



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date April 8, 2025

Resolution No. G/9

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF ADDICTION SERVICES AND SUPPORTS, AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET AND AUTHORIZING AN AGREEMENT WITH THE ADDICTIONS CENTER OF ALBANY, INC. - DEPARTMENT OF MENTAL HEALTH**

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

**WHEREAS**, The Rensselaer County Department of Mental Health ("Department") acts as a conduit for monies from New York State Office of Addiction Services and Supports ("OASAS") and various service providers operating in the County; and

**WHEREAS**, Resolutions G/246/23 and G/166/24 authorized the acceptance of Opioid Settlement Regional Abatement Funds from the New York State Office of Addiction Services and Supports ("OASAS") for the 2023 and 2024 fiscal years; and

**WHEREAS**, The Department has been notified by OASAS that additional funding has been released for 2025 and has authorized the Department to roll over unspent funding from 2023-2024 to the 2025 Rensselaer County Adopted Budget; and

**WHEREAS**, The Department seeks approval to accept the 2025 Opioid Settlement Regional Abatement funding from OASAS; and

**WHEREAS**, The Department requests Legislative approval to enter into an agreement with The Addictions Care Center of Albany, Inc. for the period of January 1, 2025 to December 31, 2025 using 2025 Opioid Settlement Regional Abatement Funds for the purpose of contracted services and pass through funding; and

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

<u>DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
Co-Occurring Training Project (01/01/2025-12/31/2025)	The Addictions Center of Albany, Inc. 90 McCarty Avenue Albany, NY 12202	A.4250.04894	\$25,000.00

; now, therefore, be it

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

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

**RESOLVED,** That the 2025 Rensselaer County Adopted Budget be amended as follows:

**2025 GENERAL FUND REVENUES**

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health A.4250.34980 OASAS Opioid Settlement	\$507,662.00	<u>\$910,752.65</u>	\$1,418,414.65
<b>TOTAL REVENUE:</b>		<b>\$910,752.65</b>	

**2025 GENERAL FUND APPROPRIATIONS**

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health A.4250.04894 OASAS Opioid Settlement	\$507,662.00	<u>\$910,752.65</u>	\$1,418,414.65
<b>TOTAL APPROPRIATIONS:</b>		<b>\$910,752.65</b>	

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**April 8, 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

**2025 OASAS OSF Regional Abatement Reconciliation**

April Resolution

	Revenue	Expenses
2023	\$ 917,700.00	\$ 93,132.10
2024	\$ 712,106.00	\$ 386,368.25
2025	\$ 268,109.00	
Total	\$ 1,897,915.00	\$ (479,500.35)

Revenue \$ 1,897,915.00

Expenses \$ (479,500.35)

Balance \$ 1,418,414.65

Current Budget \$ 507,662.00 A.4250.04894

**\$ 910,752.65** \*change to current year budget for Apr Reso to bring balance forward

**Rensselaer County  
and  
Addictions Care Center of Albany, 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 Addictions Care Center of Albany, Inc. with an address of 90 McCarty Avenue., Albany, New York 12202, 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 41 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 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 1974 (Section 41.18 Mental Hygiene Law);

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

1. 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 as set forth in the attached **Appendix A**.
2. 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.
3. 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.

4. 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 **\$25,000.00**. See attached **Appendix B**.
5. 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.
6. The Agency certifies that money to be paid to the County will not be obtained from fees or their equivalent received for services rendered.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. This agreement is subject to the provisions of Section 103a and 103b, 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.

15. 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

16. 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.

17. 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 subrecipients 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.

18. 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.

19. Corporate Compliance Plan

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

- d. 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.
- e. 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.

20. 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:
- f. 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. .
  - g. The executive compensation for the Agency does not exceed \$199,000 per year.
  - h. The Agency shall report to the State or its designee as required by the applicable rules and regulations.
21. 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.
22. 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:

- i. the General Services Administration's Federal Excluded Party List System or any successor list;
- j. 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.

23. 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.
24. The respective rights and obligations of the parties to this agreement shall survive the termination hereof.
25. 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.
26. The following information regarding the Agency is pertinent and necessary for the parties to carry out this agreement:  
Address: 90 McCarty Avenue, Albany, New York 12202  
Attention: Keith W. Stack, CEO  
Phone: 518-465-5470  
Agency e-mail Address: kstack@theacca.net

**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 Additions Care Center of Albany, Inc. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

### 1. GENERAL

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

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

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

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

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

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

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

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

2. “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Addictions Care Center of Albany, Inc.

