Social Services Committee

TUESDAY, February 4, 2025

INDEX OF RESOLUTIONS:		
COMMITTEE	**RESOLUTION**	**TITLE**
SS/C/B/R	**G/8**	**RESOLUTION AUTHORIZING AN AGREEMENT WITH COLLAR CITY PODIATRY – VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/B/R	**G/11**	**RESOLUTION AUTHORIZING THE RENSSELAER COUNTY EXECUTIVE TO RESERVE THE INTEREST INCOME OF THE EH FUND TO THE NURSING HOME EQUIPMENT CAPITAL RESERVE FUND FOR YEAR 2024 – VAN RENSSELAER MANOR** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**
SS/C/B/R	**G/14**	**RESOLUTION AUTHORIZING SUPPORTED HOUSING AGREEMENTS AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH** **Motion Made By:** **Seconded By:** **Moved:** **Notes:**

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** February 11, 2025

Resolution No. G/8

RESOLUTION AUTHORIZING AN AGREEMENT WITH COLLAR CITY PODIATRY – VAN RENSSELAER MANOR

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

WHEREAS, Van Rensselaer Manor ("Facility") is required by regulation to provide podiatry services as ordered by the primary care physicians; and

WHEREAS, The Facility has historically utilized the services provided by Collar City Podiatry for many years who have provided reliable service to the residents during that time; and

WHEREAS, Collar City Podiatry has been willing to provide the facility with on-site visits to prevent residents from having to be transported out to the office; and

WHEREAS, Van Rensselaer Manor seeks to re-enter into a five year agreement with Collar City Podiatry to provide a mobile podiatrist to treat the residents of the facility according to physician's orders; and

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

DESCRIPTION/DATES	VENDOR	APPROPRIATION CODE	AMOUNT
Podiatry Services 01/01/2025 – 12/31/2029)	Collar City Podiatry 500 Federal Street Troy, NY 12180	EH.07280.29	2025 – $35,000 2026 - $35,000 2027 - $35,000 2028 - $35,000 2029 - $35,000

; now, therefore, be it

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

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:
February 11, 2025

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

_____
Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

_____
County Executive

RENSSELAER COUNTY
VAN RENSSELAER MANOR
85BLOOMINGROVE DRIVE
TROY, NEW YORK 12180

AGREEMENT

PARTIES

AGREEMENT by and between Rensselaer County-Van Rensselaer Manor 85 Bloomingrove Drive, Troy, New York and **Collar City Podiatry LLC** with offices located at 500 Federal Street, Suite 304, Troy, New York 12180.

SERVICES

WHEREAS, a Doctor of podiatric medicine is included within the definition of "Physician", but only with respect to those functions which he or she is legally authorized to perform in the state in which he or she performs them, and

WHEREAS, this means that the professional services provided by a Doctor of podiatric medicine within the scope of his or her applicable state license.

The parties agree that Collar City Podiatry LLC may provide podiatric services to residents of Van Rensselaer Manor on an as needed basis subject to the terms and conditions set forth herein below.

CONSIDERATION

The parties further agree, Collar City Podiatry LLC will bill the facility at the hourly rate and annual not to exceed amount listed below for professional services rendered to residents at the facility.

Year 2025	$250 per hour with an annual amount not to exceed	$35,000.00
Year 2026	$250 per hour with an annual amount not to exceed	$35,000.00
Year 2027	$250 per hour with an annual amount not to exceed	$35,000.00
Year 2028	$250 per hour with an annual amount not to exceed	$35,000.00
Year 2029	$250 per hour with an annual amount not to exceed	$35,000.00

The total amount paid during the contract term shall not exceed $175,000.00

The hourly rate will include time spent to provide the appropriate medical record information in resident charts. No resident of Van Rensselaer Manor, nor any family member of such resident or other person acting on behalf of the resident, shall be billed, by Collar City Podiatry LLC for any services provided to such resident, while a resident of Van Rensselaer Manor. This also includes third party insurance companies such as Medicare Part-B, regardless of financial class of the resident

TERM

This agreement shall begin on **January 1, 2025** and expire on **December 31, 2029.** Van Rensselaer Manor or Collar City Podiatry LLC may terminate this agreement with thirty (30) days written notice.

HOLD HARMLESS PROVISION

The parties further agree and acknowledge that the services to be provided by Collar City Podiatry LLC pursuant to the terms and conditions of this agreement are provided as an independent contractor and not as an agent or employee of the County of Rensselaer. Accordingly, Collar City Podiatry LLC agrees to indemnify and hold harmless the County from and against any and all claims or causes of action arising directly or indirectly from any act or omission on the part of Collar City Podiatry LLC which may occur during the course of performing such services. Collar City Podiatry LLC further agrees to furnish to the County proof of professional liability coverage with liability limits reasonably satisfactory to the County.

The podiatrist will document and record treatments on the patient progress sheet Suggestions for systemic medications or more intensive treatment will be subject to approval by the attending Physician.

A record of attendance and schedule of patients to be seen will be maintained in the Nursing office, and the respective Nursing station. State and Federal laws prohibit discrimination based on race, creed, color, national origin, sexual preference or sponsor.

This Agreement constitutes the entire understanding between the parties and no waiver or modification of the terms hereof shall be valid unless in writing signed by the facility Administrator.

Notw ithstanding any other provisions in the contact, the Facility remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations.

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

MEDICAHD COMPLIANCE: Collar City Podiatry 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.
Collar City Podiatry 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

ln the event that an excluded party is discovered by Collar City Podiatry, said Collar City Podiatry 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 Collar City Podiatry fails to fulfill its obligations under this section.

CANCELLATION: This agreement can be canceled by either party with thirty (30) days written notice.

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

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

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

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

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

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

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

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

COLLAR CITY PODIATRY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), by and between Collar City Podiatry L.L.C. ("Covered Entity') having its principle place of business at 500 Federal Street, Suite 304, Troy, New York 12180, and the County of Rensselaer ("Business Associate"), on behalf of Van Rensselaer Manor, and having its principle place of business at 99 Troy Road, East Greenbush, New York 12061 ~~Mobile imaging~~ Collar City Podiatry and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

I. Term. This Agreement begins on January l, 2025 and expires on December 31, 2029.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner-that such sections apply to-the covered entity; -- -

(b) Not use or further disclose the **PHI**, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had Mobile Imagining done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to Mobile Imagine any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

G) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments • or corrections to **PHI** when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. **Termination Upon Breach of** Provisions. Notwithstanding any other provision of this Agreement, either Party may immediately terminate this Agreement if it determines that the other Party breaches any term in this Agreement. Either Party may give written notice to other Party in the event of a breach and give the other Party five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of P:rotected **Health Information upon Termination.** Upon the termination of this Agreement, .unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any - form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Maloney, Christopher

From: Willson, Gerald
Sent: December 18, 2024 8:24 AM
To: Maloney, Christopher
Subject: FW: Podiatry Services

Thanks,

Gerry Willson Jr.
Associate Account Clerk
Van Rensselaer Manor Nursing Facility
85 Bloomingrove Drive
Troy, NY 12180

From: Anna Kupriyeva <annak@albanyfoot.com>
Sent: Friday, November 8, 2024 4:58 PM
To: Willson, Gerald <GWillson@rensco.com>
Subject: Podiatry Services

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Wilson

Thank you for reaching out with the opportunity to provide podiatric care to the residents of Van Rensselaer Manor. We are honored to be considered for this role and would love to learn more about the specific needs of your residents and how Albany Family Foot and Ankle Services can contribute to their well-being.

Our practice specializes in minimally invasive procedures, preventative care, and comprehensive foot and ankle treatment, which we believe could be highly beneficial to the residents of Van Rensselaer Manor. However, at this time, we primarily focus on treating patients within our clinic and do not currently provide off-site care.

We would be delighted to assist your residents with podiatric evaluations and treatments at our office, ensuring they receive specialized, high-quality care tailored to their unique needs. If this could be an option, please let us know, and we would be happy to facilitate any necessary arrangements.

Thank you again for considering Albany Family Foot and Ankle Services. Please feel free to reach out with any further questions or to explore how we can best support your residents.

Warm regards,
Dr. Anna Kupriyeva
Albany Family Foot and Ankle Services

BUSINESS ASSOCIATE AGREEMENT

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

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Collar City Podiatry LLC**.

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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

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

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

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

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

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

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

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

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

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

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

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

Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make

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

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of

this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12961
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 500 Federal Street, Suite 304, Troy, New York 12180
Attention: Richard Altwerger. DPM
Phone: 518-272-8637

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

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

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

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

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.6 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Collar City Podiatry LLC, (Business Associate).

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

Description of the Incident:

_____
_____
_____
_____
_____
_____

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

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

_____
_____
_____

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

_____
_____
_____

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

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING THE RENSSELAER COUNTY EXECUTIVE TO CONTRACT WITH COLLAR CITY PODIATRY - VAN RENSSELAER MANOR

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $35,000 (annually)
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ _____ and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ _____ and length of time Federal Funding is available _____.
   Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): Existing 2025 Budget
3) Is this expense program mandated? YES: ☑ NO ☐
4) Length of expense or project (one time only, ongoing, etc.): January 1, 2025 - December 31, 2029
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using Adopted Budgets for years 2025 - 2029.

Signature (Department Head): _____

Maloney, Christopher

From: Willson, Gerald
Sent: December 18, 2024 8:25 AM
To: Maloney, Christopher
Subject: FW: re: Podiatry Services

Didn't receive a response from this company.

Thanks,

Gerry Willson Jr.
Associate Account Clerk
Van Rensselaer Manor Nursing Facility
85 Bloomingrove Drive
Troy, NY 12180

From: Willson, Gerald
Sent: Friday, November 8, 2024 12:07 PM
To: OfficeAdmin@albanypodiatry.com
Subject: re: Podiatry Services

Good Afternoon,

My name is Gerry Willson and I work at Van Rensselaer Manor. We are 362 bed governmental skilled nursing facility located in Troy, New York. In accordance with NYS Municipal law and Rensselaer County purchasing policies, we are requesting a quote to provide direct resident care in the area of Podiatry to residents of Van Rensselaer Manor**.**

Description of Services

Van Rensselaer Manor is requesting the services of a licensed Podiatrist to provide podiatric care to the Residents at the Van Rensselaer Manor. This request would require an on-site Podiatrist to attend the resident's needs at the facility for approximately 3.5 hour per week.

Award of Contract

Award of the contract will be made to the most qualified firm on or before January 1, 2025.

Annual amount would not exceed $35,000 and term or agreements would be January 1, 2025 -December 31, 2029.

Please feel free to reach out with any questions.

