

Social Services Committee Index

Tuesday, June 2, 2026

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SS/C/B/R	G/14	<p>RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF MENTAL HEALTH</p> <p>Motion Made By: Secoded By: In favor? Opposed? Notes: Resolution Moved</p>
SS/B/R	G/16	<p>RESOLUTION AUTHORIZING AN INCREASE AND EXTENSION OF THE EVENING SHIFT DIFFERENTIAL FOR NURSING STAFF - VAN RENSSELAER MANOR</p> <p>Motion Made By: Secoded By: In favor? Opposed? Notes: Resolution Moved</p>
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SS/C/B/R	G/19	<p>RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF SOCIAL SERVICES</p> <p>Motion Made By: Seconded By: In favor? Opposed? Notes: Resolution Moved</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/12

RESOLUTION AUTHORIZING A LEASE AND MAINTENANCE AGREEMENT FOR COPIERS AND PRINTERS - VAN RENSSELAER MANOR

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

WHEREAS, Van Rensselaer Manor ("Facility") is seeking Legislative approval to lease three (3) Lanier copiers/printers to replace the current leased units in the Business Office, Dietary and Unit C1; and

WHEREAS, Electronic Business Products, 4 Airport Park Blvd., Latham, New York 12110, an authorized distributor for Lanier Copier through the Premier Consortium contract, will be responsible to distribute the copiers/printers and provide the maintenance services while the leasing is processed through DeLage Landen Financial Services, 1111 Old Eagle School Road, Wayne, PA 19087; and

WHEREAS, Currently the Facility's leasing expenses are reimbursable by about eighty percent (80%) through the Medicaid Capital Component in two years; and

WHEREAS, The Facility is seeking to enter into a lease agreement with DeLage Landen Financial Services for a sixty (60) month term and subsequent sixty (60) month maintenance agreement with Electronic Business Products for the same term; and

WHEREAS, The start and end date of such agreements, the sources of funding of the same, the total amounts to be expended over the life of the same, which shall not exceed budgeted appropriations, and the names and addresses of the contracting parties are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODES</u>	<u>AMOUNT</u>
60 Month Copier/Printer Lease	DeLage Landen Financial Services 1111 Old Eagle School Road Wayne, PA 19087	EH08311.73 EH08212.73 EH06020.73	\$52,113.00 (\$868.55/month)
7/19/2026-7/18/2031 Maintenance Agreement	Electronic Business Products 4 Airport Park Blvd. Latham, NY 12110	EH08311.68 EH08212.68 EH06020.68	\$50,678.00 (\$845.00/month)

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

**RESOLUTION AUTHORIZING THREE (3) LEASED COPIES/PRINTERS FOR
VAN RENSSELAER MANOR**

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$102,791.10 (2026-2031)
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ NA and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES NO
 - b) For State Funding: Amount \$ NA and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES NO
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): Paid for through VRM Patient Revenue Services
- 3) Is this expense program mandated? YES: NO
- 4) Length of expense or project (one time only, ongoing, etc.): 2026 - 2031
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid for through Departmental Adopted Budgets 2026 -2031

Signature (Department Head):



8311.73 Business Office	Yearly BW	Yearly Color
12/20/2024 Meter	483,897.00	243,439.00
12/19/2025 Meter	580,988.00	302,672.00
Annual Print	97,091.00	59,233.00
Estimated Annual	125,000.00	100,000.00
Rate	\$0.00770	\$0.04310
Annual \$	\$962.50	\$4,310.00
5 Year \$	\$4,812.50	\$21,550.00
		\$26,362.50
8311.68 Business Office	Monthly	Yearly
DeLage Landen Lease	335.89	4,030.68
5 Year Total		\$20,153.40

8212.73 Dietary	Yearly BW	Yearly Color
12/16/2024 Meter	788,081.00	84,783.00
12/15/2025 Meter	935,529.00	180,753.00
Annual Print	147,448.00	95,970.00
Estimated Annual	240,000.00	36,000.00
Rate	\$0.00810	\$0.04900
Annual \$	\$1,944.00	\$1,764.00
5 Year \$	\$9,720.00	\$8,820.00
		\$18,540.00
8212.68 Dietary	Monthly	Yearly
DeLage Landen Lease	196.78	2,361.36
5 Year Total		\$11,806.80
6020.73 C1	Yearly BW	Yearly Color
12/20/2024 Meter	385,177.00	-
12/19/2025 Meter	504,643.00	-
Annual Print	119,466.00	-
Estimated Annual	150,000.00	
Rate	\$0.00770	\$0.04310
Annual \$	\$1,155.00	\$0.00
5 Year \$	\$5,775.00	\$0.00
		\$5,775.00
6020.78 C1	Monthly	Yearly
DeLage Landen Lease	335.89	4,030.68
5 Year Total		\$20,153.40

Terms and Conditions

- A. SCOPE OF SERVICES:** The charges established by this Agreement include payment for services performed by Electronic Business Products, Inc. ("EBP") during normal business hours 8:00 AM to 5:00 PM Monday through Friday, except Holidays recognized by EBP: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by EBP. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initialed by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, Computer Network problems, and Data Cleansing are not included in the Scope of Services. Any Software sold or licensed hereunder are provided "AS IS" with no warranty express or implied.
- B. PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. EBP may cease performance under this Agreement if Customer is in breach under this or any other Agreement with EBP. If it is necessary for EBP to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys' fees incurred. EBP maintains a purchase money security interest in all equipment delivered, until paid in full, and Customer authorizes EBP to execute any necessary documents on behalf of Customer securing said interest.
- C. ADVANCE INSPECTION:** EBP reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- D. REMEDIAL MAINTENANCE:** During the term of a toner inclusive Agreements, EBP agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If EBP is notified by Customer during the term of the agreement that the equipment is not in good working condition, EBP will, during normal service hours, make necessary adjustments and repairs including replacement of parts. Parts or equipment broken due to abuse by the Customer are not covered and all related costs including labor is the Customer's responsibility. For time & material Agreements, parts and labor are not included in the agreement. EBP will promptly provide a quote with the appropriate part(s) and labor required to repair the equipment for approval prior to the repair of the equipment. EBP may from time to time adjust service hours as may be required in the course of business, at which time the customer will be advised. Service at times other than EBP's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned, provided they meet manufacturer's specifications. Parts that have been replaced become the property of EBP.
- E. SERVICE LIMITATIONS:** Customer agrees EBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of Internet connection or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than EBP; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If EBP provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at EBP's then current rates for labor and parts. Customer agrees that EBP will not be required to make adjustments, repairs, or replacements if EBP is not provided reasonable access to the Equipment.
- F. TONER:** Toner-inclusive contracts are based on manufacturer supply consumption rates. EBP will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of EBP. At the conclusion of this Agreement all unused toner must be returned, or additional charges shall be incurred. Additional toner is placed at Customer's site for convenience only and remains the property of EBP.
- G. RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of EBP. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, EBP shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.
- H. CUSTOMER RESPONSIBILITY:** Customer will be responsible for regular care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer is solely responsible for security and protection of the equipment and network. EBP shall connect equipment to Customer's network, but has no responsibility for Customer's network.
- I. LIABILITY LIMITATION:** EBP's total liability is limited to repair and maintenance of the covered Equipment. EBP will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. EBP will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by EBP as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, Internet or power, or the inability to obtain parts or supplies. In no event shall EBP be responsible for lost data, lost profits, damages, or incidental or consequential damages. EBP's sole liability shall be limited to the amount Customer has paid EBP pursuant to this Agreement. EBP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND USE. BUYER AGREES THAT THE SYSTEM HAS BEEN SELECTED BY BUYER AND IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR BUYER'S PURPOSE.
- J. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse EBP for all amounts paid or payable by EBP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on EBP's gross or net income.
- K. DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with EBP within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, EBP may, in addition to other remedies, (i) declare all sums (including penalties) accelerated and due under the terms of this Agreement and terminate the services under this Agreement without advance notice, including disabling the equipment.
- L. INSURANCE:** Customer shall maintain full insurance on all equipment provided hereunder, designating EBP as an additional insured. Customer assumes all risk of loss upon delivery to it.
- M. NOTICES:** Notices required under this agreement shall be written and sent to EBP at 4 Airport Park Boulevard, PO Box 926, Latham, New York 12110 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark or hand delivered.
- N. JURISDICTION:** This agreement shall be interpreted and enforced according to the laws and in the courts of the State of New York.
- O. INDEMNITY:** With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless EBP and its officers, directors, agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of EBP or its agents, representatives or employees.
- P. METER READINGS:** Customer agrees to provide EBP with remote access to the equipment for accurate meter readings. If remote access is not available, the Customer shall provide accurate meter readings based on the billing term on the front of this Agreement. If accurate meter readings are not provided, or if remote access is not available, EBP reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that EBP may obtain meter readings via remote access and grants EBP the right to do so.
- Q. RENEWAL/TERMINATION:** Unless otherwise indicated, this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Customer in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, tariffs, labor or any other third-party charge. This agreement is subject to acceptance by EBP and will remain in force until cancelled as stated above. EBP reserves the right to cancel this contract at its discretion upon five (5) days written notice.
- R. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment without the express written consent of EBP. EBP may assign this Agreement to its successor or assigns with Notice to Customer.
- S. CONFIDENTIALITY CLAUSE:** EBP recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. EBP agrees to use its best efforts to treat Customer Information on a confidential basis. EBP agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.