3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR §164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

### 3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;
8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;
9. State whether the PHI was actually acquired or viewed;
10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and
12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or

use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III. 6.4 – III. 6.11 above.

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

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.
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.
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.
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.
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).
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.
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

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.

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

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

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

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

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.

3. Effect of Termination:

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.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible,

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

3. Should Business Associate violate this Agreement, HIPAA, the

Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

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

1. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.
2. **Regulatory References.** A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.
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  
1600 Seventh Avenue  
East Greenbush, NY 12061  
(518) 270-2950  
(518) 270-2954 (fax)
4. **Notice to Business Associate.** Any notice required under this Agreement to be given Business Associate shall be made in writing to:  
Address: 90 McCarty Avenue, Albany, New York 12202  
Attention: Keith W. Stack, CEO  
Phone: 518-465-5470
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.

6. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.
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
- Addictions Care Center of Albany, 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:

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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):

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

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Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## APPENDIX A

Vendor will provide an evidence-based training plan for counselors who are treating individuals with severe substance use disorders and severe mental disorders across various age groups, including youth, young adults, working-age adults, and adults age 60 and above.

Effective treatment for this diverse population requires a comprehensive approach that integrates substance abuse and mental health interventions tailored to the specific needs and developmental considerations of each age group. By equipping counselors with evidence-based practices and specialized knowledge, Vendor ~~we can~~ will continue to improve the quality of care provided to these individuals and enhance their chances of successful recovery.

This comprehensive training plan will cover a range of topics, including assessment and diagnosis, treatment planning, therapeutic techniques, relapse prevention, and ongoing support strategies. It will also incorporate the latest research findings, best practices, and emerging trends in the field of co-occurring disorders. By implementing this evidence-based training plan, Vendor will supply that counselors are equipped with the necessary skills, expertise, and evidence-based approaches to effectively address the complex needs of individuals with severe substance use and severe mental disorders, ultimately leading to improved treatment outcomes and increased chances of lasting recovery.

It will also emphasize the importance of understanding the unique needs and experiences of individuals with severe co-occurring disorders, promoting an integrated and person-centered approach. Budget.

**APPENDIX B**

<b>USE OF FUNDS BUDGET</b>	
<b>SUBJECT</b>	<b>COST</b>
<b>CURRICULUM DEVELOPMENT:</b> Costs associated with researching, developing, and organizing the training curriculum, including materials and resources.	
<b>TRAINER FEES:</b> Compensation for experienced trainers who will facilitate the training sessions and provide supervision and consultation.	
<b>TRAINING DELIVERY:</b> <ul style="list-style-type: none"><li>• <b>In-person Workshops:</b> Costs related to venue rental, equipment, travel, and accommodations (if applicable).</li></ul>	
<ul style="list-style-type: none"><li>• <b>Online Modules:</b> Expenses associated with developing and hosting interactive online modules, including multimedia elements and platform fees.</li></ul>	
<b>EVALUATION AND ASSESSMENT:</b> Funds required for conducting pre- and post-training assessments, collecting participant feedback, and analyzing data to measure the effectiveness of the training program.	

Not to exceed \$25,000 for the term of the Agreement.

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services Committee Date April 9, 2024

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Resolution No. G/166/24

## RESOLUTION AUTHORIZING AMENDED AGREEMENTS AND AMENDING THE 2024 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 Rensselaer County Department of Mental Health ("Department") acts as a conduit for monies from New York State Office of Addiction Services and Supports Services ("OASAS") and various service providers operating in the County; and

WHEREAS, The Department has been advised by OASAS that additional funding from the Opioid Settlement Regional Abatement fund has been released for 2024, and OASAS has authorized the Department to use unspent funding from 2023 in the 2024 fiscal year; and

WHEREAS, Per Resolution G/246/23, the Department was authorized to accepted funding from the 2023 Opioid Settlement Regional Abatement Fund; and

WHEREAS, The Department requests approval to accept 2024 Opioid Settlement regional Abatement funding from New York State OASAS; and

WHEREAS, The Department requests Legislative authorization to enter into an agreement with the City of Troy for the period January 1, 2024 to December 31, 2024 using 2023 and 2024 Opioid Settlement Regional Abatement funds, for the purpose of contracted services and pass through funding; and

