any recourse against Highmark members (or any person other than Highmark) for the Difference on the Relevant Claims.

In consideration of the payment of the Total Settlement Amount, Provider, for itself and its affiliates, directors, officers, employees, successors and assigns, hereby fully and finally releases and forever discharges Highmark and its affiliates, directors, officers, employees, successors and assigns, from and against any and all claims, liabilities, debts, demands, joinders, costs, damages or other causes of action of any kind or nature whatsoever, known or unknown, which it may have, or may claim to have at any time hereafter, directly or indirectly, arising out of or relating to any Settled Matters.

The Parties acknowledge and agree that the terms of this Agreement shall remain strictly confidential and shall not be disclosed to any third party at any time or in any form other than (i) as required by law (including without limitation by Highmark to the New York State Departments of Health or Financial Services or other regulator having jurisdiction); (ii) in an action or other proceeding between the Parties regarding enforcement of the terms of this Agreement; or (iii) by written consent of the other Party.

This Agreement shall be binding upon each of Highmark and Provider and constitutes the entire agreement between Highmark and Provider regarding the subject matter of this Agreement and supersedes all prior written or oral agreements with respect to such subject matter. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of Highmark and Provider. Neither Party may assign this Agreement without the other Party's prior written consent. The rights, duties and obligations of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument. Electronically signed versions of this Agreement shall constitute originals for all purposes.

To the extent not superseded by Federal law, the rights and obligations of Highmark and Provider under this Agreement shall be governed by the laws of the State of New York. The courts of the State of New York shall have exclusive jurisdiction over any and all matters or disputes arising from this Agreement.

Highmark confirms that its systems have been updated to accurately reflect the Mandate pricing effective January 1, 2026. Therefore, no further settlements or adjustments will be necessary to comply with the Mandate for services rendered on or after January 1, 2026.

If the terms of this Agreement reflect Provider's understanding of the agreement between Highmark and Provider, please execute and return a signed copy of this Agreement to Highmark. By signing this Agreement, each of the undersigned represents and warrants to the other Party that he/she/they has or have sufficient authority to bind its respective Party to the terms and conditions of this Agreement, and that such Party has duly authorized such action.

Sincerely,

Highmark Western and Northeastern New York Inc.

By: _____

Printed Name: Gary Kirchof

Title: VP, Provider Contracting & Relations

Email Address: gary.kirchof@highmark.com

Rensselaer County Department of Mental Health ("PROVIDER") ACCEPTANCE AND

AGREEMENT: Provider hereby accepts and enters into this Agreement by its duly authorized signature subscribed below:

By: _____

Printed Name: [Insert Provider Signatory Printed Name]

Title: [Insert Provider Signatory Title]

Email Address: [Insert Provider Signatory Email Address]

ATTACHMENT A

CLAIM NUMBER	Prov Name	FED_TAX_ID	UnderPay	Interest
22163555083	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.55	\$ 4.54
22163699566	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 31.49	\$ 3.13
22167242652	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 31.49	\$ 2.50
22168228614	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.55	\$ 3.37
22168349579	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 9.35
22168349580	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 9.35
22168349581	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 9.35
22168349582	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 9.35
22169286429	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 8.72
22169286430	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 8.72
22169286431	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 8.72
22171454992	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22171454993	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22171454994	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 30.03	\$ -
22171454995	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22171454996	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22171454997	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.35	\$ 2.56
22171454998	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22171454999	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24

Highmark Western and Northeastern New¹ York Inc., which does business in Western New York as Highmark Blue Cross Blue Shield and in Northeastern New York as Highmark Blue Shield, is an independent licensee of the Blue Cross Blue Shield Association. All references to "Highmark" in this document are references to the Highmark company that is providing the member's health benefits or health benefit administration

22171926320	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 129.03	\$ 6.96
22172236161	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.55	\$ 2.37
22173590645	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.55	\$ 2.02
22174027504	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.35
22174027505	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.35
22174027506	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.35
22174668566	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22174668567	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 30.03	\$ -
22174668568	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22174668569	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22174668570	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22174668571	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22175479544	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.55	\$ -
22175479545	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 4.70
22265307714	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 67.73	\$ 6.03
22267127743	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 79.06	\$ 6.26
22267127745	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 216.43	\$ 17.15
22267127746	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 216.43	\$ 17.15
22267127747	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 31.49	\$ 2.50
22268231458	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 16.12
22269162726	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 6.51

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22269162727	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 84.03	\$ 5.72
22269162729	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 14.66
22271326502	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 12.49
22271326509	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 12.18
22272607505	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.48
22272607506	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 10.62
22273862269	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 96.10	\$ 4.04
22273862271	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 96.10	\$ 4.04
22274526241	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22274526242	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 3.65
22274526243	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 96.10	\$ 3.66
22274526245	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 8.42
22274526246	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 8.22
22274526247	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 8.22
22274526248	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 215.42	\$ 8.22
22367141699	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 79.06	\$ 6.26
22367141700	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 51.44	\$ 4.08
22368251712	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 6.98
22371346381	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 5.41
22371346385	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.84
22372632994	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 6.32

