

SOCIAL SERVICES COMMITTEE

TUESDAY, OCTOBER 4, 2022

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
SS/C/B/R	G/1	<p>RESOLUTION AUTHORIZING A CONTRACT FOR SUBSTANCE ABUSE PREVENTION SERVICES AND AMENDING THE 2022 RENSSELAER COUNTY ADOPTED BUDGET - MENTAL HEALTH</p> <p>Motion Made By: Secoded By: Moved:</p> <p>Notes:</p>
SS/C/B/R	G/5	<p>RESOLUTION AUTHORIZING AN AGREEMENT FOR NEW YORK STATE FAMILY FIRST PREVENTION SERVICES AND AMENDING THE 2022 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF SOCIAL SERVICES</p> <p>Motion Made By: Secoded By: Moved:</p> <p>Notes:</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 11, 2022

Resolution No. G/1

**RESOLUTION AUTHORIZING A CONTRACT FOR SUBSTANCE ABUSE PREVENTION SERVICES AND
AMENDING THE 2022 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 seeks a contract with the Lansingburgh School District, to provide prevention staff and substance abuse prevention services for a five-year period from 2022 through 2027, school years under the Lansingburgh School District's five-year grant with NYS Office of Mental Health; and

WHEREAS, The following agreement is based upon being approved by the Lansingburgh School District's budget for each year;

CONTRACT

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>REVENUE CODE</u>	<u>CONTRACT AMOUNT</u>
Student Assistance Programs OMH Turnpike Elementary & Lansingburgh Middle & High School (9/01/22 - 8/31/27)	Lansingburgh Central Schools 55 New Turnpike Road Troy, NY 12182	A.4323.16301	\$ 92,000.00
		(Amount not to Exceed \$460,000)	

; now, therefore, be it

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2022 REVENUES

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A Fund			
A.4323.16301 MH Substance Abuse Services	\$443,999	\$24,600	\$468,599
Total Revenues:		\$24,600	

2022 APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
<u>A. 4323</u>			
01007 Personnel Services (Student Assistant Specialist)	\$450,313	\$14,953	\$465,266
02400 Other Equipment	\$ 32,000	\$ 1,600	\$ 33,600
04010 Travel	\$ 10,500	\$ 113	\$ 10,613
04500 Special Dept Supplies	\$ 33,000	\$ 85	\$ 33,085
08001 Retirement	\$ 69,705	\$ 1,499	\$ 71,204
08002 Vision	\$ 553	\$ 23	\$ 576
08003 Social Security	\$ 55,204	\$ 1,198	\$ 56,402
08006 Medical Insurance	\$149,967	\$ 5,077	\$155,044
08007 Dental	\$ 1,160	\$ 52	\$ 1,212
Total Appropriations:		\$24,600	

; 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 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:

October 11, 2022

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

**Rensselaer County
and
Lansingburgh Central Schools**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the "County", and **Lansingburgh Central Schools** located at 55 New Turnpike Road, Troy, New York 12182 hereinafter referred to as the "District". County and District are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the parties seek to use due diligence in decreasing substance abuse by providing substance abuse prevention programming to students, families and staff; and

WHEREAS, the District has received a grant award "Student Mental Health Support Grants to School Districts: from the New York State Office of Mental Health; and

WHEREAS, the District desires to utilize a portion of the grant award funds to contract with the County to retain the professional services of one full-time Student Assistant Specialist dedicated to provide services to the District (See attached **Schedule 1**) ; and

WHEREAS, the agreement for three Student Assistant Specialist positions entered into between the parties in August 2022 will remain in effect and be supplemented by this agreement to add an additional Student Assistant Specialist.

WHEREAS, the County employs persons (Student Assistant Specialist) who provide those professional services; and

WHEREAS, the District and the County wish to enter into an agreement whereby the County will provide one Student Assistant Specialist to the District.

NOW, THEREFORE, the parties do hereby agree as follows;

1. SCOPE OF SERVICES

The County shall provide the District with one full-time (35 hours/week) Student Assistant Specialist to perform the following services:

- a. Present evidence-based prevention curriculum to students;
- b. Provide opportunities for parents to participate in prevention programs and planning;
- c. Provide assessment, crisis intervention and referral, and prevention counseling;
- d. Provide consultant services to administration, teachers and parents; and
- e. Provide short-term groups focused on skill building.