Thanks,

Gerry Willson Jr.
Associate Account Clerk
Van Rensselaer Manor Nursing Facility
85 Bloomingrove Drive
Troy, NY 12180

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** February 11, 2025

Resolution No. G/11

RESOLUTION AUTHORIZING THE RENSSELAER COUNTY EXECUTIVE TO RESERVE THE INTEREST INCOME OF THE EH FUND TO THE NURSING HOME EQUIPMENT CAPITAL RESERVE FUND FOR YEAR 2024 – VAN RENSSELAER MANOR

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

WHEREAS, An element of Rensselaer County's dedication to providing the highest level of care possible for the elderly population residing in the Van Rensselaer Manor, the county nursing home routinely acquires and replaces equipment for nursing home daily operations; and

WHEREAS, Van Rensselaer Manor was authorized by Resolution nos. G/92/20, G/67/21, G/127/23 and G/62/24 to reserve monies from the interest income earned from interest-bearing deposits belonging to the EH Fund; and

WHEREAS, Van Rensselaer Manor requests to reserve the interest earned in 2024 to the Nursing Home Equipment Capital Reserve Fund; and

WHEREAS, Earned interest consists of $1,874,661.73 general interest income earned from an interest-bearing account; now, therefore, be it

RESOLVED, That the Rensselaer County Executive is authorized to reserve the above referenced monies to the Nursing Home Equipment Capital Reserve Fund at end of year 2024 and the fund balance shall be and hereby amended as follows:

HOSPITAL FUND OTHER SOURCES

CODE/DESCRIPTION	PRESENT	CHANGE	REVISED
EH.2291.00			
Capital Reserve	$1,593,124.52	$1,874,661.73	$3,467,786.25

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
February 11, 2025

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

Van Rensselaer Manor
Nursing Home Equipment Reserve Fund

Resolution	Date	Action	Descriptions	Amount	Balance	YE Balance	Year
G/92/20	3/10/2020	Initial	Interest Income - 2019	$836,606.03		**$836,606**	**2019 YE**
G/417/20	11/10/2020	Used	Security Camera System - Acture Solutions	($291,667.86)	**$544,938.17**		2020
G/67/21	3/9/2021	Add	Interest Income - 2020	$428,722.79	**$973,660.96**	**$973,661**	**2020 YE**
G/205/21	6/8/2021	Used	Security Camera System - Add one camera	($4,006.31)	**$969,654.65**		2021
G/325/21	9/14/2021	Used	Otis Elevators	($519,140.00)	**$450,514.65**		2021
G/368/21	10/12/2021	Used	WIFI - Acture Solutions	($82,614.00)	**$367,900.65**		2021
G/402/21	11/9/2021	Used	Accrodian Doors for Residents' Bathroom	($79,200.00)	**$288,700.65**		2021
		Voided	Accrodian Doors for Residents' Bathroom	$79,200.00	**$367,900.65**		2021
G/507/21	12/21/2021	Add	Transfer from Fund Balance	$100,000.00	**$467,900.65**		
G/83/22	3/8/2022	Add	Interest Income - 2021	$130,434.66	**$598,335.31**	**$598,335**	**2021 YE**
G/85/22	3/8/2022	Used	Security Camera System - Add 4 cameras	($19,559.00)	**$578,776.31**		2022
G/140/22	4/12/2022	Used	Nurse Call System (A2, B1, B3, C3)	($249,999.86)	**$328,776.45**		2022
G/234/22	6/14/2022	Used	Two Chevrolet Equinox	($48,804.06)	**$279,972.39**		2022
G/127/23	4/11/2023	Add	Interest Income - 2022	$153,630.69	**$433,603.08**	**$433,603**	**2022 YE**
G/332/23	9/12/2023	Used	Plow Truck	($58,237.99)	**$375,365.09**		2023
G/62/24	2/13/2024	Add	Interest Income - 2023	$1,411,345.31	**$1,786,710.40**	**$1,786,710**	**2023 YE**
G/257/24	6/11/2024	Used	2 x E350 Transit Vans	($149,636.88)	**$1,637,073.52**		
G/440/24	11/12/2024	Used	Steamer	($27,055.00)	**$1,610,018.52**		
G/445/24	11/12/2024	Used	Dump Body	($16,894.00)	**$1,593,124.52**		
G/xx/25		Add	Interest Income - 2024	$1,874,661.73	**$3,467,786.25**	**$3,467,786**	**2024 YE**

2023 Balance	$1,786,710.40
2024 Balance	$3,467,786.25
2023 YE Adjustment	**$1,681,075.85**

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation:__Authorizing the Rensselaer County Executive to Reserve the Interest Income of the EH Fund to the Nursing Home Equipment Capital Reserve Fund

Requested by:_John Wasielewski, Executive Director_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: N/A

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

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

   b) For state funding: amount $____N/A_____ 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 $_____N/A_____
   Total projected interest costs $_____

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

   e) Other (please explain) _N/A_____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This resolution will reserve the interest income $1,874,661.73 received during year 2024 to Nursing Home Equipment Capital Reserve Fund at end of year 2024.

Department Head: _____

VAN RENSSELAER MANOR
INTEREST INCOME - CAPITAL RESERVE 2024

G/L Date	G/L Account	Journal Number	Transaction Description	Debit	Credit	Source
02/12/2024	EH.0000.5177	2024-00001015	batch #0257 2/12/2024		$434.07	Collections
02/12/2024	EH.0000.5177	2024-00001016	Batch #0257 2/12/2024		$37,595.15	Collections
02/12/2024	EH.0000.5177	2024-00001021	BATCH #0255 2/12/24		$560.00	Collections
02/12/2024	EH.0000.5177	2024-00001024	BATCH #0255 2/12/24		$364.89	Collections
02/12/2024	EH.0000.5177	2024-00001026	BATCH #0255 2/12/24		$636.35	Collections
02/12/2024	EH.0000.5177	2024-00001028	BATCH #0255 2/12/24		$5,045.32	Collections
03/04/2024	EH.0000.5177	2024-00001586	Batch #0357 3/4/2024		$489.15	Collections
03/04/2024	EH.0000.5177	2024-00001649	Batch #0356 3/4/2024		$48.64	Collections
03/04/2024	EH.0000.5177	2024-00001656	Batch #0356 3/4/2024		$342.30	Collections
03/04/2024	EH.0000.5177	2024-00001658	Batch #0356 3/4/2024		$600.73	Collections
03/04/2024	EH.0000.5177	2024-00001660	Batch #0356 3/4/2024		$3,028.73	Collections
03/05/2024	EH.0000.5177	2024-00001670	Batch #0362 3/5/2024		$35,049.73	Collections
04/02/2024	EH.0000.5177	2024-00002444	BATCH #0499 4/2/24		$572.92	Collections
04/02/2024	EH.0000.5177	2024-00002446	BATCH #0499 4/2/24		$37,269.46	Collections
04/02/2024	EH.0000.5177	2024-00002447	BATCH #0498 4/2/24		$149.87	Collections
04/02/2024	EH.0000.5177	2024-00002453	BATCH #0498 4/2/24		$647.83	Collections
04/03/2024	EH.0000.5177	2024-00002517	BATCH #0504 04/03/24		$366.84	Collections
04/03/2024	EH.0000.5177	2024-00002519	BATCH #0504 4/3/24		$3,949.31	Collections
05/06/2024	EH.0000.5177	2024-00003386	BATCH #0674 5/6/24		$626.04	Collections
05/06/2024	EH.0000.5177	2024-00003388	BATCH #0674 5/6/24		$36,014.82	Collections
05/06/2024	EH.0000.5177	2024-00003429	BATCCH #0675 5/6/24		$75.60	Collections
05/06/2024	EH.0000.5177	2024-00003435	BATCH #0675 5/6/24		$314.23	Collections
05/06/2024	EH.0000.5177	2024-00003437	BATCH #0675 5/6/24		$632.73	Collections
05/06/2024	EH.0000.5177	2024-00003439	BATCH #0675 5/6/24		$1,405.38	Collections
06/04/2024	EH.0000.5177	2024-00004239	Batch #0816 6/4/2024		$429.12	Collections
06/04/2024	EH.0000.5177	2024-00004241	Batch #0816 6/4/2024		$36,443.12	Collections
06/04/2024	EH.0000.5177	2024-00004255	BATCH #0817 6/4/24		$320.69	Collections
06/04/2024	EH.0000.5177	2024-00004261	BATCH #0817 6/4/24		$117.44	Collections
06/04/2024	EH.0000.5177	2024-00004263	BATCH #0817 6/4/24		$659.77	Collections
06/04/2024	EH.0000.5177	2024-00004265	BATCH #0817 6/4/24		$4,711.08	Collections
07/02/2024	EH.0000.5177	2024-00005055	Batch #0941 7/2/2024		$199.25	Collections
07/02/2024	EH.0000.5177	2024-00005071	Batch #0942 7/2/2024		$644.41	Collections
07/03/2024	EH.0000.5177	2024-00005078	Batch #0950 7/3/2024		$148.94	Collections
07/03/2024	EH.0000.5177	2024-00005080	Batch #0950 7/3/2024		$113.97	Collections
07/03/2024	EH.0000.5177	2024-00005081	Batch #0950 7/3/2024		$12,623.01	Collections
07/08/2024	EH.0000.5177	2024-00005143	Batch #0966 7/8/2024		$23,778.56	Collections
08/05/2024	EH.0000.5177	2024-00005872	BATCH #1101 8/5/24		$396.04	Collections
08/05/2024	EH.0000.5177	2024-00005873	BATCH #1101 8/5/24		$19,585.15	Collections
08/05/2024	EH.0000.5177	2024-00005878	BATCH #1100 8/5/24		$142.74	Collections
08/05/2024	EH.0000.5177	2024-00005882	BATCH 31100 8/5/24		$671.98	Collections
08/05/2024	EH.0000.5177	2024-00005883	BATCH #1100 8/5/24		$1,560.97	Collections
08/06/2024	EH.0000.5177	2024-00005965	BATCH #1109 8/6/24		$118.08	Collections
09/04/2024	EH.0000.5177	2024-00006643	Batch #1241 9/4/2024		$175.23	Collections
09/04/2024	EH.0000.5177	2024-00006651	BATCH #1240 9/4/24		$92.45	Collections
09/04/2024	EH.0000.5177	2024-00006659	BATCH #1240 9/4/24		$11,972.70	Collections
09/05/2024	EH.0000.5177	2024-00006699	Batch #1250 9/5/2024		$19,111.23	Collections
09/05/2024	EH.0000.5177	2024-00006750	BATCH #1249 9/5/24		$678.30	Collections
09/30/2024	EH.0000.5177	2024-00007447	Batch #1360 9/30/2024		$118.41	Collections
10/02/2024	EH.0000.5177	2024-00007484	Batch #1372 10/2/2024		$367.75	Collections
10/02/2024	EH.0000.5177	2024-00007486	Batch #1372 10/2/2024		$112.07	Collections
10/02/2024	EH.0000.5177	2024-00007488	Batch #1372 10/2/2024		$4,267.09	Collections
10/03/2024	EH.0000.5177	2024-00007542	Batch #1384 10/3/2024		$258.45	Collections
10/03/2024	EH.0000.5177	2024-00007544	Batch #1384 10/3/2024		$14,362.77	Collections
10/03/2024	EH.0000.5177	2024-00007554	Batch #1383 10/3/2024		$795.25	Collections
11/04/2024	EH.0000.5177	2024-00008469	Batch #1536 11/4/2024		$106.75	Collections
11/04/2024	EH.0000.5177	2024-00008474	Batch #1536 11/4/2024		$863.43	Collections
11/06/2024	EH.0000.5177	2024-00008547	Batch #1541 11/6/2024		$254.81	Collections
11/06/2024	EH.0000.5177	2024-00008549	Batch #1541 11/6/2024		$104.39	Collections
11/06/2024	EH.0000.5177	2024-00008555	Batch #1541 11/6/2024		$14,288.88	Collections
11/06/2024	EH.0000.5177	2024-00008590	Batch #1541 11/6/2024		$2,029.88	Collections
11/13/2024	EH.0000.5177	2024-00008692	Batch #1574 11/13/2024		$0.01	Collections
12/04/2024	EH.0000.5177	2024-00009388	Batch #1692 12/4/2024		$178.36	Collections
12/04/2024	EH.0000.5177	2024-00009390	Batch #1692 12/4/2024		$76,291.15	Collections
12/04/2024	EH.0000.5177	2024-00009426	Batch #1691 12/4/2024		$100.38	Collections
12/04/2024	EH.0000.5177	2024-00009428	Batch #1691 12/4/2024		$897.66	Collections