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22372632996	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.48
22373890194	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 103.32	\$ 4.35
22374559529	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 45.35	\$ -
22374559530	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22374559531	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 8.42
22374559532	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 30.03	\$ -
22374559533	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22374559534	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22374559535	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22376934257	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 2.45
22463717100	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 31.49	\$ 3.13
22465437229	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 70.86	\$ 6.31
22467263835	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 51.44	\$ 4.08
22467263837	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 29.66	\$ 2.35
22467263837	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 51.44	\$ 4.08
22467263838	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 64.40	\$ 5.10
22467263838	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 84.91	\$ 6.73
22468374168	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 9.35
22469308164	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 8.72
22469308165	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 15.03
22471473857	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.84

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22471473858	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22471473859	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22471473860	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.84
22471473860	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 28.98	\$ 1.64
22471473861	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22471473862	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 28.98	\$ 1.64
22471473862	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 84.03	\$ 4.75
22472764091	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 69.62	\$ 3.43
22472764092	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 10.89
22472764094	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 17.76	\$ 0.88
22472764094	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 30.03	\$ 1.48
22472764095	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 63.52	\$ 3.13
22472764095	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 50.20	\$ 2.48
22472764096	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 63.52	\$ 3.13
22472764096	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 4.83	\$ 0.24
22474019319	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 9.29
22474687964	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 95.64	\$ 3.65
22474687966	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 122.61	\$ 4.68
22474687967	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 122.61	\$ 4.68
22568453060	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 220.87	\$ 16.12
22569385679	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 103.32	\$ 7.03

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22571555650	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22571555655	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22571555657	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 69.62	\$ 3.94
22574104649	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.39
22574774183	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22574774184	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22667512757	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 92.28	\$ 7.31
22674984393	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 91.51	\$ 3.49
22766526722	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 11.71
22768318600	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 10.38
22769471300	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 9.50
22770398065	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 8.81
22773321289	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 6.60
22773683108	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 140.28	\$ 6.23
22863872395	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 49.34	\$ 4.90
22867434892	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 49.34	\$ 3.91
22868545919	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 129.03	\$ 9.42
22869480892	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 8.72
22871653353	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22871653354	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24
22871653355	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 7.24

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22874205200	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.39
22874205202	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 5.39
22874877350	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22874877351	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 4.88
22876666181	RENSSELAER CNTY DEPT MNTL HLT	146002569	\$ 128.07	\$ 3.66
	Totals		\$ 14,230.67	\$ 773.82

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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date July 14, 2026

Resolution No. G/11

RESOLUTION AUTHORIZING GENERATOR REPAIRS - VAN RENSSELAER MANOR

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

WHEREAS, Generator #1 at Van Rensselaer Manor ("VRM") is original to the facility's construction and over 30 years old; and

WHEREAS, The Electronic Modular Control Panel (EMCP) is outdated and unsupported; and

WHEREAS, It is recommended that the EMCP be replaced with an updated EMCP 4.2 panel; and

WHEREAS, VRM has received a proposal from Milton CAT to perform the repairs and replacement; and

WHEREAS, The repair is considered sole source with Milton CAT being the provider who currently services the generator and is the sole vendor certified to program the new EMCP panel; and

WHEREAS, The name and address of the vendor, the source of funding of the same, the total amount to be expended for the service, which shall not exceed budgetary appropriations are as follows;

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Generator #1 Repairs - EMCP	Milton CAT 500 Commerce Dr. Clifton Park, NY 12065	EH.08413.00	\$39,433.96

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign a purchase order for the afore-mentioned project.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

July 14, 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

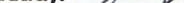
TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☒ P Resolution: ☐

TITLE:

REQUESTED BY: VAN RENSSELAER MANOR

FISCAL IMPACT

- Paid for through Departmental Adopted Budget 2026

Signature (Department Head): 

Maloney, Christopher

From: Holt, Shawn
Sent: Tuesday, June 9, 2026 3:13 PM
To: Maloney, Christopher
Cc: Wasielewski, John
Subject: FW: Control Panel Estimate
Attachments: Van Rensselaer Manor - Replace control panel - 81Z18312.pdf; Generator 1

Attached is a quote to replace the Electronic Modular Control Panel (EMCP) for generator #1 which is out dated and unsupported as stated in the e-mail from the generator technician from Siemens that performed the generator PM this spring. This statement has also been supported before by Milton CAT in the past.

I would like to move forward with this as a sole source because it is a Caterpillar generator and even if another company were to perform the install it would still need to be programmed and started up by Milton CAT to have it warrantied.

I have verified that this pricing includes a stand by generator to support the facility while the work is being done and all applicable wiring tie ins for the project.

Please let me know if there is any further information that is needed to move forward with this project.

Thank you

Shawn Holt
Van Rensselaer Manor Nursing Home
85 Bloomingrove Dr
Troy, NY 12180
SHolt@renscony.gov
518-530-2748

From: Clemmer, Alan <Alan_Clemmer@miltoncat.com>
Sent: Thursday, June 04, 2026 1:23 PM
To: Holt, Shawn <SHolt@renscony.gov>
Cc: Wasielewski, Ted <Ted_wasielewski@miltoncat.com>
Subject: Control Panel Estimate

Warning: Unusual sender <alan_clemmer@miltoncat.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good afternoon Shawn,

Please find the estimate for the control panel replacement attached. If approved, please sign and return the estimate at your earliest convenience. Upon receipt, we will place the parts on order and coordinate scheduling accordingly.