ELECTRONIC BUSINESS PRODUCTS

Authorized dealer

XANTÉ RICOHLANIER efi PHSI

NUANCE hp Duplo ESP DocuClass OBJECTIF LUNE

From: Paul Liguori
To: Maloney, Christopher
Subject: Re: Cost Breakdown
Date: Tuesday, April 28, 2026 12:59:03 PM
Attachments: Outlook-A close up.png
Outlook-efadoiug.png

External sender <pliguori@ebp-inc.com>
Make sure you trust this sender before taking any actions.

Hi Chris,

The IMC 6010 package is \$196.78
The IMC 6510 package is \$335.89 x (2)

Let me know if you need anything else here.

Best!

Paul



Paul F. Liguori
C.M.O. & Vice President Sales
Electronic Business Products, Inc.
p: 518-783-0737 Ext.238
a: 4 Airport Park Blvd., Latham, NY 12110
W: www.ebp-inc.com e: pliguori@ebp-inc.com



From: Maloney, Christopher <CMaloney@renscony.gov>
Sent: Monday, April 27, 2026 1:19 PM
To: Paul Liguori <pliguori@ebp-inc.com>
Subject: Cost Breakdown

Paul:

Can you give me a price breakdown for each of the 3 units so I can appropriate by budget code(s).

Regards,

Christopher M. Maloney

Controller

VAN RENNELAER MANOR

Nursing & Rehabilitation Center

85 Bloomingrove Drive, Troy, New York 12180

T: 518.283.2000 x462 F: 518.283.2433

E: cmalonev@renscovy.gov

Please note, our email address is changing from rensco.com to renscovy.gov





Print outside the box.

EQUIPMENT REVIEW

Model / Serial # / Cust #	Address 1 / Address 2 / City, State / On Site Location	Active / Install Date / Age	Contract Expire Date	Lease Expire Date	Service Discontinued Date	Last Service Date	12 Month Calls	B/W Meter	Color Meter	12 Month AMV	12 Month Actual Volume
Lanier IMC6000 S/N 3141R300228 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY First floor kitchen office	Active 07/16/21 4.7 Years	07/16/31	07/18/26		02/27/26	10	953,709	234,633	Total: 20,783 Mono: 11,139 Color: 9,644	Total: 249,392 Mono: 133,663 Color: 115,729
Lanier IMC6500 S/N 3830C800039 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY BUSINESS OFFICE	Active 05/25/21 4.9 Years	03/20/31	05/25/26		02/26/26	4	609,981	316,740	Total: 14,423 Mono: 9,609 Color: 4,814	Total: 173,076 Mono: 115,311 Color: 57,764
Lanier IMC6500 S/N 3833C100128 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY A-2 FAMILY LOUNGE	Active 07/31/23 2.7 Years	08/01/33	06/30/28		10/07/25	3	342,665	20,101	Total: 11,390 Mono: 10,775 Color: 615	Total: 136,676 Mono: 129,299 Color: 7,378
Lanier IM8000 S/N 4030CC00108 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY C-1 FAMILY LOUNGE	Active 05/25/21 4.9 Years	03/20/31	05/25/26		06/09/25	1	518,836		Total: 8,825 Mono: 8,825 Color:	Total: 105,899 Mono: 105,899 Color:
Lanier IMC6500 S/N 3833C100150 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY C-3 FAMILY LOUNGE	Active 07/31/23 2.7 Years	08/01/33	06/30/28		12/18/24	0	198,232	36,048	Total: 7,824 Mono: 6,693 Color: 1,132	Total: 93,892 Mono: 80,312 Color: 13,580
Lanier IM350F S/N 3371P751273 Cust# 118479	85 BLOOMINGROVE DRIVE TROY, NY ADMISSIONS unit B1	Active 11/15/21 4.4 Years	11/12/31			03/11/26	7			Total: 0 Mono: Color:	Total: 0 Mono: Color:



Print outside the box.

Contracts - Service Contract Details

Svc. Contract #	Model	Serial Number	Expiration Date	Bill Cycle	Base Rate	Meter Type	Allowance	Average Rate
CONT1871-01	IMC6500	3830C800039	03/20/31	Monthly	\$0.00	B\W	0	\$0.0120
	IMC6500		03/20/31	Monthly		Color	0	\$0.0930
CONT1871-01	IM8000	4030CC00108	03/20/31	Monthly	\$0.00	B\W	0	\$0.0100
CONT1919-01	IMC6000	3141R300228	07/16/31	Monthly	\$0.00	B\W	0	\$0.0120
	IMC6000		07/16/31	Monthly		Color	0	\$0.0930
CONT1979-01	IM350F	3371P751273	11/12/31	Monthly	\$0.00	B\W	0	\$0.0120
CONT2551-01	IMC6500	3833C100128	08/01/33	Monthly	\$0.00	B\W	0	\$0.0064
	IMC6500		08/01/33	Monthly		Color	0	\$0.0530
CONT2551-01	IMC6500	3833C100150	08/01/33	Monthly	\$0.00	B\W	0	\$0.0064
	IMC6500		08/01/33	Monthly		Color	0	\$0.0530



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Contracts - Lease Details

Lease Agreement	Lease Company	Lease Payment	Lease Expiration	Months Remaining on Lease
500-50278866	DE LAGE LANDEN	\$133.61	07/18/2026	4
500-50253046	DE LAGE LANDEN	\$509.80	05/25/2026	2
500-50505044	DE LAGE LANDEN	\$597.48	06/30/2028	27



ELECTRONIC BUSINESS PRODUCTS

4 Airport Park Blvd. 1901 Vestal Pkwy, Fl 1 Unit 1 4713 Crossroads Park Dr. 480 White Spruce Blvd
PO BOX 926 PO BOX 101 Suite 101
Latham NY, 12110 Vestal NY 13851 Liverpool NY 13088 Rochester NY 14623

www.EBP-INC.com Phone: (518) 783-0737 Toll Free: (800) 333-0737 Fax: (518) 783-6916

Who We Are

Allow me to take this opportunity to introduce you to Electronic Business Products, Inc., your Ricoh and HP office products dealer for Albany, Binghamton, Syracuse, and Rochester markets. As owner and manager, and an industry veteran for more than 50 years with Lanier/3M in the office field, I am proud to say that EBP has had a strong local presence in the marketplace for over 40 years. We are committed to being faster, simpler, and easier to do business with. Our client strategy is to help organizations better manage the flow of information and ideas. In general terms, we help manage the life cycle of documents through more efficient use of systems, software, and solutions. Specifically, we provide document-handling processes that increase performance and reduce cost of document input, output, and management. My staff has been handpicked to ensure continued quality service. For your convenience, I am proud to list their names and years of experience.

Administrative Department (YRS. Of Experience)

Joe Liguori Jr. CFO & Vice President (43+ Yrs.)
Kim Thompson, Operations Manager (7+ Yrs.)
Erika Liguori, AP & Marketing (23+ Yrs.)
Carl Eriole, Shipping & Logistics (19+ Yrs.)
Kim Liguori, CRS, AP (7+ Yrs.)
Katherine Stephenson, AC, CRS, AR + (15+ Yrs.)
Kendra Ivers, Service Dispatcher (1+ Yrs.)
Shantara Rivera, Service Dispatcher (1+ Yrs.)
Crystal Wallace, Warehouse (2+ Yrs.)
Tammy Walker, Warehouse Supervisor (2+ Yrs.)
Teresa Reagan, Contracts & Billing Specialist (1+ Yrs.)