VAN RENSSELAER MANOR
INTEREST INCOME - CAPITAL RESERVE 2024

G/L Date	G/L Account	Journal Number	Transaction Description	Debit	Credit	Source
12/05/2024	EH.0000.5177	2024-00009497	Batch #1701 12/5/2024		$253.86	Collections
12/05/2024	EH.0000.5177	2024-00009501	Batch #1701 12/5/2024		$13,244.22	Collections
12/20/2024	EH.0000.5177	2024-00009987	Batch #1801 12/20/2024		$0.01	Collections
12/31/2024	EH.0000.5177	2024-00010242	Batch #1851 12/31/2024		$206.56	Collections
12/31/2024	EH.0000.5177	2024-00010243	Batch #1851 12/31/2024		$226.90	Collections
12/31/2024	EH.0000.5177	2024-00010246	Batch #1851 12/31/2024		$94.67	Collections
12/31/2024	EH.0000.5177	2024-00010248	Batch #1851 12/31/2024		$908.99	Collections
12/31/2024	EH.0000.5177	2024-00010250	Batch #1851 12/31/2024		$13,855.65	Collections
12/31/2024	EH.0000.5177	2024-00010255	Batch #1851 12/31/2024		$74,096.35	Collections
12/31/2024	EH.0000.5177	2024-00010229	Dec 2024 Int on XXXX2816		$18,393.98	DWF 1/6/25
10/07/2024	EH.0000.5177	2024-00007650	Sep 2024 Int on XXXX2816		$17,617.78	EJS 10/7/24
11/06/2024	EH.0000.5177	2024-00008509	Oct 2024 Int on XXXX2816		$18,267.12	EJS 11/6/24
12/09/2024	EH.0000.5177	2024-00009557	Nov 2024 Int on XXXX2816		$17,740.15	EJS 12/9/24
02/13/2024	EH.0000.5177	2024-00001066	Jan 2024 Int on XXXX2816		$17,707.94	EJS 2/13/24
03/05/2024	EH.0000.5177	2024-00001633	Feb 2024 Int on XXXX2816		$16,623.87	EJS 3/5/24
04/03/2024	EH.0000.5177	2024-00002507	Mar 2024 Int on XXXX2816		$17,828.91	EJS 4/3/24
05/06/2024	EH.0000.5177	2024-00003399	Apr 2024 Int on XXXX2816		$17,314.57	EJS 5/6/24
06/04/2024	EH.0000.5177	2024-00004250	Jun 2024 Int on XXXX2816		$17,952.74	EJS 6/4/24
07/08/2024	EH.0000.5177	2024-00005155	Jul 2024 Int on XXXX2816		$17,434.83	EJS 7/8/24
08/06/2024	EH.0000.5177	2024-00005917	May 2024 Int on XXXX2816		$18,077.43	EJS 8/6/24
09/05/2024	EH.0000.5177	2024-00006716	Aug2024 Int on XXXX2816		$18,141.12	EJS 9/5/24
11/04/2024	EH.0000.5177	2024-00008456	INT ON VRM CDAR 2412		$444,461.84	EJS 11/4/24
11/04/2024	EH.0000.5177	2024-00008456	INT ON VRM CDAR 3644		$444,461.83	EJS 11/4/24
11/04/2024	EH.0000.5177	2024-00008456	INT ON VRM CDAR 0855		$224,583.10	EJS 11/4/24
12/31/2024	EH.0000.5177	2024-0000XXXX	INT ON $10MM COMMUNITY BANK CD		$28,845.51	
01/31/2024	EH.0000.5177	2024-00002363	NBT Pension Monthly Interest		$0.65	SJ-8
02/29/2024	EH.0000.5177	2024-00002367	NBT Pension Monthly Interest		$0.44	SJ-8
03/31/2024	EH.0000.5177	2024-00003093	NBT Pension Monthly Interest		$0.92	SJ-8
04/30/2024	EH.0000.5177	2024-00003776	NBT Pension Monthly Interest		$0.77	SJ-8
05/31/2024	EH.0000.5177	2024-00004795	NBT Pension Monthly Interest		$0.94	SJ-8
06/30/2024	EH.0000.5177	2024-00006356	NBT Pension Monthly Interest		$0.78	SJ-8
07/31/2024	EH.0000.5177	2024-00006372	NBT Pension Monthly Interest		$0.78	SJ-8
08/31/2024	EH.0000.5177	2024-00007159	NBT Pension Monthly Interest		$1.03	SJ-8
09/30/2024	EH.0000.5177	2024-00008220	NBT Pension Monthly Interest		$1.12	SJ-8
10/31/2024	EH.0000.5177	2024-00009183	NBT Pension Monthly Interest		$0.72	SJ-8
11/30/2024	EH.0000.5177	2024-00009975	NBT Pension Monthly Interest		$0.96	SJ-8
12/31/2024	EH.0000.5177	2024-0000XXXX	NBT Pension Monthly Interest		$0.88	SJ-8
					$1,874,661.73	

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services **Committee** **Date** February 11, 2025

Resolution No. G/14

RESOLUTION AUTHORIZING SUPPORTED HOUSING AGREEMENTS AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Department of Mental Health ("Department") acts as a conduit for monies from the New York State Office Mental Health ("OMH") and various service providers operating in the County and County operated programming; and

WHEREAS, The Department requests Legislative authorization to enter into agreements for the approved 2025 funding levels from the respective State funding agencies with the following provider(s) for the period January 1, 2025 to December 31, 2025, for the purpose of contracted services; and

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

DESCRIPTION AND DATES	**VENDOR**	**APPROPRIATION CODE**	**AMOUNT NOT TO EXCEED**
Supported Housing (01/01/2025-12/31/2025)	Joseph's House & Shelter, Inc. 202 Fourth Street Troy NY 12180	A.4322.04845	$564,744.00
Supported Housing (01/01/2025-12/31/2025)	Rehabilitation Support Services, Inc. 5172 Western Turnpike Altamont NY 12009	A.4322.04886	$112,070.00
Personalized Recovery Oriented Services (PROS) (01/01/2025-12/31/2025)	Samaritan Hospital (St. Peter's Health Partners) 2212 Burdett Avenue Troy NY 12180	A.4322.04888	$219,584.00

DESCRIPTION AND DATES	VENDOR	APPROPRIATION CODE	AMOUNT NOT TO EXCEED
Supported Housing (01/01/2025-12/31/2025)	Unity House of Troy, Inc. 2431 Sixth Avenue Troy NY 12180	A.4322.04846	$1,478,299.00
Supported Housing (01/01/2025-12/31/2025)	YWCA of the Greater Capital Region, Inc. 21 First Street Troy NY 12180	A.4322.04852	$206,327.00

; 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; and, be it, further

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

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

REVENUES

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4320.16201 Mental Health Fees	$5,849,978.00	($206,522.00)	$5,643,456.00
A.4320.34903 SA OMH Forensic	$346,217.00	$206,522.00	$552,739.00
Subtotal A.4320:		$0.00	
A.4322.34904 Unity Supp Hous	$1,414,507.00	$63,792.00	$1,478,299.00
A.4322.34905 Joseph House SH	$538,716.00	$26,028.00	$564,744.00
A.4322.34916 Troy YWCA Supp H	$200,564.00	$5,763.00	$206,327.00
A.4322.34973 RSS Supp Housing	$106,958.00	$5,112.00	$112,070.00
A.4322.34975 Samaritan PROS	$184,234.00	$35,350.00	$219,584.00
Subtotal A.4322:		$136,045.00	
	TOTAL REVENUE:	$136,045.00	

APPROPRIATIONS

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4322.04845 Joseph House SH	$538,716.00	$26,028.00	$564,744.00
A.4322.04846 Unity House SH	$1,414,507.00	$63,792.00	$1,478,299.00
A.4322.04852 Troy YWCA SH	$200,564.00	$5,763.00	$206,327.00

APPROPRIATIONS (cont.)

CODE/DESCRIPTION	CURRENT	CHANGE	REVISED
A.4322.04886 RSS Supp Housing	$106,598.00	$5,112.00	$112,070.00
A.4322.04888 Samaritan PROS	$184,234.00	$35,350.00	$219,584.00
Subtotal A.4322:		$136,045.00	
TOTAL APPROPRIATIONS:		$136,045.00	

Resolution ADOPTED by the following vote:
Ayes:
Nays:
Abstain:
February 11, 2025

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ **Date**_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution Authorizing Amended Agreements and Amending the 2025 Rensselaer County Adopted Budget

Requested by: Mental Health

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 342,567.00 current year
$312,567.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): OMH State Aid (+$100,695 SuppH, +$30,000PROS onetime, $5,350 PROS, +$206,522 MH Court Navigators)

   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 $ 342,567.00 and length of time state funding is available 2025. Is it available for ongoing expenses? Yes x $307,217 or No x $30,000

   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.): $30,000 one time, $312,567 ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Office of Mental Health (OMH) has given the LGU a one-time funding support of $30,000 to pass through to Samaritan Hospital's Personalized Recovery Oriented Services (PROS) program to cover operational, workforce and other costs required to preserve access to PROS. PROS funding was also recalculated based on census data reported and received a 2.84% COLA effective 4/1/24. State Aid also reflects a per bed stipend increase and COLA adjustment for Supported Housing providers; Joseph's House, RSS, Unity House, & YWCA. Additionally, annual funding of $206,522 was added for 2025 in support of MH Forensic Court Navigators" for Rensselaer County. These funds will underwrite 2 vacant positions in the 2025 budget, Mental Health Social Worker II and Peer Advocate titles.