It is understood that the District will provide use of a private, dedicated, confidential office space, desk and phone, password protected computer with internet access at an agreed upon location within the District, and a locked filing cabinet and related supplies to accommodate the Student Assistant Specialists.

It is further understood that the Student Assistant Specialists will have access to confidential personal health and other confidential information. To address this confidential information, the County and the District will enter into a Business Associate Agreement as attached hereto.

2. CONSIDERATION

For the services to be provided to the District under this Agreement, the District shall pay to the County:

Contract Term		Yearly Charge	
Year 1	2022-2023	\$ 92,000.00	
Year 2	2023-2024	\$ 92,000.00	
Year 3	2024-2025	\$ 92,000.00	
Year 4	2025-2026	\$ 92,000.00	
Year 5	2026-2027	\$ 92,000.00	
		Total Not to Exceed	\$460,000.00

the amount of **\$92,000.00 per year**, in shall be paid in quarterly installments, to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

Total amount not to exceed **\$460,000,000** during the term of this agreement,

3. TERM OF AGREEMENT

This Agreement shall commence on **September 1, 2022** and shall terminate on **August 31, 2027**.

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, 1600 7th Avenue, Troy, New York 12180.

6. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of a Party, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Notwithstanding the previous sentence, the amount of such indemnification by either Party to the other shall not exceed the total amount paid as set forth in this Agreement.

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

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

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

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

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

10. TERMINATION

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

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters,

strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

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

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

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

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

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

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 Lansingburgh Central Schools (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 Lansingburgh Central Schools.

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 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
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180
(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: 55 New Turnpike Road, Troy, New York 12182
Attention: Dr. Antonio Abitabile
Phone: 518-233-6850

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
- Lansingburgh Central Schools, (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: _____



LANSINGBURGH
— CENTRAL SCHOOL DISTRICT —

Linda Klime
Business Administrator
Phone: 518-233-6850
Fax: 518-235-5838
Email: lklime@lansingburgh.org

DISTRICT OFFICE
55 New Turnpike Road
Troy, New York 12182
www.lansingburgh.org

Katherine Alonge-Coons
Rensselaer County Department of Mental Health
Rensselaer County Office Building
1600 7th Avenue, 3rd Floor
Troy, NY 12180

Katherine,

The Lansingburgh Central School District intends to contract with RCDMH for the position of Prevention Specialist at an annual rate of \$92,000 for the 5 year duration of our “Student Mental Health Support” grant.

If you have any questions or need additional information, please reach out to me.

Sincerely,

Linda Klime
Business Administrator

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Contracting with the Lansingburgh School district in Rensselaer County for Prevention Services under their 5 year Office of Mental Health Grant.

Requested by: _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$24,600 for balance of 2022
\$92,000 ongoing expenses per year for a period of five years. \$460,000 total life of contract.

- 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) \$ 24,600 for the balance of 2022, including start up equipment and ongoing will be \$92,000 per year.

- 3) Is this expense or program mandated? Yes ___ No XXX

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

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Lansingburgh School District receive a grant from the NYS Office of Mental Health and has contracted the Rensselaer County Dept of Mental Health to provide prevention Services. There is a substantial need for prevention services to the community and district for these services.

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 11, 2022

Resolution No. G/5

**RESOLUTION AUTHORIZING AN AGREEMENT FOR NEW YORK STATE FAMILY FIRST
PREVENTION SERVICES AND AMENDING THE 2022 RENSSELAER COUNTY ADOPTED BUDGET
- DEPARTMENT OF SOCIAL SERVICES**

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

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

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

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

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

WHEREAS, The Department wishes to enter into a program partnership agreement between START Children's Center, Inc, Rensselaer County, East Greenbush Central School District and the Rensselaer City School District; and

WHEREAS, START would place a full-time Family Intervention Specialist directly in the schools, to be shared equally by the two district partners, to reduce child welfare system involvement recidivism, provide support to families, provide service linkage to families and increase the youth's school engagement; and