Sales Department (YRS. Of Experience)

Paul Liguori, CMO/VP of Sales (35+ Yrs.)
Nicholas Mallaro, Sales Executive (37+ Yrs.)
David Kommeth, Sales Executive (22+ Yrs.)
Mike Wager, Sales Executive (12+ Yrs.)
Thomas Bogaert, Sales Executive (9+ Yrs.)
Gregory Hoffis, Sales Executive (7+ Yrs.)
Lisa Michaud, Sales Executive (5+ Yrs.)
Sam Sozio, Sales Intern
Bill Santos, Sales Team

Advanced Solutions Group (YRS. Of Experience)

Chris Liguori, CIO/VP of Digital Solutions, (28+ Yrs.)
Net +, DocuClass, Equitrac, EFI & EP Platinum Certified
Dave Pogue, Digital Solutions Support, (14+ Yrs.)
Net +, DocuClass, Equitrac, & EFI Pro. Certified

Service Department (YRS. Of Experience)

John Herold, Service Manager (17+ Yrs.)
Dennis Dulan, Service Tech., (41+ Yrs.) H.V., Net+, A+ & EFI Certified
Matt Easton, Service Tech., (41+ Yrs.) H.V., Net+ Certified
Mike Jones, Service Tech., (38+ Yrs.) H.V., Net+, A+ & EFI Certified
Sherwood Hart, Service Tech., (25+ Yrs.) H.V. & Net+ Certified
Scott Hewlett, Service Tech., (25+ Yrs.) H.V., A+ & EFI Certified
Mike DePalma, Service Tech., (24+ Yrs.) H.V. & A+ Certified
Dan Penge, Service Tech., (21+ Yrs.)
Thomas Leahy, Service Tech, (18+ Yrs.) H.V., Net+ & EFI Certified
Phil Belice, Service Tech., (7+ Yrs.) H.V.
John DuBois, Service Tech. (2+ Yrs.)
Brad Pouchak, Service Tech. (2+ Yrs.)
Corbett Mitchell, Service Tech. (1+ Yrs.)
Nigel Walker, Service Tech. (6+ Yrs.)
Steve Powell, Service Tech.

H.V. =High Volume (90-135ppm)

I am confident that Electronic Business Products, with more than 1,000 years of combined job-related experience and familiarity with the local market, will provide you, our valued customer, with the quality service you expect and deserve. Please direct all requests for sales, leases, rentals, and supplies to the addresses listed on our letterhead. Our office hours are Monday to Friday, 8:00am to 5:00pm. We welcome your questions; please contact us at (518)783-0737 or visit our website at www.ebp-inc.com.

Sincerely,

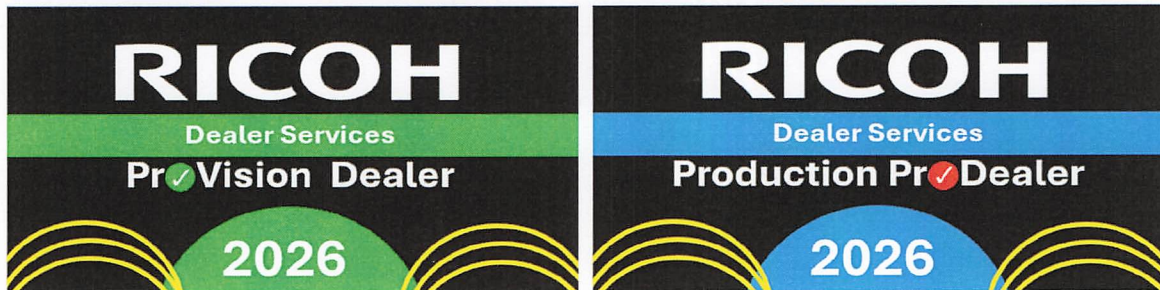
Joseph A. Liguori, Sr., President & CEO (55+ Yrs.)

Authorized Dealer for



Dear Joe Liguori Sr. and John Herold,

Ricoh recognizes that it has partnered with the best Dealer Network in the industry, and we intend to reward the "Best of the Best." On behalf of Ricoh Americas Corporation, we are pleased to inform you that all Electronic Business Products authorized service locations have been recognized as a ProVision 2026 Certified Dealer as well as achieving the Production ProDealer award.



This program is designed to recognize Dealers who provide outstanding service and support in accordance with Ricoh's guidelines. Electronic Business Products has met or exceeded the requirements of the ProVision Program in the following areas:

- Pro Dealer Partner includes the following:
 - ✓ Use of Genuine Ricoh Parts and Supplies
 - ✓ Hardware & Solutions Training
 - ✓ Safety and Service Parts Training
 - ✓ ARMs usage and Training
 - ✓ Help Desk Productivity & Efficiency
 - ✓ Overall High Training GPA
- Achieving Pro Production includes the following:
 - ✓ Certified Technical Training on all Equipment and Accessories
 - ✓ Connected to Total Flow Advisor
 - ✓ Providing Xpress Support Resolution
 - ✓ Attend Production Engagement Seminars
 - ✓ Attend Advanced Technical Troubleshooting Classes by Ricoh Dealer Services Production Team

Again, we extend our congratulations to the entire Service Organization of Electronic Business Products for this outstanding achievement.

Best regards,

James D. Coriddi

Senior VP, Dealer Division
Ricoh USA, Inc.

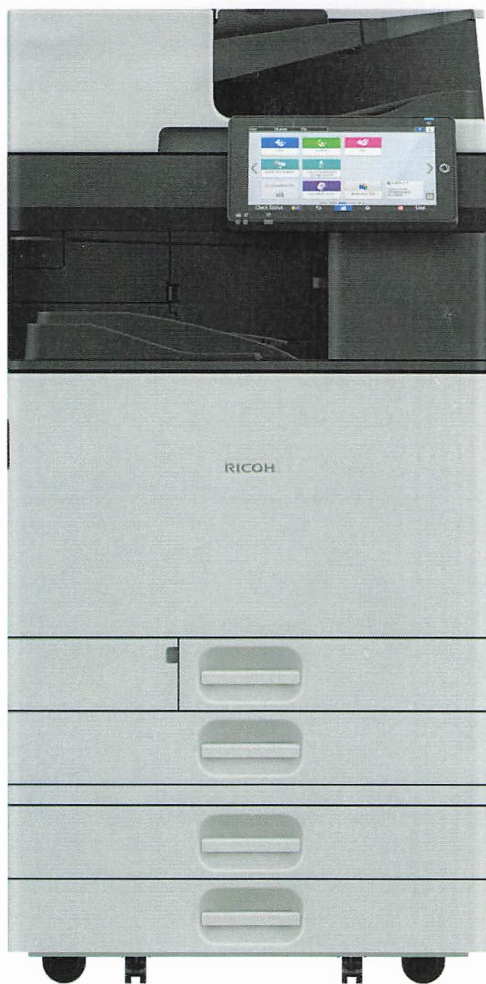
Chris DeMars

Senior Director, Dealer Services
Ricoh USA, Inc.



Created By: Van Renesselaer Manor

Your Configured RICOH IM C6010



Your Chosen Options

- IM C6010
- Paper Feed Unit PB3320
- PostScript3 Unit Type M52

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.60in	47.60in
(587mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.



Main Unit

Item/Description	Item #	Power Requirements
IM C6010	419331	120V-127V, 60Hz

Paper Tray & Optional Accessories


Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	423699	N/A

Print/Scan Options


Item/Description	Item #	Power Requirements
PostScript3 Unit Type M52	419416	N/A



Main Unit

Item/Description	Item #	Thumbnail
<p>IM C6010</p> <ul style="list-style-type: none"> • Output Speed (Letter): 60 ppm • Recommended Monthly Volume: 9,000 – 18,000 impressions/month • Maximum Monthly Volume: 50,000 impressions/month (Letter paper, 20 lb.) • Power Requirements: 120V-127V, 60Hz • Weight: 222.2 lbs. (100.8 kg) • W x D x H (inches): 23.1 x 27.6 x 37.9 • W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <ol style="list-style-type: none"> 1. In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5. 2. IM C6010 cannot be installed with Internal Finisher SR3310. 3. This model has been Common Criteria certified. 	419331	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
<p>Paper Feed Unit PB3320</p> <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes from 5.5" x 8.5" to 12" x 18".</p> <p>Paper weights up to 80 lb./166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.</p>	423699	

Print/Scan Options

Item/Description	Item #	Thumbnail
------------------	--------	-----------

PostScript3 Unit Type M52

Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files.

The IM C4510 and IM C6010 come with standard PostScript3 Emulation and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation and PDF Direct Emulation will be disabled.

Note:

PostScript3 Unit Type M52 cannot be installed with Color Controller E-26C or any related options.

419416



Adobe PostScript 3
Optional

Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Plus, we have a variety of services and solutions to meet diverse and challenging business needs. Visit Ricoh-USA.com for more information.