Department Head

Katherine G. Clancy-Cooke

1/16/25

NEW YORK STATE | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2025 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 1 - 12/16/2024 10:47:53 AM

Provider FS/Program/CBR Index/Team Type		Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
13640 - Joseph's House and Shelter, Inc.																	
014 - Community Support Services																	
0690 - Outreach																	
00	NO_SUBCODE	RENSCO	0.00	0.00	0	2,900	$19,686	$0	$0	$0	$0	$0	$0	$0	$0	$19,686	$18,958
Totals For FS 014			**0.00**	**0.00**	**0**	**2,900**	**$19,686**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$19,686**	**$18,958**
034J - Adult Case Management & ACT																	
2720 - Non-Medicaid Care Coordination Managers																	
00	NO_SUBCODE	RENSCO	0.00	0.00	0	6,000	$122,245	$0	$0	$0	$0	$0	$0	$0	$0	$122,245	$114,486
Totals For FS 034J			**0.00**	**0.00**	**0**	**6,000**	**$122,245**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$122,245**	**$114,486**
078 - Supported Housing																	
6060 - Supported Housing												A.4322.34905					
01	NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$146,813	$0	$0	$0	$0	$0	$0	$0	$0	$146,813	$0
00	NO_SUBCODE	RENSCO	0.00	0.00	34	7,500	$401,618	$0	$0	$0	$0	$0	$0	$0	$0	$401,618	$467,921
02	NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$16,313	$0	$0	$0	$0	$0	$0	$0	$0	$16,313	$0
Totals For FS 078			**0.00**	**0.00**	**34**	**7,500**	**$564,744**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$564,744**	**$467,921**
965S - Personnel Services Enhancements																	
2720 - Non-Medicaid Care Coordination Managers																	
00	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$16,154	$0	$0	$0	$0	$0	$0	$0	$0	$16,154	$15,557
Totals For FS 965S			**0.00**	**0.00**	**0**	**0**	**$16,154**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$16,154**	**$15,557**
Totals For 13640 - Joseph's House and Shelter, Inc.			**0.00**	**0.00**	**34**	**16,400**	**$722,829**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$722,829**	**$616,922**

NEW YORK STATE | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2025 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 1 - 12/16/2024 10:47:53 AM

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
14370 - Rehabilitation Support Svcs, Inc																
078 - Supported Housing																
6060 - Supported Housing																
58 NO_SUBCODE	RENSCO	0.00	0.00	7	2,474	$112,070	$0	$0	$0	$0	$0	$0	$0	$0	$112,070	$0
Totals For FS 078		**0.00**	**0.00**	**7**	**2,474**	**$112,070**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$112,070**	**$0**
Totals For 14370 - Rehabilitation Support Svcs, Inc		**0.00**	**0.00**	**7**	**2,474**	**$112,070**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$112,070**	**$0**

A.4322.34973

NEW YORK STATE | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

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Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
81140 - Samaritan Hospital																
001A - Local Assistance																
2100 - Clinic Treatment																
00 NO_SUBCODE	Rensselaer	0.00	0.00	0	0	$2,908,442	$0	$0	$0	$781,557	$2,126,885	$0	$0	$0	$0	$0
2680 - Crisis Intervention																
00 NO_SUBCODE	Rensselaer	0.00	0.00	0	0	$1,116,668	$0	$0	$0	$0	$1,116,668	$0	$0	$0	$0	$0
3010 - Inpatient Psychiatric Unit of a General Hospital																
00 NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals For FS 001A		**0.00**	**0.00**	**0**	**0**	**$4,025,110**	**$0**	**$0**	**$0**	**$781,557**	**$3,243,553**	**$0**	**$0**	**$0**	**$0**	**$0**
037P - PROS State Aid																
6340 - Comprehensive PROS with Clinical Treatment																
01 NO_SUBCODE	RENSCO	0.00	0.00	0	200	$76,083	$0	$0	$0	$0	$0	$0	$0	$0	$76,083	$58,942
8350 - PROS Employment Initiative																
00 NO_SUBCODE	Rensselaer	0.00	0.00	0	0	$73,213	$0	$0	$0	$0	$0	$0	$0	$0	$73,213	$0
Totals For FS 037P		**0.00**	**0.00**	**0**	**200**	**$149,296**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$149,296**	**$58,942**
200 - Com. Reinvestment																
2680 - Crisis Intervention																
00 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$70,288	$0	$0	$0	$0	$0	$0	$0	$0	$70,288	$67,690
Totals For FS 200		**0.00**	**0.00**	**0**	**0**	**$70,288**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$70,288**	**$67,690**
Totals For 81140 - Samaritan Hospital		**0.00**	**0.00**	**0**	**200**	**$4,244,694**	**$0**	**$0**	**$0**	**$781,557**	**$3,243,553**	**$0**	**$0**	**$0**	**$219,584**	**$126,632**

A.4322.34975

NEW YORK STATE | Office of Mental Health

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

December 12, 2024

Ms. Katherine Alonge-Coons
Rensselaer County Department of Mental Health
Ned Patterson Government Ctr.
1600 Seventh Ave.
Troy, NY 12180

Dear Ms. Alonge-Coons,

I am pleased to inform you that the NYS Office of Mental Health (OMH) has allocated an additional $5.15M in State Aid to support PROS Programs. This funding is intended as one-time support for programs to utilize as a bridge to PROS redesign implementation, including investments in billing system changes, training, workforce development, and electronic health records/management. This funding will be included in your county's 2025 State Aid letter.

The timeliness of this funding is critical, as providers may use these funds to cover operational, workforce, and other costs required to preserve access to PROS. OMH has approved these funds to be spent through 12/31/2025.

Each agency operating at least one PROS Program will receive a minimum of $30,000 in funding. The remaining balance of available funds have been distributed as a proportion of total per member, per month decreased revenue in the post-Disaster Relief period. The below table includes the amount allocated to each program in your county.

Agency	Program	Program Code	Funding Allocation
Samaritan Hospital	Samaritan Hospital PROS	6340	$30,000

Please note this funding is separate from the Non-Medicaid and Employment Initiative State aid funding. Fiscal Reporting should be completed through the Consolidated Fiscal Report. A Final Expenditure Report is required to be submitted by 45 days after the end of the grant period. Information on reporting, and Expenditure Reports can be found at https://omh.ny.gov/omhweb/planning/cmhsbg-fmap/cmhsbg-supplements.html.

OMH reserves the right to reallocate this funding based on any changes in operational status of the agencies listed above that could result in the closure of a PROS Program. If such a change is discovered by either OMH or the county before funding is paid to the agency and/or expended by the agency, OMH will notify the county to work together to determine how to recover and/or reallocate the funding in such a way to preserve access to PROS services across New York State.

If you have any questions, please contact your local field office, Central Office PROS Liaison, or Katie Merrill, Deputy Director of the Bureau of Rehabilitation Services, Treatment, and Care Coordination. Contact information is as follows:

- Songyun Huang, Songyun.Huang@omh.ny.gov
- Steve Vroman, Stephen.Vromanjr@omh.ny.gov
- Katie Merrill, Katie.Merrill@omh.ny.gov

Thank you in advance for your support of the PROS model and for distributing this funding as quickly as possible to preserve access to these vital rehabilitation programs.

Sincerely,

Kathryn Merrill

Katie Merrill, MSW
Deputy Director, Bureau of Rehabilitation Services, Treatment, and Care Coordination

CC:
Theresa Brandow
Bob Moon
Chris Smith
Nicole Haggerty
Stacey Hale
Julie Lloyd
Anthony Walsh
Adam Steinbeck
Songyun Huang
Danielle Friedman

County Allocation Tracker Detail Report

Year - 2025 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 1 - 12/16/2024 10:47:53 AM

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
40230 - Unity House of Troy, Inc.																
014 - Community Support Services																
1760 - Advocacy/Support Services																
28 NO_SUBCODE	RENSCO	0.00	0.00	0	4,860	$153,539	$0	$0	$0	$0	$0	$0	$0	$0	$153,539	$147,863
5340 - Supported Education																
01 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$1,065	$0	$0	$0	$0	$0	$0	$0	$0	$1,065	$0
Totals For FS 014		**0.00**	**0.00**	**0**	**4,860**	**$154,604**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$154,604**	**$147,863**
037 - Integrated Supp Emp																
4340 - Ongoing Integrated Supported Employment Services																
01 NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$154,260	$0	$0	$0	$0	$0	$0	$0	$0	$154,260	$0
Totals For FS 037		**0.00**	**0.00**	**0**	**0**	**$154,260**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$154,260**	**$0**
039C - MICA																
5990 - MICA Network																
28 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$6,245	$0	$0	$0	$0	$0	$0	$0	$0	$6,245	$6,015
Totals For FS 039C		**0.00**	**0.00**	**0**	**0**	**$6,245**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,245**	**$6,015**
041 - CMHS Block Grant Adult																
5990 - MICA Network																
28 NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$47,958	$0	$0	$0	$0	$0	$0	$0	-$47,958	$0	$0
Totals For FS 041		**0.00**	**0.00**	**0**	**0**	**$47,958**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$-47,958**	**$0**	**$0**
046L - Community Support Programs-C&F																
1320 - Vocational and Educational Services - Children & Family (Non-Licensed Program)																
01 NO_SUBCODE	RENSSCO	0.00	0.00	0	0	$96,825	$0	$0	$0	$0	$0	$0	$0	$0	$96,825	$0
Totals For FS 046L		**0.00**	**0.00**	**0**	**0**	**$96,825**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$96,825**	**$0**

NEW YORK STATE | Office of Mental Health

Aid to Localities Financial System

County Allocation Tracker Detail Report

Year - 2025 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 1 - 12/16/2024 10:47:53 AM

A.4322.34904

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
40230 - Unity House of Troy, Inc.																
078 - Supported Housing																
6060 - Supported Housing																
01 NO_SUBCODE	RENSCO	0.00	0.00	79	29,623	$1,318,196	$0	$0	$0	$0	$0	$0	$0	$0	$1,318,196	$1,232,189
Totals For FS 078		**0.00**	**0.00**	**79**	**29,623**	**$1,318,196**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,318,196**	**$1,232,189**
200 - Com. Reinvestment																
0650 - Respite Services																
09 NO_SUBCODE	RENSCO	0.00	0.00	0	242	$27,497	$0	$0	$0	$0	$0	$0	$0	$0	$27,497	$0
5340 - Supported Education																
01 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$136,335	$0	$0	$0	$0	$0	$0	$0	$0	$136,335	$131,295
5990 - MICA Network																
28 NO_SUBCODE	RENSCO	0.00	0.00	0	32	$1,235	$0	$0	$0	$0	$0	$0	$0	$0	$1,235	$1,189
Totals For FS 200		**0.00**	**0.00**	**0**	**274**	**$165,067**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$165,067**	**$132,484**
400 - Commissioner's Perf.																
5990 - MICA Network																
28 NO_SUBCODE	Renssela er	0.00	0.00	0	0	$2,771	$0	$0	$0	$0	$0	$0	$0	$0	$2,771	$0
Totals For FS 400		**0.00**	**0.00**	**0**	**0**	**$2,771**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,771**	**$0**
503A - COLA for Federal Funds																
5990 - MICA Network																
28 NO_SUBCODE	RENSSC O	0.00	0.00	0	0	$3,280	$0	$0	$0	$0	$0	$0	$0	$0	$3,280	$0
Totals For FS 503A		**0.00**	**0.00**	**0**	**0**	**$3,280**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,280**	**$0**
570 - Health Home																
2620 - Health Home Non-Medicaid Care Management																
01 NO_SUBCODE	RENSCO	2.30	46.00	0	480	$63,200	$0	$0	$0	$0	$0	$0	$0	$0	$63,200	$60,864
2740 - Health Home Care Management Service Dollars																
01 NO_SUBCODE	RENSCO	0.00	0.00	0	20	$14,102	$0	$0	$0	$0	$0	$0	$0	$0	$14,102	$0
Totals For FS 570		**2.30**	**46.00**	**0**	**500**	**$77,302**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$77,302**	**$60,864**