Thank you,

Alan Clemmer

Power Systems Supervisor

500 Commerce Dr. Clifton Park, NY 12065

Office: 518-877-6824

After hours Service: 518-877-8000



Milton

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT211297
ESTIMATE DATE: 6/4/2026
ESTIMATE EXPIRES: 8/3/2026

BILL TO

Van Rensselaer Manor
 85 Bloomingrove Dr
 Troy, NY 12180
 USA

SHIP TO

Van Rensselaer Manor
 85 Bloomingrove Manor
 Troy, NY 12180
 USA

SERVICE CALL		DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR1123304		06/04/2026	6999200	6999200	Clifton Park	Engine	1 of 2
SALES REP		CUSTOMER CONTACT NAME		CUSTOMER CONTACT PHONE	TERMS		
Clemmer, Alan							
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID		MILTON CAT EQID		SMU
AA	3412 EPG	81Z18312			E05463		748
DESCRIPTION					UNIT PRICE	EXTENDED PRICE	

REMOVE AND INSTALL - ELECTRONIC MON SYS/PANEL

This estimate is to remove the existing control panel on your generator and replace it with an updated EMCP 4.2 panel. All work is to be completed during normal business hours from 7.30 am to 4.00 pm Monday through Friday. If any additional work or costs are found work will stop and you will be notified immediately. This estimate includes one remote annunciator. The panel swap takes about a week to complete your generator will be down for the duration of this repair.

Parts

1	Recptacle Kt	5.58	5.58
25	Terminal	2.24	56.00
1	Plug Kt Conn	5.81	5.81
1	Sensor Gp-Pr	271.16	271.16
1	Sensor Gp-Pr	271.16	271.16
8	Relay	37.20	297.60
8	Base-Relay	17.60	140.80
4	Bushing	5.95	23.80
4	Nipple Q	7.18	28.72
25	Terminal	0.33	8.25
300	Tie	0.50	150.00
2	Pin	1.79	3.58
2	Socket	2.30	4.60

Labor

Total Labor 17,100.00

Miscellaneous

1	Environmental Services	701.10	701.10
1	Service Supply Reimbursement	68.80	68.80
264	Mileage	4.25	1,122.00
1	EMCP 4.2 Kit	14,160.00	14,160.00

CONTINUED

CUSTOMER INITIALS

DATE

Milton

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT211297
ESTIMATE DATE: 6/4/2026
ESTIMATE EXPIRES: 8/3/2026

BILL TO

Van Rensselaer Manor
85 Bloomingrove Dr
Troy, NY 12180
USA

SHIP TO

Van Rensselaer Manor
85 Bloomingrove Manor
Troy, NY 12180
USA

SERVICE CALL		DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR1123304		06/04/2026	6999200	6999200	Clifton Park	Engine	2 of 2
SALES REP		CUSTOMER CONTACT NAME		CUSTOMER CONTACT PHONE	TERMS		
Clemmer, Alan							
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID		MILTON CAT EQID	SMU	
AA	3412 EPG	81Z18312			E05463	748	
DESCRIPTION					UNIT PRICE	EXTENDED PRICE	

1	weekly rental 500 kw genset	5,015.00	5,015.00

Total Segment Parts			1,267.06
Total Segment Labor			17,100.00
Total Segment Miscellaneous			21,066.90
Segment Total			39,433.96

Total Invoice Parts 1,267.06
Total Invoice Labor 17,100.00
Total Invoice Miscellaneous 21,066.90

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	39,433.96
------------------------	------------------

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date July 14, 2026

Resolution No. G/19

RESOLUTION AUTHORIZING AGREEMENTS WITH START CHILDREN'S CENTER, INC. FOR FAMILY INTERVENTION SPECIALIST SERVICES - DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, The New York State Office of Children and Family Services (OCFS) mandates the local social services districts to provide preventive services; and

WHEREAS, The Federal Administration for Children and Families approved New York State's Family First Prevention Services Act Prevention Plan which includes keeping children with kin and in family-based settings, the least restrictive environment for their needs and allows for the investment in more preventative, evidence-based programs; and

WHEREAS, Effective December 29, 2022, New York State raised the minimum age of juvenile delinquency jurisdiction from seven to twelve years of age and require that young people receive support services and help from differential response programs to prevent future interactions with the justice system; and

WHEREAS, The Rensselaer County Department of Social Services ("Department") developed a differential response plan which included a description of the type of assessments to be utilized to determine whether services are necessary, a description of services and supports to be provided to reduce the likelihood of children having contact with the juvenile justice and child welfare systems in the future and the process to be followed for planning and monitoring the services offered; and

WHEREAS, Based on the success of this program, the Department wishes to continue the partnership agreements between START Children's Center, Inc. ("START") Rensselaer County, Hoosick Falls Central District/Hoosick Valley Central School District and Brunswick-Brittonkill Central School District/Averill Park Central School; and

WHEREAS, START has a full-time Family Intervention Specialist directly in each of the two school's clusters, to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth's school engagement; and

WHEREAS, The program also works to enhance relationships between the child welfare system and the schools, formulate appropriate interventions as necessary involving truancy, lack of follow through with needed services, food instability, housing instability, and more; and

WHEREAS, The Department is responsible for sixty-two percent (62%) of the total cost of each of the three programs (\$70,000.00 x 2) with the two (2) school district clusters sharing the remaining thirty-eight percent (38%) of the cost equally; and