WHEREAS, The Department requests Legislative authorization to enter into an agreement with the Albany Diocesan School Board for the period January 1, 2024 to December 31, 2024 using 2024 Opioid Settlement Regional Abatement Funds for the purpose of contracted services and pass through funding; and

WHEREAS, The Department requests Legislative authorization to amend a previous agreement with The Addictions Care Center of Albany, Inc. for the period of December 1, 2023 to December 31, 2024 and enter into a new term agreement for the period January 1, 2024 to December 31, 2024 using 2023 and 2024 Opioid Settlement Regional Abatement Funds for the purpose of contracted services and pass through funding; and

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

<u>VENDOR</u>	<u>DESCRIPTION AND DATES</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
City of Troy 433 River Street, Suite 5001 Troy, NY 12180	2023 OASAS OSF Award Pass Through Funding (01/01/2024-12/31/2024)	A.4250.04894	\$112,742.00
	2024 OASAS OSF Award Pass Through Funding (01/01/2024-12/31/2024)	A.4250.04984	\$78,000.00
Albany Diocesan School Board 40 N. Main Avenue Albany, NY 12203	Catholic School Prevention Programs (01/01/2024-12/31/2024)	A.4250.04894	\$22,563.00
The Addictions Center of Albany, Inc. 90 McCarty Avenue Albany, NY 12202	Co-Occurring Training Project (01/01/2024-12/31/2024)	A.4250.04894	\$25,000.00
	Housing Amending Stipend Agreement (12/01/2023-12/31/2024)	A.4250.04894	\$190,424.00

; 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 2024 Rensselaer County Adopted Budget be amended as follows:

REVENUES

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health A.4250.34980 OASAS Opioid Settlement	\$776,101.00	\$273,511.00	\$1,049,612.00
<b>TOTAL REVENUE:</b>		\$273,511.00	

APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health A.4250.04894 OASAS Opioid Settlement	\$776,101.00	\$273,511.00	\$1,049,612.00
<b>TOTAL APPROPRIATIONS:</b>		\$273,511.00	

Resolution ADOPTED by the following vote:

Ayes: 18  
Nays: 0  
Abstain: 0  
April 9, 2024

Clerk of the Legislature

Sent to County Executive 4/10/24

Received from County Executive 4/10/24

Jessica L. Chavis  
Clerk of the Legislature



Executive Action

Approved ✓ Date 4/10/24

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

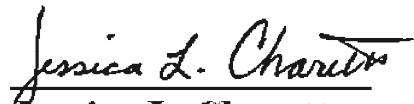
W. F. McCall  
County Executive

# **Rensselaer County Legislature**

## **Clerk's Certification**

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

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of East Greenbush, New York, this 11th day of April, 2024.**

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

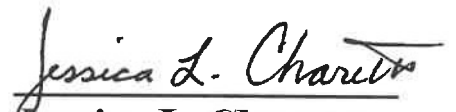
**Seal**

# **Rensselaer County Legislature**

## **Clerk's Certification**

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

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 16<sup>th</sup> day of June, 2023.**

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

**Seal**

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Bayly, Hoffman, Grimm

Sent To: Contracts & Agreements

Committee

Date June 13, 2023

Resolution No. G/246/23

## RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - MENTAL HEALTH

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

**WHEREAS,** The Rensselaer County Department of Mental Health ("Department") acts as a conduit for monies from The New York State Office of Addiction Services and Supports ("OASAS") and various service providers operating in the County; and

**WHEREAS,** The Department requests legislative authorization to accept new funding of \$776,101.00 from the Opioid Settlement Funding Regional Abatement through OASAS, designated for state fiscal year 2023; and

**WHEREAS,** The funds will be used to address substance use prevention, treatment, harm reduction and recovery service needs at the local level; and

**WHEREAS,** The OASAS approved spending plan for the funds include amounts in the following categories: 20% Treatment, 25% Investments Across Service Continuum (Peers), 20% Housing, 20% Prevention, 15% Administrative Costs; now, therefore, be it

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

RESOLVED, That the 2023 Rensselaer County Adopted Budget be amended as follows:

REVENUES

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4250 Department of Mental Health .34980 OASAS Opioid Settlement	\$0	\$388,050.50	\$388,050.50
Total Revenue:		\$388,050.50	

APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4250. Department of Mental Health .04894 OASAS Opioid Settlement	\$0	\$388,050.50	\$388,050.50
Total Appropriations:		\$388,050.50	