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Provider FS/Program/CBR Index/Team Type		Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
40230 - Unity House of Troy, Inc.																	
580 - MRT Supported Housing Beds																	
6060 - Supported Housing																	
03	NO_SUBCODE	RENSCO	0.00	0.00	10	4,989	$160,103	$0	$0	$0	$0	$0	$0	$0	$0	$160,103	$143,976
Totals For FS 580			**0.00**	**0.00**	**10**	**4,989**	**$160,103**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$160,103**	**$143,976**
965S - Personnel Services Enhancements																	
1320 - Vocational and Educational Services - Children & Family (Non-Licensed Program)																	
01	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$14	$0	$0	$0	$0	$0	$0	$0	$0	$14	$14
1760 - Advocacy/Support Services																	
28	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$55	$0	$0	$0	$0	$0	$0	$0	$0	$55	$52
5340 - Supported Education																	
01	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$6	$0	$0	$0	$0	$0	$0	$0	$0	$6	$6
5990 - MICA Network																	
28	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$35	$0	$0	$0	$0	$0	$0	$0	$0	$35	$35
7340 - Comprehensive PROS without Clinical Treatment																	
00	NO_SUBCODE	RENSCO	0.00	0.00	0	0	$118	$0	$0	$0	$0	$0	$0	$0	$0	$118	$114
Totals For FS 965S			**0.00**	**0.00**	**0**	**0**	**$228**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$228**	**$221**
Totals For 40230 - Unity House of Troy, Inc.			**2.30**	**46.00**	**89**	**40,246**	**$2,186,839**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$-47,958**	**$2,138,881**	**$1,723,612**

A.4322.34904

NEW YORK STATE | Office of Mental Health

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Year - 2025 County - Rensselaer (42) Letter Type - DMH

Amendment Number/Date: 1 - 12/16/2024 10:47:53 AM

A.4322.34916

Provider FS/Program/CBR Index/Team Type	Local Contract Number	Managers	Slots	Beds	Units of Service	Total Gross Expenses	LGU Share	Voluntary Share	SSI Amount	Medicaid Amount	Other Revenue	Carry Over Revenue	Non Funded	One Time Adjustment	Total State Aid	Annualized Value
23230 - YWCA Greater Capital Region																
014 - Community Support Services																
2770 - Self-Help Programs																
00 NO_SUBCODE	RENSCO	0.00	0.00	0	3,534	$75,988	$0	$0	$0	$0	$0	$0	$0	$0	$75,988	$73,180
Totals For FS 014		**0.00**	**0.00**	**0**	**3,534**	**$75,988**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$75,988**	**$73,180**
078 - Supported Housing																
6060 - Supported Housing																
00 NO_SUBCODE	RENSCO	0.00	0.00	7	1,771	$112,070	$0	$0	$0	$0	$0	$0	$0	$0	$112,070	$0
Totals For FS 078		**0.00**	**0.00**	**7**	**1,771**	**$112,070**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$112,070**	**$0**
200 - Com. Reinvestment																
2770 - Self-Help Programs																
00 NO_SUBCODE	RENSCO	0.00	0.00	0	0	$8,793	$0	$0	$0	$0	$0	$0	$0	$0	$8,793	$8,468
Totals For FS 200		**0.00**	**0.00**	**0**	**0**	**$8,793**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$8,793**	**$8,468**
400 - Commissioner's Perf.																
2770 - Self-Help Programs																
00 NO_SUBCODE	RENSCO	0.00	0.00	0	444	$9,476	$0	$0	$0	$0	$0	$0	$0	$0	$9,476	$9,125
Totals For FS 400		**0.00**	**0.00**	**0**	**444**	**$9,476**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$9,476**	**$9,125**
Totals For 23230 - YWCA Greater Capital Region		**0.00**	**0.00**	**7**	**5,749**	**$206,327**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$206,327**	**$90,773**
Report Totals		**2.30**	**46.00**	**137**	**117,849**	**$18,165,486**	**$92,112**	**$0**	**$0**	**$4,729,396**	**$4,743,553**	**$0**	**$0**	**$-106,595**	**$8,493,830**	**$6,866,044**

Rensselaer County
and
Joseph's House and Shelter, Inc.

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Joseph's House and Shelter, Inc. with an address of 202 4th Street, Troy, New York 12180, hereinafter referred to as the "Agency". County and Agency are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County, mental health, mental retardation and/or alcoholism services authorized by Article 4l of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Agency is a non-profit legal entity established for the purpose, among others, of furnishing mental health, mental retardation, and/or alcoholism services, and is authorized to furnish such services to the County of Rensselaer, and

WHEREAS, the Agency has certain mental health, mental retardation, and/or alcoholism facilities which, in the establishment of a Community Mental Hygiene Plan for the County, would be desirable and beneficial, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Agency for the furnishing of such community services as aforesaid, and the said Agency has agreed to render and furnish such community services to the County to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

WHEREAS, among the Agency Services are certain services provided pursuant to Chapter 620 of the Laws of l974 (Section 4l.l8 Mental Hygiene Law);

NOW, THEREFORE, it is mutually agreed between the parties as follows:

l. The Agency at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel with the appropriate credentials, together with the required office space and equipment, and to furnish and render to the County of Rensselaer mental health services which may include, but are not limited to psychiatric clinics, psychiatric rehabilitation services, and consultant and educational services, for the examination, diagnosis, care and treatment of children and adults suffering from mental illness, mental defect, mental retardation, alcoholism, epilepsy, or emotional disorders which services may also include consultation, treatment, diagnostic evaluations, residential services and vocational training.

2. The Agency agrees to furnish such psychiatric, psychological, counseling and other appropriate services and have available at reasonable times, staff professionally qualified with the appropriate credentials to provide these services. The services of the professional staff shall be integrated through regular staff meetings and other conferences for the joint planning

and evaluation of treatment of persons entitled to such services. Individual records shall be kept on each case which shall include all diagnostic studies and record of treatment provided by the professional staff. Such statistical data shall be kept as may be required by the Rensselaer County Commissioner of Mental Health and/or the New York State Commissioner of Mental Hygiene.

3. The Agency agrees to participate with the County in an on-going program of planning and evaluation of the Community Mental Hygiene Plan for the County of Rensselaer throughout the contract year in order to comply with the mandate contained in Article 4l of the Mental Hygiene Law, and regulations promulgated thereunder, including but not limited to:

(a) Participation in a county and state information management system;
(b) Development of a review and evaluation mechanism,
(c) Provision for consumer participation in program development,
(d) Compliance with Local Government Unit guidelines for utilization, review and evaluation.

4. The Agency agrees to submit to the County, fiscal reports as requested and required by State funding agencies and the County Department of Mental Health, including written program narratives detailing statistical demographic information on the populations served under the contract. The Agency acknowledges that failure to submit reports by the established due dates may result in the withholding of advance payments.

5. The term of this Agreement shall be from **January 1, 2025** through **December 31, 2025**. Either Party may terminate this Agreement, provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

6. The Agency expressly represents and agrees that the Budget (excluding costs for Chapter 620 services) for Agency lists personnel, income, units of service, costs of service to be rendered by the Agency under this contract and shall not exceed a total net cost of **$564,744.00**. Vendor agrees to provide affordable and stable housing options through either the Lansing or hill Street Inns for individuals reluctant or unable to participate in structured programs or more restrictive environments. Residents pay rent equal to 30% of their income primarily (SSI). The Tenants are seriously and/or persistently mental ill men and women with histories of chronic homelessness. Most tenants have been diagnosed with active alcohol and/or substance abuse addictions. Onsite support services are provided to ensure that programs can be identified and intervention strategies can be quickly implemented. Additional services include outreach, case management, advocacy, health care and referrals to legal assistance and basic life skill training. In the event the Agency fails to meet its unit of services performance goals, funds may be decreased by the County. New programming will not be implemented without prior approval by the Rensselaer County Commissioner of Mental Health.

7. That the Agency agrees to participate in the expansion of the comprehensive community mental hygiene programs in Rensselaer County by making a contribution to the County. The Agency agrees to pay to the County, at the time the Agency submits its claim to the County pursuant to the foregoing paragraph, the sum of $0.

8. The Agency certifies that money to be paid to the County will not be obtained from fees or their equivalent received for services rendered.

9. The County agrees to pay the Agency for services provided pursuant to this agreement to be paid within 45 days on receipt of a claim in such form as prescribed by the County and after audit and approval by the County. It is agreed that such claims are to be submitted within 30 days by the Agency, quarterly, unless otherwise directed by the County Executive. However, the Agency agrees that, if for any reason whatsoever that the Agency shall spend during the term of this agreement for the purpose set forth herein an amount less than agreed, the total County payment herein shall be reduced to an amount of approved actual Agency expenditures made for such purposes.

10. If the appropriate State agencies shall fail to approve full state aid in reimbursement to the County for payments made by the County to the Agency, for expenditures made during the term of this agreement, for any reason whatsoever, then the County may require an additional payment due from the Agency to the County in an amount equal to the reimbursement denied by the appropriate State agencies.

11. It is further understood and agreed that in the event that the actual fees collected by the Agency exceed the estimated amount as stated in the Budget which is attached to and made a part of this contract, such fees may, with the consent of the parties hereto, be used to expand the services provided by the Agency and to increase the amount of gross expenditures by amending this Budget with the approval of the Rensselaer County Mental Health Commissioner and the New York State Department of Mental Hygiene.

12. The Agency agrees that it shall have available for audit and inspection the County, the New York State Department of Mental Hygiene, and/or for the New York State Comptroller, its plants, facilities and other statistical records, and shall keep its clinical records available for inspection by properly authorized personnel of the County and the State. The Agency further agrees that it shall make available upon request to the County any independent audit.

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

14. Agency acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly Agency agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorney's fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Agency, its agents or employees which occurs during the performance of the services to be provided hereunder. Agency further agrees to maintain during the term of this agreement such Workers Compensation and Disability
Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Agency.

15. The Agency will charge and collect fees from patients financially able to pay such fees but any fees charged shall not exceed the amount approved by the Commissioner of Mental Hygiene of the State of New York. However, no person shall be denied the mental health services provided for by this agreement because of inability to pay; and no person shall be denied such services because of his race, color, creed, or county of origin.

16. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

17. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

A. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Agency submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Agency, and concurrence of the County Attorney commence and maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Agency shall demand, provided that Agency shall provide, at no cost to County, counsel of Agency's choice to pursue such proceedings or such litigation and the Agency shall pay all expenses of such proceedings or litigation.

B. In the event either Party to the agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the parties hereby mutually agree that the Supreme Court of the State

of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

18. Non-Discrimination

During the performance of this Agreement the Agency agrees that:

A) It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

B) No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

C) The Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

19. The Agency certifies, to the best of its knowledge and belief, that:

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

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

C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20. Environmental Tobacco Certification

By signing this contract agreement the contractor or grantee certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more

restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

21. Corporate Compliance Plan

a. The Agency hereby certifies that it receives $500,000 per year in Medicaid payments.

b. TO BE ANSWERED ONLY IF THE AGENCY RECEIVES $500,000 OR MORE IN MEDICAID FUNDS ANNUALLY. STRIKE OUT IF THE AGENCY RECEIVES LESS THAN $500,000 ANNUALLY. The Agency hereby certifies that it is required to comply with New York State's Mandatory Provider Compliance Programs Law and has adopted and implemented an effective and appropriate Compliance Plan, as defined by Social Services Law Section 363-d and NYCRR Part 521.1 Further, the Agency acknowledges that its governing body members have approved and adopted its Compliance Plan.

c. The Agency 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. The Agency further represents and warrants that it performs screening of all of its employees and subcontractors against federal and State lists of restricted, terminated or excluded individuals or entities for participation in federal health care program or any other government payment program.