WHEREAS, START has been identified by the Department in accordance with County Purchasing Procedures as the only source available to provide such service; and

WHEREAS, The program period for the three clusters will follow the school calendar year July 1, 2026 through June 30, 2027; and

WHEREAS, The start and end dates of such agreements, the source of funding of the same, the total amount to be expended over the life of same, which shall not exceed budgetary appropriations, and the names and addresses of the contracting parties are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Family Intervention Specialist Hoosick Falls/Hoosic Valley 7/1/26-6/30/27	START Children's Center 127 Bloominggrove Dr., 2 nd fl Troy, NY 12180	A.6070.04747	\$43,400.00
Family Intervention Specialist Brunswick- Brittonkill/Averill Park 7/1/26-6/30/27	START Children's Center 127 Bloominggrove Dr., 2 nd fl Troy, NY 12180	A.6070.04747	\$43,400.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

July 14, 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 AGREEMENTS WITH START CHILDREN'S CENTER, INC.

Requested by: Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 86,800 current year
\$ similar ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ N/A and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 86,800 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: _____
OCFS mandates local social services districts offer preventive services contracts. Under Family First, the
Department is required to avoid placement or provide the least restrictive placement relative to the
child's needs. START is present in the schools and therefore better able to identify the needs of the child/family
and set up appropriate services.

Department Head

Michael P. McMahon

THIS AGREEMENT is entered into as of this ____ day of _____, 2026, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “County”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2nd Floor North, Troy, New York, hereinafter referred to as “Vendor.”

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “Services”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “Department Head”).

ARTICLE 2. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 at 12:01 a.m. and shall terminate on June 30, 2027 at 11:59 p.m.

ARTICLE 3. COMPENSATION

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the COUNTY’S reasons for objecting to all or any portion of the invoice submitted by Vendor.

A not to exceed cost of \$43,400.00 has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the

performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the COUNTY’S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the

proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate

as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR's compliance with these requirements. Each certificate shall name the County as the certificate holder as follows:

Rensselaer County
Attn.: County Attorney
County Government Center
99 Troy Road
East Greenbush, New York 12061

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
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D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 22. MEDICAID COMPLIANCE

☐ Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF RENSSELAER, NEW YORK

START CHILDREN'S CENTER, INC.

By: _____

Steven F. McLaughlin
County Executive

DATE: _____

By: _____

Kevin Maloney
Executive Director

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Family Intervention Specialist

A Program Partnership between the START Children's Center, Rensselaer County Department of Social Services, Brunswick-Brittonkill Central School District and Averill Park Central School District.

Under the START Children's Center School Partnership Services, prevention programming will be provided through a collaboration between the START Children's Center, Inc., Rensselaer County DSS, Brunswick-Brittonkill Central School District and Averill Park Central School District. A full-time Family Intervention Specialist position, an employee of the Center, will be available which will be shared equally between the Brunswick-Brittonkill Central School District and Averill Park Central School District. The cost will be shared between the two school districts and the Rensselaer County Department of Social Services. The goals of the program will be to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth's school engagement. The program will also work to enhance relationships between the child welfare system and the schools. Circumstances that often lead to a family's involvement in the child welfare system as well as circumstances that often lead to youth school disengagement will be targeted by this program. Appropriate interventions will be formulated. At times these circumstances involve truancy, lack of follow through with needed services, food instability, housing instability and various others. If a family's basic needs aren't met there is a reduced likelihood that a youth will attend and engage in school and an increased likelihood of child welfare system involvement. The program will work to form relationships with families, youth and school staff members. The position under this program will work in conjunction with school personnel and tie in community providers as appropriate and as needed. Increased communication provides for a team approach and pools available resources. The position will be available for crisis support as time allows and will be involved in proactive planning to avoid crisis situations with families as well. For example, if a family is without food the program can provide immediate provisions, but then the program becomes actively involved in helping the family connect with appropriate community resources to help avoid the food shortage from happening again. Reducing child welfare system involvement and increasing school engagement requires a multifaceted approach. This position provides for another resource to address these needs and helps to reduce school personnel time in this area to allow school personnel to focus efforts on other pressing needs.

SCHEDULE B

FEES AND EXPENSES

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,400.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

THIS AGREEMENT is entered into as of this ____ day of _____, 2026, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “**County**”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2nd Floor North, Troy, New York, hereinafter referred to as “**Vendor**.”

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or supply the goods identified in Schedule A, (the “**Services**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

ARTICLE 2. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 at 12:01 a.m. and shall terminate on June 30, 2027 at 11:59 p.m.

ARTICLE 3. COMPENSATION

For satisfactory performance of the services and/or receipt of conforming goods or, as such services or goods may be modified by mutual written agreement, the County agrees to compensate Vendor in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Vendor shall submit to the County a monthly itemized invoice for services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the County may reasonably require. The County will pay the proper amounts due Vendor within sixty (60) days after receipt of an itemized invoice, and if any line item expense is objectionable, Vendor will be notified, in writing, of the **COUNTY’S** reasons for objecting to all or any portion of the invoice submitted by Vendor.