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

WHEREAS, The Department will be responsible for 62% of the total cost of the program, which is \$70,000.00, with the two school districts sharing the remaining 38% of the cost equally; and

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

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

<u>CONTRACT DESCRIPTION & DATES</u>	<u>VENDOR/ADDRESS</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT OF CONTRACT</u>
Family Intervention Specialist 10/1/22-9/30/23	START Children’s Center, Inc. 127 Bloomingrove Drive 2 nd Floor North Troy, NY 12180	A.6070.04747	\$43,400.00

; now, therefore, be it

RESOLVED, That the 2022 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUES

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Soc Ser Purchase of Services-SA A.6070.36701	\$3,374,136.00	\$ 6,727.00	\$3,380,863.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services - Administration			
A.6010.04010 Travel	\$ 138,980.00	(\$ 4,123.00)	\$ 134,857.00
Department of Social Services - Purchase of Services			
A.6070.04747 Child Preventive Services	\$2,687,736.00	<u>\$ 10,850.00</u>	\$2,698,586.00
Total Appropriations		\$ 6,727.00	

; and, be it further

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:

October 11, 2022

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

THIS AGREEMENT is entered into as of this ____ day of _____, 2022, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at Ned Pattison Government Center, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as the “**County**”, and the **START CHILDREN’S CENTER, INC.**, a not-for-profit corporation with offices located at 127 Bloomingrove Drive, 2nd Floor North, Troy, New York, hereinafter referred to as “**Vendor**.”

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

This agreement shall commence on October 1, 2022 at 12:01 a.m. and shall terminate on September 30, 2023 at 11:59 p.m.

ARTICLE 3. COMPENSATION

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

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the **Services** herein provided. Vendor further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Rensselaer County Ethics Law as amended from time to time, to submit a Disclosure form to the Rensselaer County Board of

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the services and/or supplying goods and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for

determining the means and methods of performing the services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

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

ARTICLE 13. INSURANCE

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

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker’s Compensation	Statutory

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

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

Rensselaer County
 Attn.: County Attorney
 Ned Pattison County Government Center
 1600 Seventh Avenue
 Troy, New York 12180

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

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

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

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

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

D. Immediate notice shall be given to the County through the Department Head and the County Attorney of

circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

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

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 16. TERMINATION

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

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

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

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

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

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

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

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

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

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. MODIFICATION

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

ARTICLE 22. MEDICAID COMPLIANCE

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

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

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

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

In the event that an excluded party is discovered by the Vendor/Contractor, said Vendor/Contractor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The County further reserves its right to cancel this agreement and declare the same null and void in the event that the Vendor/Contract fails to fulfill its obligations under this section.

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

COUNTY OF RENSSELAER, NEW YORK

START CHILDREN'S CENTER, INC.

By: _____

Steven F. McLaughlin
County Executive

DATE: _____

By: _____

Kevin Maloney
Executive Director

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Family Intervention Specialist

A Program Partnership between the START Children’s Center, Rensselaer County Department of Social Services, Rensselaer City School District and the East Greenbush Central School District

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

SCHEDULE B

FEES AND EXPENSES

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

LEGISLATIVE FISCAL IMPACT STATEMENT

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH START CHILDREN’S CENTER, INC.
AND AMENDING THE 2022 ADOPTED BUDGET

Title of Legislation: _____

Requested by: _____ Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 43,400 current year
\$ similar ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 62% State preventive funding

a) For federal funding: amount \$ N/A and length of time federal funding is available _____. Is it available for ongoing expenses?

b) Yes _____ or No _____

c) For state funding: amount \$ 26,908 and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

Program is mandated, separate funding is subject to future State budgets.

d) 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 \$ _____

e) Tax levy impact for current year \$ 16,492 and ongoing \$ _____

f) Other (please explain) \$ _____

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

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

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

OCFS mandates local social services districts offer preventive services contracts. Under Family First, the Department is required to avoid placement or provide the least restrictive placement relative to the child’s needs. The Department is required to submit a differential response plan to the State with the raising the lower age of juvenile delinquency legislative that takes effect December 29, 2022.

Department Head

Michael P. McMahon