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

22. The Agency hereby covenants and agrees that it is familiar with Governor Cuomo's Executive #38 and the State departmental rules and regulations that apply thereto. The Agency hereby states that it is in compliance therewith. More specifically:

a) If term of this agreement falls into 2014, then the Agency hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than seventy-five percent thereof shall be applied to covered operating expenses rather than administrative expenses. If the term of this agreement falls into 2014, then that percentage shall increase to eighty percent. If the term of this agreement falls into 2015 or thereafter, then that percentage shall increase to eighty-five percent. .

b) The executive compensation for the Agency does not exceed $199,000 per year.

c) The Agency shall report to the State or its designee as required by the applicable rules and regulations.

23. The County of Rensselaer reserves the right to terminate this Agreement prior to the end date hereof, as set forth in this Agreement, and any primary or underlying agreement between the parties hereto for the provision of professional services or otherwise, upon written notice to Business Associate, in the event the County shall, in its sole and exclusive judgment, determine that this Agreement has been breached by Business Associate or its agents, employees, successors or assigns. Such written notice shall be deemed effective upon mailing, by first class mail, to Business Associate at the address set forth hereinabove.

24. Agency 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. Agency 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 Offices 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 Agency, said Agency shall notify the County within five (5) days of such discovery. The County reserves the 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 Agency fails to fulfill its obligations under this section.

25. The parties to this agreement further agree to take such action to amend this agreement as may be necessary from time to time for the County to maintain compliance with HIPAA requirements.

26. The respective rights and obligations of the parties to this agreement shall survive the termination hereof.

27. Any ambiguity in this agreement shall be resolved in favor of a meaning which permits the County to comply with the requirements of HIPAA. Further, should any term, provision or condition of a primary or underlying agreement between the parties conflict with any term or provision hereof, the term or provision of this agreement shall be deemed controlling.

28. The following information regarding the Agency is pertinent and necessary for the parties to carry out this agreement:

Address: 202 4th Street, Troy, New York 12180
Attention: Robb Kendgia
Phone: 518-874-1247
Agency Fax Number: 518-874-1253
Agency e-mail Address: theshelter@josephhousetroy.org

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

BUSINESS ASSOCIATE AGREEMENT

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

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Joseph House & Shelter Inc.**

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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

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

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

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

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

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

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

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

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

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

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

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

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

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

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

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

Rensselaer County Attorney's Office
99 Troy Road
East Greenbush, NY 12061
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 202 4th Street, Troy, New York 12180
Attention: Robb Kendgia
Phone: 518-874-1247

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

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

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

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

EXHIBIT A
FORM OF NOTIFICATION

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

- Rensselaer County, New York, (the "County") and
- Joseph House & Shelter Inc., (Business Associate).

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

Description of the Incident:

_____
_____
_____
_____
_____
_____

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

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

_____
_____
_____

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

_____
_____
_____

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

Email Address: _____
Phone Number: _____

Rensselaer County
and
Unity House of Troy, Inc.

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Unity House of Troy, Inc. with an address of 2431 6th Avenue, Troy, New York 12180, hereinafter referred to as the "Agency". County and Agency are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County, mental health, mental retardation and/or alcoholism services authorized by Article 4l of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Agency is a non-profit legal entity established for the purpose, among others, of furnishing mental health, mental retardation, and/or alcoholism services, and is authorized to furnish such services to the County of Rensselaer, and

WHEREAS, the Agency has certain mental health, mental retardation, and/or alcoholism facilities which, in the establishment of a Community Mental Hygiene Plan for the County, would be desirable and beneficial, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Agency for the furnishing of such community services as aforesaid, and the said Agency has agreed to render and furnish such community services to the County to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

WHEREAS, among the Agency Services are certain services provided pursuant to Chapter 620 of the Laws of l974 (Section 4l.l8 Mental Hygiene Law);

NOW, THEREFORE, it is mutually agreed between the parties as follows:

l. The Agency at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel with the appropriate credentials, together with the required office space and equipment, and to furnish and render to the County of Rensselaer mental health services which may include, but are not limited to psychiatric clinics, psychiatric rehabilitation services, and consultant and educational services, for the examination, diagnosis, care and treatment of children and adults suffering from mental illness, mental defect, mental retardation, alcoholism, epilepsy, or emotional disorders which services may also include consultation, treatment, diagnostic evaluations, residential services and vocational training.

2. The Agency agrees to furnish such psychiatric, psychological, counseling and other appropriate services and have available at reasonable times, staff professionally qualified with the appropriate credentials to provide these services. The services of the professional staff shall be integrated through regular staff meetings and other conferences for the joint planning

and evaluation of treatment of persons entitled to such services. Individual records shall be kept on each case which shall include all diagnostic studies and record of treatment provided by the professional staff. Such statistical data shall be kept as may be required by the Rensselaer County Commissioner of Mental Health and/or the New York State Commissioner of Mental Hygiene.

3. The Agency agrees to participate with the County in an on-going program of planning and evaluation of the Community Mental Hygiene Plan for the County of Rensselaer throughout the contract year in order to comply with the mandate contained in Article 4l of the Mental Hygiene Law, and regulations promulgated thereunder, including but not limited to:

(a) Participation in a county and state information management system;
(b) Development of a review and evaluation mechanism,
(c) Provision for consumer participation in program development,
(d) Compliance with Local Government Unit guidelines for utilization, review and evaluation.

4. The Agency agrees to submit to the County, fiscal reports as requested and required by State funding agencies and the County Department of Mental Health, including written program narratives detailing statistical demographic information on the populations served under the contract. The Agency acknowledges that failure to submit reports by the established due dates may result in the withholding of advance payments.

5. The term of this Agreement shall be from **January 1, 2025** through **December 31, 2025**. Either Party may terminate this Agreement, provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

6. The Agency expressly represents and agrees that the Budget (excluding costs for Chapter 620 services) for Agency lists personnel, income, units of service, costs of service to be rendered by the Agency under this contract and shall not exceed a total net cost of **$1,478,299.00**. Vendor agrees to provide 88 housing beds and care coordination to mentally ill patients in. The objective of this program is to assist individuals in locating and securing housing of their choice in Rensselaer County and in accessing the supports necessary to live successfully in the community. Services provided may include choice a housing unit, roommates, furniture financial assistance with the initial housing/utility deposits. In the event the Agency fails to meet its unit of services performance goals, funds may be decreased by the County. New programming will not be implemented without prior approval by the Rensselaer County Commissioner of Mental Health.

7. That the Agency agrees to participate in the expansion of the comprehensive community mental hygiene programs in Rensselaer County by making a contribution to the County. The Agency agrees to pay to the County, at the time the Agency submits its claim to the County pursuant to the foregoing paragraph, the sum of $0.

8. The Agency certifies that money to be paid to the County will not be obtained from fees or their equivalent received for services rendered.

9. The County agrees to pay the Agency for services provided pursuant to this agreement to be paid within 45 days on receipt of a claim in such form as prescribed by the County and after audit and approval by the County. It is agreed that such claims are to be submitted within 30

days by the Agency, quarterly, unless otherwise directed by the County Executive. However, the Agency agrees that, if for any reason whatsoever that the Agency shall spend during the term of this agreement for the purpose set forth herein an amount less than agreed, the total County payment herein shall be reduced to an amount of approved actual Agency expenditures made for such purposes.

10. If the appropriate State agencies shall fail to approve full state aid in reimbursement to the County for payments made by the County to the Agency, for expenditures made during the term of this agreement, for any reason whatsoever, then the County may require an additional payment due from the Agency to the County in an amount equal to the reimbursement denied by the appropriate State agencies.

11. It is further understood and agreed that in the event that the actual fees collected by the Agency exceed the estimated amount as stated in the Budget which is attached to and made a part of this contract, such fees may, with the consent of the parties hereto, be used to expand the services provided by the Agency and to increase the amount of gross expenditures by amending this Budget with the approval of the Rensselaer County Mental Health Commissioner and the New York State Department of Mental Hygiene.

12. The Agency agrees that it shall have available for audit and inspection the County, the New York State Department of Mental Hygiene, and/or for the New York State Comptroller, its plants, facilities and other statistical records, and shall keep its clinical records available for inspection by properly authorized personnel of the County and the State. The Agency further agrees that it shall make available upon request to the County any independent audit.

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

14. Agency acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly Agency agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorney's fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Agency, its agents or employees which occurs during the performance of the services to be provided hereunder. Agency further agrees to maintain during the term of this agreement such Workers Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Agency.

15. The Agency will charge and collect fees from patients financially able to pay such fees but any fees charged shall not exceed the amount approved by the Commissioner of Mental Hygiene of the State of New York. However, no person shall be denied the mental health services provided for by this agreement because of inability to pay; and no person shall be denied such services because of his race, color, creed, or county of origin.

16. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

17. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

A. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Agency submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Agency, and concurrence of the County Attorney commence and maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Agency shall demand, provided that Agency shall provide, at no cost to County, counsel of Agency's choice to pursue such proceedings or such litigation and the Agency shall pay all expenses of such proceedings or litigation.

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

18. Non-Discrimination

During the performance of this Agreement the Agency agrees that:

A) It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
B) No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.
C) The Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

19. The Agency certifies, to the best of its knowledge and belief, that:

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

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

C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20. Environmental Tobacco Certification

By signing this contract agreement the contractor or grantee certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded

by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

21. Corporate Compliance Plan

a. The Agency hereby certifies that it receives $500,000 per year in Medicaid payments.

b. TO BE ANSWERED ONLY IF THE AGENCY RECEIVES $500,000 OR MORE IN MEDICAID FUNDS ANNUALLY. STRIKE OUT IF THE AGENCY RECEIVES LESS THAN $500,000 ANNUALLY. The Agency hereby certifies that it is required to comply with New York State's Mandatory Provider Compliance Programs Law and has adopted and implemented an effective and appropriate Compliance Plan, as defined by Social Services Law Section 363-d and NYCRR Part 521.1 Further, the Agency acknowledges that its governing body members have approved and adopted its Compliance Plan.

c. The Agency 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. The Agency further represents and warrants that it performs screening of all of its employees and subcontractors against federal and State lists of restricted, terminated or excluded individuals or entities for participation in federal health care program or any other government payment program.

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

22. The Agency hereby covenants and agrees that it is familiar with Governor Cuomo's Executive #38 and the State departmental rules and regulations that apply thereto. The Agency hereby states that it is in compliance therewith. More specifically:

a) If term of this agreement falls into 2014, then the Agency hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than seventy-five percent thereof shall be applied to covered operating expenses rather than administrative expenses. If the term of this agreement falls into 2014, then that percentage shall increase to eighty percent. If the term of this agreement falls into 2015 or thereafter, then that percentage shall increase to eighty-five percent. .

b) The executive compensation for the Agency does not exceed $199,000 per year.

c) The Agency shall report to the State or its designee as required by the applicable rules and regulations.

23. The County of Rensselaer reserves the right to terminate this Agreement prior to the end date hereof, as set forth in this Agreement, and any primary or underlying agreement between the parties hereto for the provision of professional services or otherwise, upon written notice to Business Associate, in the event the County shall, in its sole and exclusive judgment, determine that this Agreement has been breached by Business Associate or its agents,

employees, successors or assigns. Such written notice shall be deemed effective upon mailing, by first class mail, to Business Associate at the address set forth hereinabove.

24. Agency 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. Agency 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 Offices 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 Agency, said Agency shall notify the County within five (5) days of such discovery. The County reserves the 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 Agency fails to fulfill its obligations under this section.