A not to exceed cost of \$43,400.00 has been established for the scope of Services and/or the supply of goods rendered by Vendor. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Legislature, evidenced a certified copy of said legislative resolution and by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County’s authorization is not given in writing prior to the

performance of the **SERVICES** giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the **COUNTY** to enter into this Agreement and the **COUNTY** relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the **COUNTY’S** right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the

proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Rensselaer County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate

as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Vendor shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Rensselaer County Executive. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County, which insurers have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each each occurrence
Automobile liability	\$2,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Vendor shall attach to this Agreement, certificates of insurance evidencing VENDOR's compliance with these requirements. Each certificate shall name the County as the certificate holder as follows:

Rensselaer County
Attn.: County Attorney
County Government Center
99 Troy Road
East Greenbush, New York 12061

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County Attorney at the above-stated address and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the services;

C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the County; and

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
-------------------------	--------------------------

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the County or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Vendor either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement in whole or in part, as provided in this Article, the County may procure, upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any services or goods procured by the County to complete the services herein will be charged to Vendor and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor Claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the County Y by operation of law, the County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that said Vendor has or may have with the County without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interests due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of services in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County Executive of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional services and the amount of compensation and the extension of the time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 22. MEDICAID COMPLIANCE

☐ Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Contractor/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/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF RENSSELAER, NEW YORK

START CHILDREN'S CENTER, INC.

By: _____

Steven F. McLaughlin
County Executive

DATE: _____

By: _____

Kevin Maloney
Executive Director

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Family Intervention Specialist

A Program Partnership between the START Children's Center, Rensselaer County Department of Social Services, Hoosick Falls Central School District and Hoosic Valley Central School District.

Under the START Children's Center School Partnership Services, prevention programming will be provided through a collaboration between the START Children's Center, Inc., Rensselaer County DSS, Hoosick Falls Central School District and Hoosic Valley Central School District. A full-time Family Intervention Specialist position, an employee of the Center, will be available which will be shared equally between the Hoosick Falls Central School District and Hoosic Valley Central School District. The cost will be shared between the two school districts and the Rensselaer County Department of Social Services. The goals of the program will be to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth's school engagement. The program will also work to enhance relationships between the child welfare system and the schools. Circumstances that often lead to a family's involvement in the child welfare system as well as circumstances that often lead to youth school disengagement will be targeted by this program. Appropriate interventions will be formulated. At times these circumstances involve truancy, lack of follow through with needed services, food instability, housing instability and various others. If a family's basic needs aren't met there is a reduced likelihood that a youth will attend and engage in school and an increased likelihood of child welfare system involvement. The program will work to form relationships with families, youth and school staff members. The position under this program will work in conjunction with school personnel and tie in community providers as appropriate and as needed. Increased communication provides for a team approach and pools available resources. The position will be available for crisis support as time allows and will be involved in proactive planning to avoid crisis situations with families as well. For example, if a family is without food the program can provide immediate provisions, but then the program becomes actively involved in helping the family connect with appropriate community resources to help avoid the food shortage from happening again. Reducing child welfare system involvement and increasing school engagement requires a multifaceted approach. This position provides for another resource to address these needs and helps to reduce school personnel time in this area to allow school personnel to focus efforts on other pressing needs.

SCHEDULE B

FEES AND EXPENSES

The Rensselaer County Department of Social Services will reimburse START Children's Center, Inc. an amount not to exceed \$43,400.00 under this agreement, to be paid upon receipt of monthly itemized invoice for services rendered during the prior quarter.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date July 14, 2026

Resolution No. G/20

RESOLUTION AUTHORIZING AN AGREEMENT WITH HUDSON VALLEY COMMUNITY COLLEGE FOR TRAINING AND EDUCATIONAL SERVICES – DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, Social Services Law Section 112 requires Local Social Service Districts to provide a suitable training program for its employees; and

WHEREAS, The Rensselaer County Department of Social Services ("Department") seeks Legislative approval to enter into an agreement with Hudson Valley Community College ("HVCC") for the purpose of training and/or educational services for the Department's employees; and

WHEREAS, The Department and HVCC have worked collaboratively for thirty-six years through the Social Service Education Program to provide training, organizational support, and educational opportunities for Department employees; and

WHEREAS, The proposed activities for the contract period continues this long-standing and successful working relationship between the two organizations; and

WHEREAS, The total project cost is \$119,928.00, twenty-nine percent (29%) of this cost is contributed by HVCC and the remaining seventy-one percent (71%), in the amount of \$85,149.00, is available within the 2026 Rensselaer County Adopted Budget via appropriation code A.6010.04900; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Training and Educational services 7/1/26-6/30/27	Hudson Valley Community College 80 Vandenburg Avenue Troy, NY 12180	A.6010.04900	\$119,928.00

; 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:

July 14, 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 HUDSON VALLEY COMMUNITY COLLEGE

Requested by: DEPARTMENT OF SOCIAL SERVICES

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 119,928 current year
\$ similar ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Total contract \$119,928. HVCC contributes 29%, balance of 71% subject to normal funding streams

a) For federal funding: amount \$ ~34,059 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

b) For state funding: amount \$ 23,841 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 \$ ~27,248 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 Commissioner of Social Services is an authorized Social Service official charged with the responsibility, insofar as funds are available, to provide for suitable training of Social Services employees as authorized under New York State Social Services Law.