Resolution ADOPTED by the following vote:

Ayes: 19  
Nays: 0  
Abstain: 0  
June 13, 2023

Clerk of the Legislature

Sent to County Executive 6/14/23

Received from County Executive 6/16/23

Jessica Messiman, Deputy  
Clerk of the Legislature



Executive Action

Approved  Date 6/15/23

Disapproved   
Veto Message Attached and Returned to Clerk

John F. Myk  
County Executive

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:   x   P Resolution: \_\_\_\_\_

Title of Legislation: Resolution Authorizing the County Executive to Authorize 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: \$ 910,752.65 current year  
\_\_\_\_\_ ongoing expenses per year

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

a) For federal funding: amount \$ 239,109.00 and length of time federal funding is available 2025. Is it available for ongoing expenses? Yes x or No \_\_\_\_\_

b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

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

d) Tax levy impact for current year \$ \_\_\_\_\_ and ongoing \$ \_\_\_\_\_

e) Other (please explain) \$ \_\_\_\_\_

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: OASAS is providing Rensselaer County with funds from the Opioid Settlement Fund (OSF) Regional Abatement to address the substance use prevention, treatment, harm reduction and recovery service needs at the local level. Funding for Rensselaer County LGU \$239,109 for State Fiscal Year 2025, an additional \$70,037 for SFY 2024 and an additional \$16,781 for SFY 2023. Pass-through funding for The City of Troy as "other litigating entity", LGU to disperse \$29,000 for SFY 2025 and an additional \$12,076 for SFY 2024. Amount of OSF Rollover from 2023 \$824,567.90 Amount of OSF Rollover from 2024 \$325,737.75. Total budget for 2025 is \$1,418,414.65.

Department Head

*Katherine G. Albrige-More*



**Office of Addiction  
Services and Supports**

**OASAS. Every Step of the Way.**

**KATHY HOCHUL**  
Governor

**CHINAZO CUNNINGHAM, MD**  
Commissioner

September 16, 2024  
Katherine Alonge-Coons  
Rensselaer County Unified Services Department of Mental Health  
Rensselaer

Dear Katherine,

On behalf of Governor Kathy Hochul, I am pleased to inform you that your county will be receiving money from the Opioid Settlement Fund as designated by the settlement agreements for state fiscal year 2025.

OASAS is providing the Local Governmental Unit (LGU) for Rensselaer County with dollars for the LGU to procure at its discretion based on the allowable use of funds per Opioid Settlement and Statute, and additional funding guaranteed to an Other Litigating Entity (OLE) within the county where applicable. Additional information on the use of funds and reporting is provided on the Opioid Settlement Fund Regional Abatement website. OASAS is conducting annual reconciliation of all appropriations to ensure all dollars available through Regional Abatement are passed on to receiving entities. Payments will be made this year to account for the outstanding balance owed from SFY'23 and SFY'24, as well as the anticipated SFY'25 payment. Please see the table below for details. Entities will receive up to three payment worksheets to account for the amounts owed because of the reconciliation and 2025 payment. Payments are expected to go out in October 2024.

<b>Entity</b>	<b>SFY2023 balance owed</b>	<b>SFY2024 balance owed</b>	<b>SFY2025 balance owed</b>	<b>Total Reconciliation 2025</b>
Rensselaer	\$16,781	\$70,037	\$239,109	\$325,928
Troy City	\$ 0	\$12,076	\$29,000	\$41,076
				\$367,004

OASAS is excited to work in partnership with the cities, LGUs, and OLEs on the use of the Opioid Settlement Fund. This funding is important in addressing the substance use prevention, treatment, harm reduction, and recovery services needs at the local level.

Please coordinate any publicity regarding this award with the OASAS Communications Office at [communications@oasas.ny.gov](mailto:communications@oasas.ny.gov) or by calling (518) 457-8299. Any other questions can be directed to (518) 485-2322.