25. The parties to this agreement further agree to take such action to amend this agreement as may be necessary from time to time for the County to maintain compliance with HIPAA requirements.

26. The respective rights and obligations of the parties to this agreement shall survive the termination hereof.

27. Any ambiguity in this agreement shall be resolved in favor of a meaning which permits the County to comply with the requirements of HIPAA. Further, should any term, provision or condition of a primary or underlying agreement between the parties conflict with any term or provision hereof, the term or provision of this agreement shall be deemed controlling.

28. The following information regarding the Agency is pertinent and necessary for the parties to carry out this agreement:

Address: 2431 6th Avenue, Troy, New York 12180
Attention: Marcie Nardine
Phone: 518-274-2607
Agency e-mail Address: grants.contracts@unityhouseny.org

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between Rensselaer County, New York (hereinafter referred to as “Covered Entity”), and Unity House of Troy,

Inc. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Unity House of Troy, Inc.**

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

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

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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

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

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

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

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

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

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

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

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

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

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

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections

of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in

a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

Rensselaer County Attorney's Office
99 Troy Road
East Greenbush, NY 12061
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 2431 6th Avenue, Troy, New York 12180
Attention: Andrea Ryan
Phone: (518) 274-2607 ext. 4141

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

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

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

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

EXHIBIT A

FORM OF NOTIFICATION

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

- Rensselaer County, New York, (the "County") and
- Unity House of Troy, Inc., (Business Associate).

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

Description of the Incident:

_____
_____
_____
_____
_____
_____

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

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

_____
_____
_____

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

_____
_____
_____

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

Rensselaer County
and
Rehabilitation Support Services, Inc.

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Rehabilitation Support Services, Inc. with an address of 5172 Western Turnpike, Altamont, NY 12009-9566, hereinafter referred to as the "Agency." County and Agency are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County, mental health, mental retardation and/or alcoholism services authorized by Article 4l of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Agency is a non-profit legal entity established for the purpose, among others, of furnishing mental health, mental retardation, and/or alcoholism services, and is authorized to furnish such services to the County of Rensselaer, and

WHEREAS, the Agency has certain mental health, mental retardation, and/or alcoholism facilities which, in the establishment of a Community Mental Hygiene Plan for the County, would be desirable and beneficial, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Agency for the furnishing of such community services as aforesaid, and the said Agency has agreed to render and furnish such community services to the County to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

WHEREAS, among the Agency Services are certain services provided pursuant to Chapter 620 of the Laws of l974 (Section 4l.l8 Mental Hygiene Law);

NOW, THEREFORE, it is mutually agreed between the parties as follows:

l. The Agency at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel with the appropriate credentials, together with the required office space and equipment, and to furnish and render to the County of Rensselaer mental health services which may include, but are not limited to psychiatric clinics, psychiatric rehabilitation services, and consultant and educational services, for the examination, diagnosis, care and treatment of children and adults suffering from mental illness, mental defect, mental retardation, alcoholism, epilepsy, or emotional disorders which services may also include consultation, treatment, diagnostic evaluations, residential services and vocational training.

2. The Agency agrees to furnish such psychiatric, psychological, counseling and other appropriate services and have available at reasonable times, staff professionally qualified with the appropriate credentials to provide these services. The services of the professional staff shall be integrated through regular staff meetings and other conferences for the joint planning

and evaluation of treatment of persons entitled to such services. Individual records shall be kept on each case which shall include all diagnostic studies and record of treatment provided by the professional staff. Such statistical data shall be kept as may be required by the Rensselaer County Commissioner of Mental Health and/or the New York State Commissioner of Mental Hygiene.

3. The Agency agrees to participate with the County in an on-going program of planning and evaluation of the Community Mental Hygiene Plan for the County of Rensselaer throughout the contract year in order to comply with the mandate contained in Article 4l of the Mental Hygiene Law, and regulations promulgated thereunder, including but not limited to:

(a) Participation in a county and state information management system;
(b) Development of a review and evaluation mechanism,
(c) Provision for consumer participation in program development,
(d) Compliance with Local Government Unit guidelines for utilization, review and evaluation.

4. The Agency agrees to submit to the County, fiscal reports as requested and required by State funding agencies and the County Department of Mental Health, including written program narratives detailing statistical demographic information on the populations served under the contract. The Agency acknowledges that failure to submit reports by the established due dates may result in the withholding of advance payments.

5. The term of this Agreement shall be from **January 1, 2025** through **December 31, 2025.** Either Party may terminate this Agreement, provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

6. The Agency expressly represents and agrees that the Budget (excluding costs for Chapter 620 services) for Agency lists personnel, income, units of service, costs of service to be rendered by the Agency under this contract and shall not exceed a total net cost of **$112,070.00**. Agency will provide support and services for 7 supported housing beds, in collaboration with the Rensselaer County Housing Single Point of Access (SPOA); whom will determine eligibility for these beds. The Agency will adhere to the New York State Office of Mental Health Spending Plan reporting guidelines for Supporting Housing programming. The agency will provide a minimum one hour per week of face-to-face services with staff being accessible by phone, text and e-mail at other times. The Agency will assist clients with enrollment into Health Home Care Management, if they are determined eligible for these additional support services. The Agency will locate actual apartments within Rensselaer County based on affordability, and neighborhood where individuals may want to reside. Where possible, multiple apartments will be located in the same city, town or village to decrease travel time and increase face-to-face services. In the event the Agency fails to meet its unit of services performance goals, funds may be decreased by the County. New programming will not be implemented without prior approval by the Rensselaer County Commissioner of Mental Health.

7. That the Agency agrees to participate in the expansion of the comprehensive community mental hygiene programs in Rensselaer County by making a contribution to the County. The Agency agrees to pay to the County, at the time the Agency submits its claim to the County pursuant to the foregoing paragraph, the sum of $0.

8. The Agency certifies that money to be paid to the County will not be obtained from fees or their equivalent received for services rendered.

9. The County agrees to pay the Agency for services provided pursuant to this agreement to be paid within 45 days on receipt of a claim in such form as prescribed by the County and after audit and approval by the County. It is agreed that such claims are to be submitted within 30 days by the Agency, quarterly, unless otherwise directed by the County Executive. However, the Agency agrees that, if for any reason whatsoever that the Agency shall spend during the term of this agreement for the purpose set forth herein an amount less than agreed, the total County payment herein shall be reduced to an amount of approved actual Agency expenditures made for such purposes.

10. If the appropriate State agencies shall fail to approve full state aid in reimbursement to the County for payments made by the County to the Agency, for expenditures made during the term of this agreement, for any reason whatsoever, then the County may require an additional payment due from the Agency to the County in an amount equal to the reimbursement denied by the appropriate State agencies.

11. It is further understood and agreed that in the event that the actual fees collected by the Agency exceed the estimated amount as stated in the Budget which is attached to and made a part of this contract, such fees may, with the consent of the parties hereto, be used to expand the services provided by the Agency and to increase the amount of gross expenditures by amending this Budget with the approval of the Rensselaer County Mental Health Commissioner and the New York State Department of Mental Hygiene.

12. The Agency agrees that it shall have available for audit and inspection the County, the New York State Department of Mental Hygiene, and/or for the New York State Comptroller, its plants, facilities and other statistical records, and shall keep its clinical records available for inspection by properly authorized personnel of the County and the State. The Agency further agrees that it shall make available upon request to the County any independent audit.

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

14. Agency acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly Agency agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorney's fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Agency, its agents or employees which occurs during the performance of the services to be provided hereunder. Agency further agrees to maintain during the term of this agreement such Workers Compensation and Disability
Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Agency.

15. The Agency will charge and collect fees from patients financially able to pay such fees but any fees charged shall not exceed the amount approved by the Commissioner of Mental Hygiene of the State of New York. However, no person shall be denied the mental health services provided for by this agreement because of inability to pay; and no person shall be denied such services because of his race, color, creed, or county of origin.

16. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

17. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

A. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Agency submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Agency, and concurrence of the County Attorney commence and maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Agency shall demand, provided that Agency shall provide, at no cost to County, counsel of Agency's choice to pursue such proceedings or such litigation and the Agency shall pay all expenses of such proceedings or litigation.

B. In the event either Party to the agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the parties hereby mutually agree that the Supreme Court of the State

of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

18. Non-Discrimination

During the performance of this Agreement the Agency agrees that:

A) It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

B) No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

C) The Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

19. The Agency certifies, to the best of its knowledge and belief, that:

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

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

C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20. Environmental Tobacco Certification

By signing this contract agreement the contractor or grantee certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more

restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

21. Corporate Compliance Plan

a. The Agency hereby certifies that it receives $500,000 per year in Medicaid payments.

b. TO BE ANSWERED ONLY IF THE AGENCY RECEIVES $500,000 OR MORE IN MEDICAID FUNDS ANNUALLY. STRIKE OUT IF THE AGENCY RECEIVES LESS THAN $500,000 ANNUALLY. The Agency hereby certifies that it is required to comply with New York State's Mandatory Provider Compliance Programs Law and has adopted and implemented an effective and appropriate Compliance Plan, as defined by Social Services Law Section 363-d and NYCRR Part 521.1 Further, the Agency acknowledges that its governing body members have approved and adopted its Compliance Plan.

c. The Agency 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. The Agency further represents and warrants that it performs screening of all of its employees and subcontractors against federal and State lists of restricted, terminated or excluded individuals or entities for participation in federal health care program or any other government payment program.

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

22. The Agency hereby covenants and agrees that it is familiar with Governor Cuomo's Executive #38 and the State departmental rules and regulations that apply thereto. The Agency hereby states that it is in compliance therewith. More specifically:

a) If term of this agreement falls into 2014, then the Agency hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than seventy-five percent thereof shall be applied to covered operating expenses rather than administrative expenses. If the term of this agreement falls into 2014, then that percentage shall increase to eighty percent. If the term of this agreement falls into 2015 or thereafter, then that percentage shall increase to eighty-five percent. .

b) The executive compensation for the Agency does not exceed $199,000 per year.

c) The Agency shall report to the State or its designee as required by the applicable rules and regulations.

23. The County of Rensselaer reserves the right to terminate this Agreement prior to the end date hereof, as set forth in this Agreement, and any primary or underlying agreement between the parties hereto for the provision of professional services or otherwise, upon written notice to Business Associate, in the event the County shall, in its sole and exclusive judgment, determine that this Agreement has been breached by Business Associate or its agents, employees, successors or assigns. Such written notice shall be deemed effective upon mailing, by first class mail, to Business Associate at the address set forth hereinabove.

24. Agency 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. Agency 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 Offices 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 Agency, said Agency shall notify the County within five (5) days of such discovery. The County reserves the 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 Agency fails to fulfill its obligations under this section.

25. The parties to this agreement further agree to take such action to amend this agreement as may be necessary from time to time for the County to maintain compliance with HIPAA requirements.

26. The respective rights and obligations of the parties to this agreement shall survive the termination hereof.

27. Any ambiguity in this agreement shall be resolved in favor of a meaning which permits the County to comply with the requirements of HIPAA. Further, should any term, provision or condition of a primary or underlying agreement between the parties conflict with any term or provision hereof, the term or provision of this agreement shall be deemed controlling.

28. The following information regarding the Agency is pertinent and necessary for the parties to carry out this agreement:

Address: 5172 Western Turnpike, Altamont, NY 12009-9566
Attention: William DeVita
Phone: 518-464-1511
Agency e-mail address: wmdevita@rehab.org

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

BUSINESS ASSOCIATE AGREEMENT

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

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Rehabilitation Support Services, Inc**.