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Created By: Van Rensselaer Manor

Your Configured RICOH IM C6510



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
55.40in	34.70in	48.30in
(1,407mm)	(881mm)	(1,227mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120-127V, 16A, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6510
- Finisher SR4180 (3,000-Sheet/65-Sheet Staple)
- Staple-less Binding Unit Type S16
- PostScript3 Unit Type M60



Main Unit

Main Unit

Item/Description	Item #	Power Requirements
IM C6510	423807	120-127V, 16A, 60Hz

Output Paper Handling & Finishing Options

Item/Description	Item #	Power Requirements
Finisher SR4180 (3,000-Sheet/65-Sheet Staple)	423956	N/A

Stapleless Stapling Option

Item/Description	Item #	Power Requirements
Staple-less Binding Unit Type S16	409677	N/A

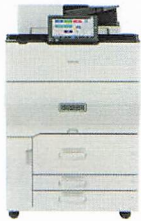
Print/Scan Connectivity Options

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M60	423813	N/A




Main Unit

Main Unit

Item/Description	Item #	Thumbnail
<p>IM C6510</p> <ul style="list-style-type: none"> • Output Speed (Letter): 65 ppm • Recommended Monthly Volume: 10,000 - 30,000 impressions/month • Maximum Monthly Volume: 150,000 impressions/month • Power Requirements: 120-127V, 16A, 60Hz • Weight: 551 lbs. (250 kg) • Dimensions include SPDF: • W x D x H (inches): 29.5 x 34.7 x 48.3 • W x D x H (mm): 749.3 x 881.38 x 1226.82 <p>Note: In order to complete a configuration, one of the following output and finishing options must be added: Finisher SR4180, Finisher SR4170, Booklet Finisher SR4190 or Copy Tray Type M42.</p>	423807	

Output Paper Handling & Finishing Options


Item/Description	Item #	Thumbnail
<p>Finisher SR4180 (3,000-Sheet/65-Sheet Staple)</p> <p>3,000-sheet Finisher</p> <p>For offices that produce collated and stapled sets of documents, this finisher helps shorten production time, offering 65-sheet, multi-position stapling, mixed sized stapling and shift-sort collating</p> <p>Supports paper sizes up to 12" x 18"</p> <p>Weight: 143.3 lbs. (65 kg)</p> <p>W x D x H (inches): 25.9 x 28.7 x 38.6</p> <p>W x D x H (mm): 657.86 x 728.98 x 980.44</p> <p>Note: Finisher SR4180 cannot be installed with Finisher SR4170, Booklet Finisher SR4190, Copy Tray Type M42 or any related options.</p>	423956	

Stapleless Stapling Option

Item/Description	Item #	Thumbnail
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<p>Staple-less Binding Unit Type S16</p> <p>Adds capability for staple-less stapling to Finisher SR4180 or Booklet Finisher SR4190</p> <p>Supports binding for up to 15 sheets</p> <p>Note: Finisher SR4180 or Booklet Finisher SR4190 must be selected to add this option.</p>	409677	<p>NO IMAGE AVAILABLE</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------	-----------------------------------

Print/Scan Connectivity Options

Item/Description	Item #	Thumbnail
<p>PostScript3 Unit Type M60</p> <p>Genuine Adobe® PostScript®3™ — recommended for printing more complex color and PDF files</p> <p>IM C6510 and IM C8010 come with standard PostScript3 and PDF Direct Print Emulation — available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support</p> <p>When enabled on the MFP, the standard PostScript3 and PDF Direct Print Emulation will be disabled</p>	423813	 <p>Adobe® PostScript® 3™ Optional</p>

Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Plus, we have a variety of services and solutions to meet diverse and challenging business needs. Visit Ricoh-USA.com for more information.

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CUSTOMER			
Full Legal Name RENSELAER COUNTY	Tax ID	Phone	Send Email Invoice To:
Billing Address 86 BLOOMINGROVE DR, TROY, NY , US 12180		Attention To:	Purchase Order

PRODUCT					
Qty	Make	Model	Serial Number(s)	Location	Description
1	RICOH	IM C6010			COLOR MFP
2	RICOH	IM C6510			COLOR MFP
Asset Condition: <input type="checkbox"/> New <input type="checkbox"/> Used/Not New <input type="checkbox"/> Mixed (some New, some Used/Not New) Attach Separate Schedule A if Necessary					

PAYMENTS				
Number of Payments	Payment	Term in Months: 60	Payment Frequency: Monthly	End of Lease Option: Fair Market Value
60	\$868.56 Plus Applicable Taxes	Advance Rent \$0	Down Payment +	Total Payment Required = \$0 Plus Applicable Taxes
Does payment include maintenance/service/supplies? <input type="checkbox"/> Yes		Is Customer sales tax exempt? <input type="checkbox"/> Yes (please provide valid certificate)		

1. Lease: In this Lease Agreement ("Agreement"), Customer hereby leases from Company the product(s) identified above, including any replacement parts, repairs, additions, software, and accessories ("Product"). This Agreement commences on the "Commencement Date" which is earlier of (i) the date Customer signs a delivery and acceptance certificate provided by Company ("Acceptance") or (ii) if Company does not require Customer to sign an Acceptance, the date the Product is delivered to Customer, unless Customer notifies Company in writing of Customer's non-acceptance within two (2) days of the date the Product is delivered to Customer. Customer is deemed to have unconditionally and irrevocably accepted the Product on the Commencement Date. This Agreement is not binding on Company until the earlier of (i) the date Company signs this Agreement or (ii) the date Company activates the Agreement as reflected in Company's books and records. CUSTOMER'S OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF, OR COUNTERCLAIM. THIS AGREEMENT MAY BE MODIFIED ONLY IN WRITING SIGNED BY THE PARTIES.

2. Payments: Customer will pay Company the amounts identified in the "PAYMENTS" box above ("Payments") beginning on the Commencement Date or any later date Company designates until all amounts are paid in full. If a Payment is not made when due, Customer will pay Company a late charge of 5% of the Payment or \$10.00, whichever is greater ("Late Charge"). Customer must pay the Late Charge in addition to all other amounts due to Company under this Agreement. Customer will pay Company a \$75.00 fee for Company's costs related to preparing documentation, including financing statements, and for administering this Agreement. Company may increase the Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Payment in effect at the end of the prior annual period.

3. Title: See Additional Terms and Conditions.

4. Product Use, Maintenance, and Warranties: COMPANY IS LEASING THE PRODUCT TO CUSTOMER "AS-IS" AND MAKES NO, AND DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Payments do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the "PAYMENTS" box above, and Company is not responsible for providing Service. Customer has selected the Product and the service provider ("Provider"), if applicable, and expressly assumes all risks arising from the Provider's inability to deliver Service. Customer's obligations to pay all Payments when due will not be affected by any dispute, claim, or defense that Customer has or may have against the manufacturer or supplier, software licensor, and/or Provider. Customer acknowledges that Company did not create, manufacture, supply, distribute, or license (i) the Product or (ii) any other software that subsequently may be installed or used in connection with the Product.

5. Risk of Loss and Insurance: See Additional Terms and Conditions.


6. Taxes: See Additional Terms and Conditions.

7. End of Lease and Renewal: Unless Customer has a \$1.00 purchase option, Customer shall give Company at least 60 days, but not more than 120 days, written notice to Company's address below before the expiration of the initial term, or any renewal term, of Customer's intention to purchase or return the Product. If Customer fails to notify Company, or if Customer does not purchase or return the Product as provided in this section, this Agreement will automatically renew at the same Payment amount for consecutive sixty (60) day periods, or the maximum renewal term as permitted by applicable law. Customer shall remove all confidential information from the Product prior to returning the Product.

8. Default and Remedies: Customer is in default under this Agreement if: (a) Customer fails to pay a Payment or any other amount when due; (b) Customer breaches any other obligation under this Agreement or any other Agreement with Company or its affiliates or related parties or under any License; (c) Customer or its owner(s) or any guarantor(s) are listed on, or subject to sanctions from, a U.S. or foreign government sanctions list. If Customer is in default, Company may exercise, without notice or an opportunity to cure, any one or more of the following: (a) declare the entire balance of unpaid Payments for the full Agreement term immediately due and payable to Company; (b) sue Customer for and receive all Payments and any other payments then accrued or accelerated under this Agreement or any other agreement plus the Product's anticipated end of lease fair market value or fixed price purchase option ("Residual") with future Payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (c) charge Customer interest on all amounts due at the rate of 18% per year, or the highest rate permitted by law, from the date of default; (d) cause licensor to terminate all of Customer's rights to use any or all of the software under a License; (e) charge Customer a non-sufficient funds charge of \$25.00 for a check that is returned; (f) require that Customer immediately return the Product to any location designated by Company or Company may peaceably repossess it; and (g) pursue all other remedies under applicable law. Any return or repossession will not be considered a termination or cancellation of this Agreement.

9. Assignment: See Additional Terms and Conditions.

10. Miscellaneous: THIS AGREEMENT WAS MADE IN PENNSYLVANIA ("PA"), IS DEEMED TO BE PERFORMED IN PA, AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PA. CUSTOMER CONSENTS TO THE EXCLUSIVE JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN PA, AND WAIVES TRIAL BY JURY. This Agreement is a "Finance Lease" as defined in Article 2A of the UCC. Customer waives all rights and remedies under UCC Section 2A-508 through 2A-522. Any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by Company or attached to Company's manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Agreement constitutes "electronic chattel paper", the version identified by Company as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At Company's option, Company may require a manual signature. CUSTOMER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS AS SET FORTH AT THE BELOW QR CODE AND ENTER 672A23V (ALSO AVAILABLE AT [SEEMYTERMS.COM 672A23V](https://seemyterms.com/672A23V)): (I) WERE READ AND AGREED TO BY CUSTOMER PRIOR TO SIGNING BELOW; (II) ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN; AND (III) ANY CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN THEM IN THE TERMS AND CONDITIONS. For information about the Company's privacy practices, please review the Company's privacy statement at <https://dlgroup.com/usprivacy>.