Sincerely,

Chinazo Cunningham, MD  
Commissioner

cc: Constance Burke, Deborah Davis, Keith McCarthy,  
Tracey Collins, Trishia Allen

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date April 8, 2025

Resolution No. G/13

## RESOLUTION AUTHORIZING AN EXTENSION OF THE INCREASED EVENING SHIFT DIFFERENTIAL FOR CERTAIN NURSING STAFF - VAN RENSSELAER MANOR

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

**WHEREAS**, The Van Rensselaer Manor ("Department") is required to provide adequate, safe staffing for its residents; and

**WHEREAS**, Resolution G/204/24 authorized a temporary increase in the shift differential for employees in the titles of Certified Nurse's Aide (CNA), Licensed Practical Nurse (LPN), Registered Nurse (RN), and Assistant Supervisor of Nursing who are assigned to work a scheduled shift between the hours of 3:00pm and 11:00pm Monday through Sunday, of \$3.00 per hour for the period June 1, 2024 through May 31, 2025; and

**WHEREAS**, The Department is seeking Legislative approval to extend the temporary evening shift differential increase for the period of June 1, 2025 through May 31<sup>st</sup> 2026; and

**WHEREAS**, The temporary increase is to be presented to each applicable bargaining unit employee in the titles of Certified Nurse's Aide (CNA), Licensed Practical Nurse (LPN), Registered Nurse (RN), and Assistant Supervisor of Nursing; and

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

**WHEREAS**, The source of funding and the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, are as follows:

<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
EH.6020 - Skilled Nursing Facility	\$400,000.00

now, therefore, be it

**RESOLVED**, That the above described extended increase in evening shift differential for certain nursing staff is hereby approved.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

April 8, 2025

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



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Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive

**Rensselaer County  
and  
Daughter for Hire, LLC  
AMENDMENT**

This Amendment takes effect as of January 1, 2025 and is made by and between Rensselaer County on behalf of its Aging Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the “County” and Daughter for Hire, LLC with an address of 11 Herbert Drive, Latham, New York 12110 hereinafter referred to as the “Vendor”.

**WHEREAS**, County and Vendor entered into an Agreement effective **January 1, 2025** hereinafter referred to as the “Agreement”; and

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

**NOW THEREFORE**, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES** is amended to replace “for a sum not to exceed **\$30,000** for the term of the contract,” with “for a sum not to exceed **\$15,000** for the term of the contract.”
2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

**Rensselaer County  
And  
Attentive Care of Albany, Inc.**

This Service Agreement (“Agreement”) made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and **Attentive Care of Albany, Inc.** located at 5 Computer Drive West, Suite 101, Albany, New York 12205, hereinafter called the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Vendor is engaged in the business of offering respite services; and

**WHEREAS**, the County seeks to offer a caregiver support program to appropriate caregivers in Rensselaer County; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

Vendor agrees to provide a minimum of three (3) hours a day of respite care to a Rensselaer County resident at the direction of the County. Services shall include companion services and respite care for residents until completion of authorized respite hours have been used.

**2. TERM OF CONTRACT**

This Agreement shall commence on **January 1, 2025** and shall terminate on **December 31, 2025**.

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor **\$36.00** per hour for a sum not to exceed **\$15,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

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

## **6. INDEMNIFICATION**

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

## **7. VENUE**

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

## **8. EXECUTORY NATURE OF CONTRACT**

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

## **9. TERMINATION**

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

## **10. FORCE MAJEURE**

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

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

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. ENTIRE AGREEMENT**

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

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

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

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law:\_\_\_\_\_ G Resolution:\_\_\_\_\_ P Resolution:\_\_\_\_\_

Title of Legislation:\_\_\_\_\_

Requested by:\_\_\_\_\_

Sponsor(s):\_\_\_\_\_

**FISCAL IMPACT**

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

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

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

b) For state funding: amount \$\_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

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

d) Tax levy impact for current year \$\_\_\_\_\_ and ongoing \$\_\_\_\_\_

e) Other (please explain) \$\_\_\_\_\_

3) Is this expense or program mandated? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Head

\_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date April 8, 2025

Resolution No. G/48

## RESOLUTION APPOINTING A MEMBER TO THE RENSSELAER COUNTY COMMUNITY SERVICES BOARD - MENTAL HEALTH

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

**WHEREAS**, Pursuant to Section 41.11 of the Mental Hygiene Law of the State of New York, the following individual have been recommended for service on the Community Services Board; now, therefore, be it

**RESOLVED**, That the following individual is and hereby appointed, confirmed, and ratified in all respects to serve on the Rensselaer County Community Services Board for a term to begins and to ends as stated:

Name	Address	Term
Melissa C. Antolick, LMSW (N)	1086 Hudson Avenue, Stillwater 12170	4/4/25 - 12/31/25

(R) Re-appointment

(N) New member

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

April 8, 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