Department Head

Michael P. McMahon

SOCIAL SERVICE EDUCATION PROGRAM
*A Joint Program of Hudson Valley Community College and
The Rensselaer County Department of Social Services*

**PROPOSAL FOR THE PERIOD
JULY 1, 2026 THROUGH JUNE 30, 2027**

For the past thirty-six years, the Social Service Education Program (SSEP) has provided academic opportunities, consultation, and training for the employees of the Rensselaer County Department of Social Services. As the Social Service Education Program begins its 37th year, this collaborative endeavor between Hudson Valley Community College (HVCC) and the Rensselaer County Department of Social Services (RCDSS) becomes ever more critical as social services agencies like RCDSS are directly impacted by economic and social issues, a more diverse clientele, and technological and regulatory changes.

For the period July 1, 2026, to June 30, 2027, the Social Service Education Program will again utilize the academic and advisement resources from within Hudson Valley Community College as well as the larger Capital District community to address the educational, training, and organizational development needs of RCDSS and its employees. As one of the top-rated community colleges in the country, Hudson Valley Community College is well-positioned to assist the Rensselaer County Department of Social Services to respond to the changing demands placed on its workforce. The Social Service Education Program will continue to offer monetary, technical, and advisement support to RCDSS employees enrolled in college credit-bearing classes online and on campus.

The SSEP will continue to assist with employee training, program planning, and organizational assessment and planning as needed. RCDSS continues to see a need for training in the areas of self-care, and working in a stressful work environment. The SSEP will work with RCDSS to provide training opportunities for employees in these areas as well as other identified areas of safety, de-escalation, neurobiology and trauma, LGBT diversity training, trauma-informed practice, and addictions training for DSS workers. The SSEP will provide RCDSS employees the opportunity to attend workshops and training offsite on topics relevant to their job responsibilities at RCDSS. Ongoing assessment, planning, and evaluation of SSEP activities will take place through meetings with the Commissioner, Staff Development Coordinator, Supervisors, and employees at RCDSS along with the SSEP Program Coordinator and Program Director from Hudson Valley Community College.

Summary of the accomplishments of the Social Service Education Program for the period July 1, 2025 through June 30, 2026.

EDUCATION

For the past thirty-six years, the Social Service Education Program has provided RCDSS employees the opportunity to take college credit courses through Hudson Valley Community College. In the 2024-2025 academic year, students took part in our in-person and online courses. Students were able to choose the courses that they specifically needed and to meet their degree requirements. The SSEP contract purchased the textbooks for the RCDSS employees who enrolled in HVCC classes. Additionally, the Program Coordinator assists with the course registration and enrollment process. The Rensselaer County Department of Social Services provides tuition waivers for the employees who take these courses. A wide variety of courses are now available to all DSS employees. Many workers have opted to continue their studies in Business, as they are account clerks and wish to advance. We are continuing to encourage employees to enroll in our new micro-credential for individuals interested in being eligible for their CASAC-T. The Chemical Dependency Micro-credential allows students to take the core classes needed to take the CASAC-T exam. This was the fourth year that we were able to accept students into this credential, we are hoping to have more individuals for the next contract year.

TRAINING

- ***Off-Site Training and Conferences***

The SSEP contract provides RCDSS employees with the opportunity to attend off-site conferences, training, workshops, and seminars. During this past contract year, through the financial support of SSEP, RCDSS employees attended the New York State Public Welfare Association Winter and Summer Conferences, the New York State Enhanced Multidisciplinary Team Initiative Conference and the Joining Forces Child Abuse Conference at Albany Medical Center.

- ***Employee Trainings***

In collaboration with the Staff Development Coordinator at DSS, the Program Coordinator oversaw training at DSS that included the following: Stress Management and a new professional development training series which includes Listening that Lowers Resistance, Motivating Change, Verbal De-Escalation for DSS Settings, and Professional Communication Under Pressure. This professional development series will continue into the next contract year.

- ***Consultant Training***

Training to RCDSS Casework staff in the areas of Field Safety and Child Abuse Investigations, and Forensic Interviewing; and Gang Awareness Training.

BUDGET

TITLE

Rens Cty DSS Social Services Education Program

PROJECT CODE

TERM

OBJECT OF EXPENSE

A. PERSONAL SERVICES

1. Personnel	\$31,388	
2. Fringe Benefits	\$11,833	
A3 - Total Personal Services		A3 \$43,221

B. NON-PERSONAL SERVICES

4. Equipment Purchase	\$15,000	
5. Equipment Rental	\$0	
6. Consumable Costs	\$7,500	
7. Staff Travel	\$10,000	
8. Subcontractor/Consultant Cost	\$14,600	
9. Other	\$0	
10. Trainee Stipends	TOTAL:	
11. Trainee Tuition and Fees	TOTAL:	
12. Trainee Travel and Per Diem	TOTAL:	
13. *Total Indirect Cost (Enter Amount from below)	\$29,607	
B14 -Total Non-Personal Costs		B14 \$76,707

C.	TOTAL COST (A3 + B14)	C1	\$119,928
----	-----------------------	----	-----------

D.	1. AMOUNT TO BE REIMBURSED (C1 x RATE)	RATE	D1
		71.00%	\$85,149

* INDIRECT COST CALCULATION-RATE% x BASE (Attach copy of Federally approved rate agreement)

Indirect cost (Federally approved) Rate = 69%
\$31388 (Salary)+ \$11,833 (Fringe*) x .69 = \$29,822

REMARKS

Budget modifications under \$5,000 may be mutually approved by the Staff Development Coordinator of RCDSS and the SSEP Project Director and Comptroller of HVCC. Budget modifications above \$5,000 must be approved by the County Executive or his designee and the President of HVCC or his designee.