CUSTOMER	QR CODE	COMPANY
Customer agrees that this is a non-cancelable lease.		DE LAGE LANDEN FINANCIAL SERVICES, INC.
Full Legal Name RENSELAER COUNTY		1111 OLD EAGLE SCH RD, WAYNE, PA , US 19087-1453 Phone: (800) 735-3273
Signature	DOB	Date
Title	Print Name	Accepted By
		Agreement Number 500-50864903

ACCEPTANCE	The Product has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/14

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

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

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

2026 GENERAL FUND REVENUES

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

2026 GENERAL FUND APPROPRIATIONS

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

2026 GENERAL FUND APPROPRIATIONS (continued)

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Accept new funding, create MH AOT Coordinator, authorize contract, amend 2026 adopted budget

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 331,229.00 current year
209,059 ongoing expenses per year

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS OMH - State Aid Letter
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - b) For state funding: amount \$ 331,229.00 and length of time state funding is available 2026. 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 \$ 0 and ongoing \$ 0

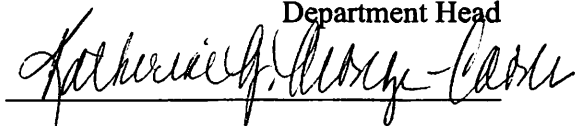
 - e) Other (please explain) \$ _____

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

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

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding received via NYS Office of Mental Health (OMH) State Aid Letter, \$155,294 in retroactive funding to 4/1/25 for program infrastructure, \$8,620 in one-time setup funding and \$207,059 in annual funding. OMH providing a 3-5 year pilot for program. Retro and one-time funding must be expensed in 2026. Creating one full time position of MH AOT Coordinator as of 7/1/26 with expected promotional opportunity for current staff. Contract request with Sentact for software platform of incident reporting and tracking.

Department Head





RENSELAER COUNTY CIVIL SERVICE COMMISSION

Steven F. McLaughlin
County Executive

Thomas H. King, Chairman
Brian J. Eastman, Commissioner
Al Spain, Commissioner

NEW POSITION DUTIES STATEMENT MEMORANDUM

TO: Rensselaer County Civil Service Commission

FROM: Mental Health - Katherine G. Alonge-Coons

DATE: 5/6/2026

SUGGESTED TITLE: Mental Health AOT Coordinator

PROPOSED SALARY: \$80,411 GRADE: 21

HOURS PER WEEK: 35

EFFECTIVE START DATE: 7/1/2026

NUMBER OF POSITIONS: 1

THE POSITION IS FUNDED: YES NO

FUNDED IN CURRENT BUDGET CODE: _____

FUNDED BY RESOLUTION (ATTACHED): TBD - June 2026

TYPE OF CLASSIFICATION ACTION:

NEW POSITION

RECLASSIFICATION OF: _____

NAME OF CURRENT INCUMBENT: _____

PREVIOUS INCUMBENT: _____

For Budget Use:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
	\$80,411
Budget Director: _____	Date: _____
Comments: _____	
For County Executive Use:	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
County Executive: _____	Date: _____
Comments: _____	

For Civil Service Use:		
Title: _____	_____	
Class: _____	Salary: _____	Gr: _____
____ New Position: # of positions _____		
____ Reclassification of _____		
____ Permanent incumbent (2x) Uniform Minutes: _____		
Required: _____	Spec _____	Cert _____ Exam _____ Public Hearing _____

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
Katherine G. Alonge-Coons	Commissioner	General
Kirstein DonVito	Deputy Commissioner	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION
None		

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this position.

NAME	TITLE	LOCATION OF POSITION
None		

6. What minimum qualifications do you think should be required for this position?

Education: High School _____ years
 College _____ years, with specialization in _____
 Other _____ years, with specialization in _____

Experience (list amount and type):

See attached

Essential knowledge, skills and abilities:

See attached

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 5/6/2026

Title: Mental Health AOT Coordinator Signature: 

CERTIFICATE OF RENSSELAER COUNTY CIVIL SERVICE COMMISSION

8. In accordance with the provisions of Civil Service Law (Section 22), the Rensselaer County Civil Service Commission certifies that the appropriate civil service title for the position described is:

POSITION TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

Mental Health AOT Coordinator

DISTINGUISHING FEATURES OF THE CLASS:

This position requires a mental health professional with experience in providing mental health treatment/services to high risk, high acuity adults in community-based settings. This leadership position is a component of the Local Government Unit (MH Administration) for Rensselaer Co Dept. of Mental Health and will serve under the supervision of the County's Commissioner of Mental Health or designee. The AOT Coordinator has expertise in complex care coordination and works in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community. This will be accomplished via Court Ordered Assisted Outpatient Treatment (AOT) and Enhanced Voluntary Agreements (EVA) under the oversight of the AOT Coordinator. Additionally, the AOT Coordinator strives to increase voluntary participation in treatment/services and improve individual outcomes.

TYPICAL WORK ACTIVITIES:

Oversight of AOT/EVA population via monitoring of service provision in accordance with each order and agreement.

Expand the use of Enhanced Voluntary Agreements (EVAs); Provide outreach and engagement to potential candidates of AOT/EVA.

Weekly reviews of all AOT and EVA involved individuals via conferencing with providers.

Assure compliance to all regulations and statutes regarding AOT and EVA, including mandated data collection and entry.

Serve as a member of the Department's Incident Review Team.

Provide and facilitate case consultation and training to stakeholders serving AOT or EVA clients.

Work with the Commissioner and SPOA to convene cross system case consultation and high-risk complex care reviews.

Work with the Commissioner or designee to develop and implement the County AOT plan including new policy and procedures related to EVAs and other required AOT program enhancements.

Coordinate care and improve service coordination with AOT and EVA service providers, local hospitals, courts, OMH and all other AOT/EVA stakeholders.

Ensure collaborative agreements are in place with hospitals in support of improved discharge planning for individuals being considered for AOT or EVA.

Work with local law enforcement to ensure appropriate use of removal orders and coordination of crisis responses.

Develop and monitor AOT/EVA data collection to measure program performance; data entry per NYS OMH regulations.

Quality Assurance responsibilities re: AOT and EVA treatment and services for each client which includes service verification visits and documentation review.

Perform community relations work and Department representation as assigned by the Commissioner.

Other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES:

A strong demonstrated knowledge of the Continuum of Mental Health care within the county and Capital Region. Possesses strong level of professionalism and ability to work well independently. Proven ability to organize and prioritize tasks as a self-starter. Experience in coordinating and supervising a variety of mental health services. Skilled in the preparation of complex professionally written reports and program policy; and the organization and facilitation of large-scale complex case reviews. A commitment to maintain professionalism, clear thinking in stressful situations and good judgment.

MINIMUM QUALIFICATIONS:

Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in human services or related degree and four (4) years of experience in serving in the workforce of mental health programs serving adults with high acuity mental health needs.

ADOPTED:

Classification: Competitive

MASTER SERVICES AGREEMENT

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

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

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

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

1. PROVISION OF SERVICES

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

2. INVOICING AND PAYMENT

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

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

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

3. CONFIDENTIALITY

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

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

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

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

4. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

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

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

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

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

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

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

5. WARRANTIES; DISCLAIMER

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

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

6. TERM AND TERMINATION

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

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

7. GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Rensselaer County Department of Mental Health

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

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

PROJECT SERVICES AGREEMENT FOR SOFTWARE SERVICES

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

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

1. Terms of MSA. Client and Sentact are parties to that certain Master Services Agreement effective _____, (the “**MSA**”). The Parties agree and acknowledge the terms and conditions of the MSA are hereby incorporated into this Related PSA by this reference.
2. Definitions.
 - a. “**Data Analytics**” means Sentact’s and its licensors’ data and information that are either provided to Client by Sentact or obtained or generated from the Platform by Client as described in a Statement of Work (defined in Section 3 below).
 - b. “**Documentation**” means any written or printed materials that relates to the Platform, including technical specifications, training and support materials, and other instructions.
 - c. “**Permitted Uses**” means the allowed uses of the Data Analytics.
 - d. “**Platform**” means Sentact’s software platform as a service solution made available by Sentact for accessing the Data Analytics.
 - e. “**Services Deliverables**” means the items to be delivered to Client in connection with services performed by Sentact as listed in a Statement of Work.
3. Data Analytics and Professional Services. This Related PSA defines the terms under which Sentact will undertake to provide certain Data Analytics and professional services (the “**Project(s)**”) as agreed between the Parties from time to time. Each Project Sentact undertakes shall be described in a Statement of Work (“**Statement of Work**” or “**SOW**”) setting forth the agreed upon specifications, project schedules, delivery dates, Services Deliverables, and pricing terms. Both Parties shall execute each SOW and each is incorporated herein by this reference.
4. Delivery and Cooperation. Sentact will provide the Services Deliverables according to the agreed delivery schedule set forth in the applicable SOW. Client acknowledges that Client’s cooperation is essential to the timely performance of Services. Client will, to the extent required in connection with the performance of the Projects: (i) provide Sentact with any necessary access to Client’s personnel, facilities, or data; (ii) cause the appropriate personnel to cooperate with Sentact as required for Sentact to provide its services, including responding promptly to questions or issues; and (iii) make any payments when due. Clients delay or failure to do so shall excuse any of Sentact’s resulting failures to meet the delivery schedules set forth in the SOW.
5. License Grant. Subject to the terms and conditions of the MSA, Related PSA and applicable SOW, Sentact hereby grants to Client and its authorized users a non-exclusive, non-transferable,