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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

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

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

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

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

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or

disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

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

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

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

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

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

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person,

and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered

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

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

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

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

Rensselaer County Attorney's Office
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 5172 Western Turnpike, Altamont, NY 12009-9566
Attention: William DeVita
Phone: 518-464-1511

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

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

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

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

EXHIBIT A
FORM OF NOTIFICATION

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

- Rensselaer County, New York, (the "County") and
- Rehabilitation Support Services, Inc., (Business Associate).

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

Description of the Incident:

_____
_____
_____
_____
_____
_____

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

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

_____
_____
_____

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

_____
_____
_____

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

Email Address: _____
Phone Number: _____

Rensselaer County
and
Samaritan Hospital

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Samaritan Hospital (St. Peter's Health Partners) with an address of 2215 Burdett Avenue, Troy, New York 12180, hereinafter referred to as the "Agency". County and Agency are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County, mental health, mental retardation and/or alcoholism services authorized by Article 4l of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Agency is a non-profit legal entity established for the purpose, among others, of furnishing mental health, mental retardation, and/or alcoholism services, and is authorized to furnish such services to the County of Rensselaer, and

WHEREAS, the Agency has certain mental health, mental retardation, and/or alcoholism facilities which, in the establishment of a Community Mental Hygiene Plan for the County, would be desirable and beneficial, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Agency for the furnishing of such community services as aforesaid, and the said Agency has agreed to render and furnish such community services to the County to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

WHEREAS, among the Agency Services are certain services provided pursuant to Chapter 620 of the Laws of l974 (Section 4l.l8 Mental Hygiene Law);

NOW, THEREFORE, it is mutually agreed between the parties as follows:

l. The Agency at its own expense and charge and for the consideration herein provided, agrees to furnish adequate, qualified and trained personnel with the appropriate credentials, together with the required office space and equipment, and to furnish and render to the County of Rensselaer mental health services which may include, but are not limited to psychiatric clinics, psychiatric rehabilitation services, and consultant and educational services, for the examination, diagnosis, care and treatment of children and adults suffering from mental illness, mental defect, mental retardation, alcoholism, epilepsy, or emotional disorders which services may also include consultation, treatment, diagnostic evaluations, residential services and vocational training.

2. The Agency agrees to furnish such psychiatric, psychological, counseling and other appropriate services and have available at reasonable times, staff professionally qualified with the appropriate credentials to provide these services. The services of the professional staff shall be integrated through regular staff meetings and other conferences for the joint planning

and evaluation of treatment of persons entitled to such services. Individual records shall be kept on each case which shall include all diagnostic studies and record of treatment provided by the professional staff. Such statistical data shall be kept as may be required by the Rensselaer County Commissioner of Mental Health and/or the New York State Commissioner of Mental Hygiene.

3. The Agency agrees to participate with the County in an on-going program of planning and evaluation of the Community Mental Hygiene Plan for the County of Rensselaer throughout the contract year in order to comply with the mandate contained in Article 4l of the Mental Hygiene Law, and regulations promulgated thereunder, including but not limited to:

(a) Participation in a county and state information management system;
(b) Development of a review and evaluation mechanism,
(c) Provision for consumer participation in program development,
(d) Compliance with Local Government Unit guidelines for utilization, review and evaluation.

4. The Agency agrees to submit to the County, fiscal reports as requested and required by State funding agencies and the County Department of Mental Health, including written program narratives detailing statistical demographic information on the populations served under the contract. The Agency acknowledges that failure to submit reports by the established due dates may result in the withholding of advance payments.

5. The term of this Agreement shall be from **January 1, 2025** through **December 31, 2025**. Either Party may terminate this Agreement, provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

6. The Agency expressly represents and agrees that the Budget (excluding costs for Chapter 620 services) for Agency lists personnel, income, units of service, costs of service to be rendered by the Agency under this contract and shall not exceed a total net cost of **$219,584.00**. Agency operates the New York State Office of Mental Health Personalized Recovery Oriented Services (PROS) with clinical services for the County under the Office of Mental Health guidelines. The model allows recipients a path towards independence by developing strengths and skills that will assist recipients achieve their life goals. The PROS services are available for adults 18 years of age or order with a diagnosed psychiatric illness or co-occurring psychiatric illness and addictive disorder. The objectives of this program are to establish and secure safe housing, returning to work/school, volunteering, building a support network and decreasing costly hospitalization and emergency room visits. In the event the Agency fails to meet its unit of services performance goals, funds may be decreased by the County. New programming will not be implemented without prior approval by the Rensselaer County Commissioner of Mental Health.

7. That the Agency agrees to participate in the expansion of the comprehensive community mental hygiene programs in Rensselaer County by making a contribution to the County. The Agency agrees to pay to the County, at the time the Agency submits its claim to the County pursuant to the foregoing paragraph, the sum of $0.

8. The Agency certifies that money to be paid to the County will not be obtained from fees or their equivalent received for services rendered.

9. The County agrees to pay the Agency for services provided pursuant to this agreement to be paid within 45 days on receipt of a claim in such form as prescribed by the County and after audit and approval by the County. It is agreed that such claims are to be submitted within 30 days by the Agency, quarterly, unless otherwise directed by the County Executive. However, the Agency agrees that, if for any reason whatsoever that the Agency shall spend during the term of this agreement for the purpose set forth herein an amount less than agreed, the total County payment herein shall be reduced to an amount of approved actual Agency expenditures made for such purposes.

10. If the appropriate State agencies shall fail to approve full state aid in reimbursement to the County for payments made by the County to the Agency, for expenditures made during the term of this agreement, for any reason whatsoever, then the County may require an additional payment due from the Agency to the County in an amount equal to the reimbursement denied by the appropriate State agencies.

11. It is further understood and agreed that in the event that the actual fees collected by the Agency exceed the estimated amount as stated in the Budget which is attached to and made a part of this contract, such fees may, with the consent of the parties hereto, be used to expand the services provided by the Agency and to increase the amount of gross expenditures by amending this Budget with the approval of the Rensselaer County Mental Health Commissioner and the New York State Department of Mental Hygiene.

12. The Agency agrees that it shall have available for audit and inspection the County, the New York State Department of Mental Hygiene, and/or for the New York State Comptroller, its plants, facilities and other statistical records, and shall keep its clinical records available for inspection by properly authorized personnel of the County and the State. The Agency further agrees that it shall make available upon request to the County any independent audit.

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

14. Agency acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County of Rensselaer. Accordingly Agency agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorney's fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Agency, its agents or employees which occurs during the performance of the services to be provided hereunder. Agency further agrees to maintain during the term of this agreement such Workers Compensation and Disability
Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by the Agency.

15. The Agency will charge and collect fees from patients financially able to pay such fees but any fees charged shall not exceed the amount approved by the Commissioner of Mental

Hygiene of the State of New York. However, no person shall be denied the mental health services provided for by this agreement because of inability to pay; and no person shall be denied such services because of his race, color, creed, or county of origin.

16. This agreement is subject to the provisions of Section l03a and l03b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

17. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

A. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Agency submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Agency, and concurrence of the County Attorney commence and maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Agency shall demand, provided that Agency shall provide, at no cost to County, counsel of Agency's choice to pursue such proceedings or such litigation and the Agency shall pay all expenses of such proceedings or litigation.

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

18. Non-Discrimination

During the performance of this Agreement the Agency agrees that:

A) It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

B) No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

C) The Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

19. The Agency certifies, to the best of its knowledge and belief, that:

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

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

C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20. Environmental Tobacco Certification

By signing this contract agreement the contractor or grantee certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or

regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

21. Corporate Compliance Plan

a. The Agency hereby certifies that it Does/Does not receive $500,000 per year in Medicaid payments.

b. TO BE ANSWERED ONLY IF THE AGENCY RECEIVES $500,000 OR MORE IN MEDICAID FUNDS ANNUALLY. STRIKE OUT IF THE AGENCY RECEIVES LESS THAN $500,000 ANNUALLY. The Agency hereby certifies that it is required to comply with New York State's Mandatory Provider Compliance Programs Law and has adopted and implemented an effective and appropriate Compliance Plan, as defined by Social Services Law Section 363-d and NYCRR Part 521.1 Further, the Agency acknowledges that its governing body members have approved and adopted its Compliance Plan.

c. The Agency 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. The Agency further represents and warrants that it performs screening of all of its employees and subcontractors against federal and State lists of restricted, terminated or excluded individuals or entities for participation in federal health care program or any other government payment program.

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

22. The Agency hereby covenants and agrees that it is familiar with Governor Cuomo's Executive #38 and the State departmental rules and regulations that apply thereto. The Agency hereby states that it is in compliance therewith. More specifically:

a) If term of this agreement falls into 2014, then the Agency hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than seventy-five percent thereof shall be applied to covered operating expenses rather than administrative expenses. If the term of this agreement falls into 2014, then that percentage shall increase to eighty percent. If the term of this agreement falls into 2015 or thereafter, then that percentage shall increase to eighty-five percent. .

b) The executive compensation for the Agency does not exceed $199,000 per year.

c) The Agency shall report to the State or its designee as required by the applicable rules and regulations.

23. The County of Rensselaer reserves the right to terminate this Agreement prior to the end date hereof, as set forth in this Agreement, and any primary or underlying agreement between the parties hereto for the provision of professional services or otherwise, upon written notice to Business Associate, in the event the County shall, in its sole and exclusive judgment,

determine that this Agreement has been breached by Business Associate or its agents, employees, successors or assigns. Such written notice shall be deemed effective upon mailing, by first class mail, to Business Associate at the address set forth hereinabove.

24. Agency 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. Agency 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 Offices 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 Agency, said Agency shall notify the County within five (5) days of such discovery. The County reserves the 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 Agency fails to fulfill its obligations under this section.

25. The parties to this agreement further agree to take such action to amend this agreement as may be necessary from time to time for the County to maintain compliance with HIPAA requirements.

26. The respective rights and obligations of the parties to this agreement shall survive the termination hereof.

27. Any ambiguity in this agreement shall be resolved in favor of a meaning which permits the County to comply with the requirements of HIPAA. Further, should any term, provision or condition of a primary or underlying agreement between the parties conflict with any term or provision hereof, the term or provision of this agreement shall be deemed controlling.

28. The following information regarding the Agency is pertinent and necessary for the parties to carry out this agreement:

Address: 2215 Burdett Avenue, Troy, New York 12180
Attention: Michael Finegan
Phone: 518-271-3215

Agency e-mail Address: michael.finegan@sphp.com

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

BUSINESS ASSOCIATE AGREEMENT

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

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Samaritan Hospital.

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

3.5 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that

reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.6 must:

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

3.6.10 Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or

disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

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

3.6.12 Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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

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

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

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

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

3.13 A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

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

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

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

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

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

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

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

3.21 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections

of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in

a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 2215 Burdett Avenue, Troy, New York 12180
Attention: Michael Finegan
Phone: 518-271-3215

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

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

10.7 Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

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

EXHIBIT A
FORM OF NOTIFICATION

This notification is made pursuant to Section III.6 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Samaritan Hospital, (Business Associate).

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

Description of the Incident:

_____
_____
_____
_____
_____
_____

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

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

_____
_____
_____

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

_____
_____
_____

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