NAME	TITLE	BASE SALARY*	% STAFF TIME	TOTAL SALARY CHARGED
Maryanne Pepe	Program Director	\$12,165	100.00%	\$12,165
	250 hours @ 48.66			\$0
				\$0
Ann Ruecker	Program Coordinator			\$0
	7/1/26-8/31/26 \$32.47/hr - 6 hr/wk	\$1,753	100.00%	\$1,753
	9/1/26-6/30/27 \$38.00/hr - 6 hr/wk	\$9,804	100.00%	\$9,804
				\$0
Program Assistant	Program Assistant			\$0
	7/1/26-8/31/26 - \$36.25 - 4hr/wk	\$1,305	100.00%	\$1,305
	9/1/26-6/30/27 - \$36.98 - 4hr/wk	\$6,361	100.00%	\$6,361
Fringe Benefits for Pepe, Ruecker and Program Assistant @ 37.7%		\$10,986		\$11,833
				\$0
				\$0
				\$0
TOTAL ALL PERSONNEL SALARIES				\$31,388
TOTAL FRINGE BENEFITS				\$11,833
A3. TOTAL PERSONAL SERVICES COSTS				\$43,221
EXPLANATION OF FRINGE BENEFIT CALCULATIONS				
Fringe benefits for Pepe, Ruecker, and Program Assistant @ 37.7%				
M. Pepe - \$12,165 x 37.7% = \$4,586.21				
A. Ruecker - \$1,753 + \$9804 = \$11,557 x 37.7% = \$4357				
Program Assistant - \$1,305 + \$6,361 = \$7666 x 37.7% = \$2890				
*SPECIAL SALARY NOTES.				

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date July 14, 2026

Resolution No. G/27

**RESOLUTION OF THE COUNTY OF RENSSELAER, NEW YORK AUTHORIZING THE AMENDMENT OF
ENERGY PERFORMANCE CONTRACT WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS AT
THE VAN RENSSELAER MANOR – VAN RENSSELAER MANOR**

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

WHEREAS, The Van Rensselaer Manor ("Manor"), located in North Greenbush, NY, is a well-respected skilled nursing and rehabilitation facility that has served the Rensselaer County community for over 65 years; and

WHEREAS, The 362-bed long-term nursing care facility was built in 1996 and is operated by the Rensselaer County Department of Social Services; and

WHEREAS, The County of Rensselaer ("County") has recognized the importance of maintaining and modernizing its facilities and infrastructure for the benefit of its residents and overall community; and

WHEREAS, The County has sought and has received the authority from the New York State Department of Health to transform and improve the Manor from its current hospital-like environment, characterized by outdated décor and amenities, into a welcoming, energy efficient residential-style space; and

WHEREAS, By Resolution G/439/25, the County authorized a contract amended in the amount of \$111,742,513.00 for work for the comprehensive renovation of the Manor to enhance the quality of life for its residents, improve the working conditions for staff and ensure the facility remain operable for the residents of Rensselaer County for future years to come; and

WHEREAS, the County seeks to undertake certain additional work in connection with the comprehensive renovation of the Manor, consisting of certain general construction work, mechanical and plumbing systems, and new electrical systems (the "Project"); and

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts for the provision of energy services, including but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain, or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, The County issued a Request for Proposals (RFP-13-37) for a performance-based energy savings and operations plan for various county facilities; and

WHEREAS, Based on the evaluation of the proposals, Siemens Industry, Inc. ("Siemens") was selected to develop and implement a performance-based energy savings and operations plan; and

WHEREAS, The estimated cost of the Project is \$265,246.00; and

RESOLVED, By the County Legislature of Rensselaer County, New York, as follows:

Section 1. In accordance with Section 9-103 of the Act, the County is hereby authorized to enter into a contract amendment with Siemens (the "Agreement") for the Project with an increase of \$265,246.00 in the prior contract amount of \$111,742,513.00.

Section 2. The Chief Fiscal Officer, as Chief Fiscal Officer of the County, is hereby authorized to negotiate and deliver on behalf of the County the Agreement and all other certificates or instruments required in connection therewith, subject to the approval as to form by the County Attorney, and provided, that all amounts payable by the County pursuant to the Agreement shall be subject to annual appropriation of such payments by the County Legislature. The power to prescribe the terms, forms and covenants of the Agreements is hereby delegated to the Chief Fiscal Officer, as Chief Fiscal Officer.

Section 3. This Resolution is not subject to a mandatory or permissive referendum.

Section 4. The County hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Resolution.

Section 5. All acts previously taken by the County with respect to the execution and delivery of the Agreement are hereby further authorized, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

July 14, 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

Amendment No. 7 to Performance Contracting Agreement

Amendment No. 7 ("Amendment") is made this 9th day of July, 2026, by and between Siemens Industry, Inc. ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement 44OP-049794, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No.4, Amendment No.5 and Amendment No.6; dated March 1, 2014 , June 13, 2017, April 7, 2020, August 7, 2020, June 11, 2021, April19, 2024, and September 9, 2025 respectively, between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

PROJECT:

To address changes to the scope of Amendment No. 6.