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

6. Proprietary Materials. Client acknowledges that each of (i) the Platform, (ii) Data Analytics, (iii) Documentation, (iv) Services Deliverables (unless otherwise stated in a SOW) and (v) and any and all enhancements, modifications, additions or new releases of or to the foregoing (collectively, the “**Proprietary Materials**”), contain Confidential Information and intellectual property of, and are proprietary to Sentact and its licensors and that title to the Proprietary Materials is and shall remain with Sentact and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain with Sentact and its licensors. Client shall not assert any right, title or interest in the Proprietary Materials provided to Client under the MSA, Related PSA or SOW, except for the limited licensed rights provided to Client hereunder. Client shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Client shall reproduce all such information on all copies made hereunder. Client will not reverse engineer, disassemble, decompile or unlock the Platform in whole or in part for any reason or use, distribute or recreate the Proprietary Materials without written permission of Sentact, which Sentact may grant or withhold in its sole discretion. Client will keep the Platform free of all claims, liens and encumbrances.
7. Additional Responsibilities. Client is responsible for any and all activities that occur under Customer's user accounts. Both Parties shall: (a) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to the other promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution that is known or suspected by such Party or its users. Client, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.
8. Fees and Expenses. Client shall pay Sentact for Services provided and any applicable expenses in accordance with the terms of the SOW.

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

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

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

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

10. Indemnification.

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

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

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



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

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

Rensselaer County Department of Mental Health

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

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Date

Date

STATEMENT OF WORK

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

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

1. Scope of Services.

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

2. Term.

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

3. Services Deliverables.

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

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

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

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

4. Cost

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

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

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

5. Counterparts

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

Rensselaer County Department of Mental Health

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

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/16

RESOLUTION AUTHORIZING AN INCREASE AND EXTENSION OF THE EVENING SHIFT DIFFERENTIAL FOR 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 ("Facility") is required to provide adequate, safe staffing for its residents; and

WHEREAS, Resolution no. G/204/24 authorized a temporary increase in the shift differential of \$3.00/hour for the period June 1, 2024 through May 31, 2025 to each applicable bargaining unit employee in the titles of Certified Nurses 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 3pm and 11pm Monday through Sunday; and

WHEREAS, Resolution no. G/128/25 authorized the extension of the approved shift differential for the period of June 1, 2025 through May 31, 2026; and

WHEREAS, The Facility is seeking Legislative approval to increase the shift differential to \$4.00/hour and to extend the temporary increase for one additional year beginning June 1, 2026 through May 31, 2027; and

WHEREAS, The temporary increase is to be presented to each applicable bargaining unit employee in the titles of Certified Nurses 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 3pm and 11pm Monday through Sunday; 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)	\$530,000.00

; 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:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

**RESOLUTION AUTHORIZING TEMPORARY INCREASE EVENING SHIFT (3-11)
DIFFERENTIAL FOR NURSING STAFF VAN RENSSELAER MANOR**

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$530,000
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ NA and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES NO
 - b) For State Funding: Amount \$ NA and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES NO
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): Paid for through VRM Patient Revenue Services
- 3) Is this expense program mandated? YES: NO
- 4) Length of expense or project (one time only, ongoing, etc.): 06/01/2026 - 05/31/2027
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid for through Departmental Adopted Budgets 2026 -2027

Signature (Department Head): 

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date May 14, 2024

Resolution No. G/204/24

RESOLUTION AUTHORIZING INCREASE IN EVENING SHIFT DIFFERENTIAL FOR 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, In order to accomplish this, a temporary increase in the shift differential of \$3.00 per hour 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 who are assigned to work a scheduled shift between the hours of 3:00pm and 11:00pm Monday through Sunday; and

WHEREAS, The Department is requesting to fund this increased shift differential from June 1, 2024 through May 31, 2025; and

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

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

<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
EH.06020 - Skilled Nursing Facility	\$400,000.00

; now, therefore, be it

RESOLVED, That the above increase in shift differential is hereby approved.

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

May 14, 2024

Clerk of the Legislature

Sent to County Executive 5/15/24

Received from County Executive 5/17/24

Jessica L. Charis
Clerk of the Legislature



Executive Action

Approved

Date 5/16/24

Disapproved

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date April 8, 2025

Resolution No. G/128/25

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 31st 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: 18
Nays: 0
Abstain: 0
April 8, 2025

Clerk of the Legislature

Sent to County Executive 4/9/25

Received from County Executive 4/9/25

Janice L. Chan
Clerk of the Legislature



Executive Action

Approved

Date 4/9/25

Disapproved

Veto Message Attached and Returned to Clerk

Stan F. Mykle
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/17

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The 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, The Department receives an annual allotment from OASAS for the Opioid Settlement Regional Abatement funding with authorization to roll over unspent funding from previous years into the 2026 Rensselaer County Adopted Budget; 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 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUES

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health			
A.4250.34980	\$1,321,401.00	\$194,151.66	\$1,515,552.66
OASAS Opioid Settlement			
TOTAL REVENUE:		\$194,151.66	

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Mental Health			
A.4250.04894	\$1,321,401.00	\$194,151.66	\$1,515,552.66
OASAS Opioid Settlement			
TOTAL APPROPRIATIONS:		\$194,151.66	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Amend 2026 Adopted Budget - OSF Rollover

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 194,151.66 current year
_____ ongoing expenses per year

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

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 \$ 194,151.66 and length of time state funding is available 2026. 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: NYS 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 expected through 2039 with diminishing annual schedule. 2026 fiscal year funding for Rensselaer County LGU of \$235,875 and for City of Troy as Other Litigating Entity (OLE) pass through of \$36,023.

Department Head
Anthony G. Alonzo-Carson



Office of Addiction Services and Supports

KATHY HOCHUL Governor

CHINAZO CUNNINGHAM, MD Commissioner

September 22, 2025

Katherine Alonge-Coons
Rensselaer County Unified Services Department of Mental Health
Rensselaer County

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 2026.

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. The amounts provided are designated for state fiscal year 2026. This year's amount is inclusive of any owed payments from prior years. Payments are expected to go out in October 2025.

Table with 2 columns: Allocation Type and Amount. Rows include LGU Allocation (\$235,875), OLE Allocation (\$36,023 Troy City), and Total Amount in State Aid (\$271,898).

OASAS is excited to work in partnership with the cities, LGUs and OLEs on 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 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

2026 OSF Resolution

1,418,414.65	2025 NWS Budgeted A.4250.04894
(100,425.57)	Expensed
(56,897.42)	Peer Positions - appears in A.4320.01007 Personnel (Included in Revenue Claim #25-14)
(17,437.00)	Agency Admin - appears in A.4320.01007 Personnel in NWS (To be claimed)
<u>1,243,654.66</u>	
235,875.00	2026 Rensselaer County
<u>36,023.00</u>	2026 City of Troy
1,515,552.66	2026 Fund Total
<u>1,321,401.00</u>	2026 Budgeted A.4250.04894
<u>194,151.66</u>	Variance - Amt to Rollover

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/18

RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS SCHOOL DISTRICTS FOR SUBSTANCE ABUSE PREVENTION – 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 seeks Legislative authorization to enter into agreements with various school districts to provide prevention staff and substance abuse prevention services for the 2026-2027 school year; and

WHEREAS, The revenue Rensselaer County receives represents the school districts share of the expenses to provide these services and has been approved by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS"); and

WHEREAS, The total amount to be received over the life of the agreement and the name and address of the contracting party are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>REVENUE CODE</u>	<u>CONTRACT AMOUNT</u>
Student Assistance Programs Algonquin Middle School and Averill Park High School (07/01/26-06/30/27)	Averill Park Central School District 146 Gettle Road Averill Park NY 12018	A.4323.16301	\$100,468.26
Student Assistance Programs Berlin Jr/Sr High School (07/01/26-06/30/27)	Berlin Central School District 17400 NY 22 Cherry Plain NY 12040	A.4323.16301	\$50,234.13
Student Assistance Programs Columbia High School & Goff Middle School (07/01/26-06/30/27)	East Greenbush Central School District 29 Englewood Ave East Greenbush NY 12061	A.4323.16301	\$50,234.13

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>REVENUE CODE</u>	<u>CONTRACT AMOUNT</u>
Student Assistance Programs Turnpike Elementary & Lansingburgh Middle & High School (07/01/26-06/30/27)	Lansingburgh Central School District 55 New Turnpike Road Troy NY 12182	A.4323.16301	\$198,070.26
Student Assistance Programs Rensselaer City Schools (07/01/26-06/30/27)	Rensselaer City School District 25 Van Rensselaer Drive Rensselaer NY 12144	A.4323.16301	\$100,531.09
Student Assistance Programs Troy High School (07/01/26-06/30/27)	Troy City School District 475 First Street Troy NY 12180	A.4323.16301	\$50,234.13

; 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.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution authorizing agreements with various school districts for substance abuse prevention

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 549,772.00 current year
\$ 549,772.00 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) \$ 549,772.00

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

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

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding by the school district to match NYS OASAS is required to fund Prevention Student Assistance Specialists (SAP) within the school districts. The SAP provides education to the students in the school districts under contract for the services. Some of the districts fund the SAP in both their high school and middle school. The curriculum followed is approved through NYS OASAS. The expenses and the revenue are budgeted in the Adopted County Budget.

Department Head

Kristen M. Sullivan M.S., CPC

2026-2027 School District Contacts Prevention Education Program

Dr. James Franchini, Superintendent
Averill Park Central School District
146 Gettle Road
Averill Park, NY 12018
franchinij@apcsd.org
518-674-7100

Mr. Kenneth Rizzo, Superintendent
Berlin Central School District
17400 NY 22
Cherry Plain, NY 12040
krizzo@berlincentral.org
518-658-2515 Ext. 203

Dr. Kurtis Kotes, Superintendent
East Greenbush Central School District
29 Englewood Ave.
E. Greenbush, NY 12061
kotesku@egcsd.org
518-207-2461

Dr. Antonio Abitabile, Superintendent
Lansingburgh Central School District
576 5th Avenue
Troy, NY 12182
aabitabile@lansingburgh.org
518-233-6811

Mr. Joseph Kardash, Superintendent
Rensselaer City School District
25 Van Rensselaer Drive
Rensselaer, NY 12144
jkardash@rcsd.k12.ny.us
518-396-3496

Mr. John Carmello, Superintendent
Troy City School District
475 First Street
Troy, NY 12180
carmelloj@troycsd.org
518-328-5310

**Rensselaer County
and
Averill Park Central School District**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Averill Park Central School District** located at 146 Gettle Road, Averill Park, New York 12018 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 seeks the professional services of two full-time Student Assistant Specialists dedicated to providing services to the District; and

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 two Student Assistant Specialists to the District.

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

1. SCOPE OF SERVICES

The County shall provide the District with two 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 the amount of **\$100,468.26** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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, 99 Troy Road, East Greenbush, New York 12061.

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 **Averill Park Central School District** (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 **Averill Park Central School District**.

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
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

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

Address: 146 Gettle Road, Averill Park, New York 12018
Attention: Dr. James Franchini
Phone: 518-674-7055

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
- Averill Park Central School District, (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

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

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as

necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____
Phone Number: _____

**Rensselaer County
and
Berlin Central Schools**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Berlin Central Schools** located at 17400 NY 22, Cherry Plain, New York 12040 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 seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

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 a 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 a 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 Specialist.

It is further understood that the Student Assistant Specialist 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 the amount of **\$50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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, 99 Troy Road, East Greenbush, New York 12061.

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 **Berlin 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 **Berlin 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
Rensselaer County Office Building
99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

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

Address: 17400 NY 22, Cherry Plain, New York 12040
Attention: Mr. Kenneth Rizzo
Phone: 518-658-1500

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
- Berlin 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: _____

**Rensselaer County
and
East Greenbush Central Schools**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **East Greenbush Central Schools** located at 29 Englewood Avenue, East Greenbush, New York 12061 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 seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

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 a 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 a 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 Specialist.

It is further understood that the Student Assistant Specialist 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 the amount of **\$50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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, 99 Troy Road, East Greenbush, New York 12061.

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

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

Address: 29 Englewood Avenue, East Greenbush, New York 12061
Attention: Dr. Kurtis Kotes
Phone: 518-207-2500

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
- East Greenbush 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: _____

**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 99 Troy Road, East Greenbush, New York 12061, 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 seeks the professional services of three full-time Student Assistant Specialists dedicated to providing services to the District; and

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 two Student Assistant Specialists to the District.

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

1. SCOPE OF SERVICES

The County shall provide the District with three full-time (35 hours/week) Student Assistant Specialists 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 the amount of **\$198,070.26** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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, 99 Troy Road, East Greenbush, New York 12061.

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
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

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

Address: 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: _____

**Rensselaer County
and
Rensselaer City School District**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Rensselaer City School District** located at 25 Van Rensselaer Drive, Rensselaer, New York 12144 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 seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

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 a 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 a 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 Specialist.

It is further understood that the Student Assistant Specialist 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 the amount of **\$100,531.09** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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. Copies to be provided to the Rensselaer City School District.

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.

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 **Rensselaer City School District** (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 **Rensselaer City School District**.

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
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

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

Address: 25 Van Rensselaer Drive, Rensselaer, New York 12144
Attention: Mr. Joseph Kardash
Phone: 518-436-8561

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
- Rensselaer City School District, (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

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

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as

necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

**Rensselaer County
and
Troy City School District**

This Agreement made by and between the **County of Rensselaer**, acting on behalf of its Department of Mental Health, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County", and **Troy City School District** located at 475 First Street, Troy, New York 12180 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 seeks the professional services of a full-time Student Assistant Specialist dedicated to providing services to the District; and

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 a 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 a 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 Specialist.

It is further understood that the Student Assistant Specialist 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 the amount of **\$50,234.13** in quarterly installments to the Chief Fiscal Officer, Rensselaer County upon receipt of invoices from the County.

3. TERM OF AGREEMENT

This Agreement shall commence on **July 1, 2026** and shall terminate on **June 30, 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, 99 Troy Road, East Greenbush, New York 12061.

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 **Troy City School District** (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 **Troy City School District**.

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
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12061
(518) 270-2950

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

Address: 475 First Street, Troy, New York 12180
Attention: Mr. John Carmello
Phone: 518-328-5052

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
- Troy City School District, (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

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

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as

necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____
Phone Number: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date June 9, 2026

Resolution No. G/19

**RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY
AND DISABILITY ASSISTANCE, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER
AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET -
DEPARTMENT OF SOCIAL SERVICES**

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

WHEREAS, The New York State Fiscal Year 2021-2022 Budget appropriated 100 million dollars to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status; and

WHEREAS, Resolution G/434/22 authorized the Department of Social Services ("Department") to accept the first rental supplement program allocation as well as authorized a contract with St. Paul's Center to administer the program; and

WHEREAS, An additional 100 million dollars was appropriated in the 2022-2023 New York State Budget and each year thereafter; and

WHEREAS, Local Social Services Districts were notified of the option to participate in the New York State Rental Supplement Program ("RSP") for the 2026-2027 program year; and

WHEREAS, No award letter will be provided as this is an allocation and funding is available immediately as to prevent any interruption in supplemental payments; and

WHEREAS, Funding is expected in future State budgets so that funds will flow continuously from year to year; and

WHEREAS, The Department seeks to continue to contract with St. Paul's Center. To continue to issue payments directly to landlords, upon submission of a quarterly statement of expenditures landlords will be reimbursed by the Department and the Department will then submit a claim to the State to be reimbursed; and

WHEREAS, The New York State Office of Temporary and Disability Assistance set a fifteen percent (15%) limitation on administrative costs which St. Paul's Center is entitled to for reviewing applications, conducting the intake process, locating suitable and safe housing using the United States Department of Housing and Urban Development's habitability inspection form if the local Code Enforcement is not inspecting, obtain IRS W-9 forms from landlords, issuing rental payments to landlords, entering data into the Homeless Management Information System, submitting quarterly reports, issuing IRS 1099 forms at year-end and handling recertifications; 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</u>
Rental Supplement Program 4/1/26 - 3/31/27	St. Paul's Center PO Box 589 Rensselaer, New York 12144	A.6010.04900.RSP	\$497,493.00

; now, therefore, be it

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

RESOLVED, That the 2026 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>
Social Services Administration-SA - Rental Supplement Program A.6010.36101.RSP	\$ 147,983.00	\$ 497,493.00	\$ 645,476.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services - Administration			
A.6010.04900.RSP Professional Services - Rental Supplement Program			
	\$ 147,983.00	\$ 497,493.00	\$ 645,476.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 9, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OTDA, AUTHORIZING A CONTRACT WITH ST. PAUL'S CENTER AND AMENDING THE 2026 ADOPTED BUDGET

Requested by: Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 497,493 current year
\$ similar ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% State reimbursable
 - a) For federal funding: amount \$ N/A and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 497,493 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 \$ 0 and ongoing \$ 0
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No
- 4) Length of expense or project (one time only, ongoing, etc.): Expected to be ongoing in future State budgets
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____
The Rental Supplement Program provides vital rental assistance to individuals and families who are experiencing homelessness or are facing an imminent loss of housing. This program is 100% reimbursable with State dollars.