CLIENT: Rensselaer County
1600 7th Avenue
Troy, NY 12180

DESIGNATED REPRESENTATIVE:
Steve McLaughlin, County Executive
Phone: 518-270-2900, Fax: 518-270-2961

SIEMENS: Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove IL 60089

Local office at:
6 British American Blvd, Suite 104-c
Latham, NY 12120

DESIGNATED REPRESENTATIVE:
Tom Garrett, Account Executive
Phone: 518-424-0768, Fax: 518-782-0476

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.
2. The Parties agree to modify the Agreement as follows (for clarity the underlined items below are added to the Agreement):

Amendment No. 6 - EXHIBIT A – Scope of Work and Services, Article 1: Scope of FIM Work is modified as follows:

1.2.31 General Construction of Building is modified as follows:

Special Construction and Demolition

- Provide selective demolition per design drawings.
- Remove wallpaper as per design drawings.
- Removal of the following systems per design drawings
 - Flooring
 - Ceilings
 - Wall Finishes
 - Existing doors slabs and salvage all hardware for re-use.
 - Millwork
 - Metal Standing Seam Roofing
 - Roof coping at all roofs
 - Decorative Columns and Railings at activity rooms.
- Removal of existing furniture, artwork, and misc. specialties.
- Furnish all material and labor required to cut out, remove, and dispose of existing drywall in select locations and replace affected framing and drywall with new for areas identified in Phase 1 of construction.

1.2.32 Install New Mechanical and Plumbing Systems is modified as follows:

SIEMENS will provide the following HVAC and plumbing upgrades:

Fire Protection – Ceiling Hard Pipes

SIEMENS will remove all existing sprinkler heads in work areas and replace the old ones with new sprinkler heads with flexible sprinkler fitting systems from removed union connection or tee. All work will be performed as per the design drawings.

Furnish and install two 6" butterfly sprinkler isolation valves to replace two existing valves that are compromised. Valves are needed to isolate existing hose cabinets that are to be removed.

Furnish all material and labor required to replace (22) existing sprinkler system pressure reducing valves (PRVs) with butterfly valves as required to conduct all proper testing as per code requirements.

Pipe Insulation

- SIEMENS will furnish all materials and labor to insulate existing piping that currently does not have any insulation installed for areas identified in Phase 1 of construction.

1.2.33 Install New Electrical Systems is modified as follows:

CLIENT selected IT Equipment

SIEMENS will provide the following, or approved equal, IT Equipment and audio-visual system. CLIENT's IT team has selected the items below. SIEMENS will install the selected items and is not responsible for any subscription costs.

- Audio-Video Corporation - Scope modification per CLIENT request – Remove (18) 4K conferencing cameras, (18) X-Series media presentation 50W amplifiers, (18) PoE injectors, (18) 4-Series media presentation controllers, and (36) Saros Integrator 6.5" 2-way in-ceiling white speakers. Provide (18) new LG 65" Pro:Centric WebOS TV and, Pro:idiom B-Lan pillow speakers.
- Acture Solutions
- ePlus Technology Inc.
- First Light
- Safari Micro

The following is inserted at the end of 1.2.33

Variable Frequency Drive (VFD)

- SIEMENS will furnish VFD on the back up CWP in the chiller plant. Model ACH580-BCR-124A-4+F267, NEMA 1 with main input circuit breaker, Eclipse bypass box, service switch rated 124 AMPS, 100HP, 480V/3PM. Installation completed in the SIEMENS Maintenance Services Program.

The following is inserted:

1.2.40 PT/OT Area Modification

Furnish all labor and material required to provide changes to OT/PT as per SRA/CHA PTOT Layout V2 sketch dated 6/16/26. Changes are inclusive of millwork changes at staff seating/office area, additional shelving at laundry and solid surface counter tops at employee work area. Furnish and install dishwasher, refrigerator, microwave, and range as specified in kitchen area. Provide all associated power, and data to accommodate all relocations, added equipment and workstations. Relocate time clock with all associated and required connections. Furnish and install all required plumbing inclusive of instant hot water tanks, under sink drain pumps, and all associated piping required for appliances and sink connections.

Exhibit B – Payment Schedules is modified as follows:

Amendment 6, Item 1.1 FIM Work Payment Schedule, is modified as follows:

As full consideration of the Work as described in this Amendment 6, the CLIENT shall pay to SIEMENS ~~One Hundred and Eleven Million, Seven Hundred Forty Two Thousand, Five Hundred Thirteen Dollars One~~

Hundred Twelve Million, Seven Thousand, Seven Hundred Sixty Five Dollars (\$111,742,513 \$112,007,765), plus taxes, if applicable.

SIEMENS reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.

Amendment 6, Table B.1.3 is modified as follows.

Table B.1.3 – FIM Work Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Schedule
Project development, engineering, mobilization including bond and insurance coverage	\$8,939,401	8%	Within ten (10) days of execution of this Amendment 6.
Monthly Construction Progress Payments	\$102,803,112 \$103,068,364	92%	Based on Approved Schedule of Values and Monthly Construction Progress Reports
PROJECT TOTAL:	\$111,742,513 \$112,007,765	100%	

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

CLIENT: Rensselaer County

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____

Signature: _____
Printed Name: _____
Title: _____

Signature: _____
Printed Name: _____
Title: _____