Department Head

Michael P. McMahon



Local Commissioners Memorandum

Section 1

Table with 2 columns: Field (Transmittal, To, Issuing Division/Office, Date, Subject, Contact Person(s), Attachments) and Value (26-LCM-06, Social Services District Commissioners, Employment and Income Support Programs, April 20, 2026, 2026-2027 New York State Rental Supplement Program Allocations, Temporary Assistance Bureau (518) 474-9344, Attachment A - 2026-2027 Rental Supplement Allocations)

Section 2

I. Purpose

The New York State Fiscal Year 2025-2026 Budget appropriates \$100 million to provide rental supplements to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status.

II. Background

The RSP was established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing. The RSP is available to individuals and families both with and without children.

III. Program Implications

A. Program Activities and Services

OTDA has combined each district's prior RSP plans into one document per district which includes current FMR rates and updated plans were disseminated to districts individually in advance of this LCM. Districts choosing to participate in the 2026-2027 RSP **must** confirm receipt of their updated plan and notify OTDA if there are any changes to their plan, or confirm that there are no changes, **as soon as possible, but no later than 5/4/2026**. It is expected that services will continue for eligible households transitioning into the 2026-2027 program cycle without interruption. OTDA is available to assist districts who would like insight ascertained from districts with programs functioning effectively and/or at full capacity. RSP supplements shall be made available in accordance with district plans, as long as certain minimum eligibility requirements are established as outlined in this LCM.

Supplements provided through the RSP will not be part of the standard of need pursuant to Social Services Law §131-a for individuals or families applying for or in receipt of Public Assistance (PA), and therefore would not be considered by ABEL when computing financial eligibility for PA. When computing a budget for a PA recipient who is receiving an RSP supplement, the shelter cost not covered by the RSP, or any other program, must be entered into the budget unless the supplement covers the entire shelter cost. In addition, RSP supplements shall not be subject to recoupment or repayment unless there is a determination that the application submitted was fraudulent, or otherwise identified as ineligible, and the application should not have been approved.

B. Program Eligibility and Program Requirements

While districts have flexibility regarding the development of a local RSP, the governing statute outlines some minimum requirements for participant eligibility as follows:

- Eligible participants are individuals and/or families, both with and without children, who are experiencing homelessness or facing an imminent loss of housing, regardless of immigration status;
- Household income shall be no more than 50% of area median income (AMI) at the time of application based on location and household size, with initial priority given to households who earn no more than 30% of AMI;
- Rental supplement amounts shall be set at 85% of local FMR values with a district option to pay up to 100% of FMR using local funds;
- At least 50% of the supplements shall be allocated for households who are currently in a shelter or experiencing homelessness at the time of application, unless sufficient demand does not exist for such households within the district;
- A household's financial contribution will be limited to 30% of their household's total earned and/or unearned income;
- Supplements are to be provided until a household's total monthly rent is 30% or less than their total monthly income, at which point the housing will be considered affordable for the individual/family and the supplement will end; and
- Receipt of PA is not a requirement for determining eligibility for the RSP.

Additionally, districts must make sure they have policies and procedures in place to:

- Establish that the supplement recipient is the primary tenant (e.g., require a lease or other documentation);
- Establish the rent obligation of the supplement recipient and how contributions from individuals outside the household will be taken into consideration;
- Take reasonable steps to prevent the duplication of benefits;
- Ensure arrears and security deposits are limited and are only utilized for households eligible for ongoing supplement payments;
- Establish a process for handling fraudulent applications, including a procedure for recouping funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied or vouchers that are reduced or ended.

RSP Plans must provide a comprehensive outline of each district's proposed program and must address, at minimum, the following:

- Specific details regarding how eligibility for a rental supplement will be determined as well as any target populations identified;
- The process for handling modifications (moves, rent increases, changes in household composition, etc.).
- All forms and/or notices, including any new or updated forms and/or notices. If the form/notice that will be used to facilitate the application and determination process has not yet been developed, a description of this form/notice may be provided. When households requesting a supplement do not meet the criteria set forth in the district's plan, the denial/closing letter must support the decision by explaining the criteria and the district's decision that the household does not meet such criteria. An award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis, months/term included and any applicable tenant protections resulting from receipt of the RSP; and
- An explanation of whether there will be any health and safety standards that must be adhered to prior to paying rental supplements at a specific location.

Eligibility is determined based on a household's current monthly income at the time of application. Applications are to be accepted on a first-come, first-served basis according to the eligibility parameters set forth at the local level. Districts must establish a recertification process, including the length of the local recertification period, but recertifications shall occur at least annually.

While arrears and security deposits can be paid in limited instances, RSP funds are intended to be used for ongoing rent supplement payments and as such, eligibility determinations must be based on the household's need for ongoing rental supplements. Though PA eligibility is not a factor in determining eligibility for the RSP, operators are encouraged to refer RSP applicants for assistance applying for applicable benefit programs, such as PA, Home Energy Assistance Program (HEAP), Supplemental

Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).

Notifications regarding eligibility determinations (e.g., approvals, denials, and closings) must be maintained in the case record for a minimum of six years following submission of the final expenditure report.

C. Allocations

A total of \$100 million is available annually to support the RSP. While all funding is subject to legislative enactment each year, continued funding support for the RSP is expected. The program year 2026-2027 RSP district allocations are listed in Attachment A and were determined based on each district's relative share of PA households as of March 31, 2022, as well as the distribution of renter households under 30% of the local AMI, based on the US Census Bureau 2015-19 Public Use Microdata Sample. RSP allocations may be adjusted in future award years based on factors including statewide utilization and ongoing local rental supplement needs.

D. Reporting Requirements

As part of their participation in the RSP, districts must keep data about each household that participates in the RSP from the point of application throughout participation in the program and must submit RSP reports on a quarterly basis. These quarterly reports are utilized to compile the annual report required by RSP legislation. In addition, on time reporting allows districts and the State to answer questions, many required by the RSP legislation, about how the RSP is being implemented in each district and to inform future programs to support those in need of housing in New York State.

While OTDA is not requiring districts to submit household-level data at this time, OTDA has provided a template with the household-level data elements that are required to complete the RSP reports. Districts may consider utilizing this optional household-level tracker as it is helpful with compilation and completion of the mandatory report.

OTDA provided a reporting instrument to districts who participated in the 2025-2026 RSP, and this instrument is unchanged. 2026-2027 RSP reports are due on or before July 10, 2026 (for the period April 1, 2026, through June 30, 2026); October 10, 2026 (for the period July 1, 2026, through September 30, 2026); January 10, 2027 (for the period October 1, 2026, through December 31, 2026); and April 10, 2027 (for the period January 1, 2027, through March 31, 2027). RSP reports must be submitted quarterly as long as there are still clients receiving a supplement through this program.

Districts and/or program operators, as applicable, are required to provide OTDA or its designees access to the program records during the course of the project. RSP projects will be monitored by OTDA on a regular basis and may include onsite visits as well as regular telephone contact and/or case reviews. The goal of monitoring is to ensure the terms of the RSP are being met in accordance with State legislation. In addition, monitoring enables OTDA to provide technical assistance, where necessary, to assist the district and/or program operator to meet the overall intent of the RSP. It is the

responsibility of the district to monitor any and all subcontracts. Districts must ensure the confidentiality of records concerning project participants.

IV. Reimbursement Structure and Allowable Costs

Allocations for the 2026-2027 RSP will be made immediately available to participating districts retroactive to April 1, 2026, to prevent any interruption in supplement payments for eligible households currently enrolled in the 2025-2026 RSP. Release of this LCM constitutes an approval of each district's 2026-2027 allocation and as such RSP payments for eligible supplements should not be suspended year to year. District allocations will be paid as claims are submitted to substantiate payment.

RSP funding is made available for districts to provide vital rental assistance to eligible households and as such, it is expected that a minimum of 85% of the funds will be used toward rental supplements including, in limited instances, rental arrears and security deposits. Districts are reminded that rental arrears and security deposits may be provided in limited instances, as long as the household is eligible and receiving an ongoing, monthly rental supplement in accordance with the guidelines outlined herein. OTDA has set a 15% spending limitation on administrative costs.

Agencies should limit the amount of administrative costs necessary to operate the RSP to maximize both the amount of funds available to pay rental supplements and the number of households enrolled. The use of RSP funds for administrative purposes must be directly related to the provision of rental supplements to eligible individuals and families.

For districts opting to assign all or a portion of their RSP allocation to another public agency, contractor or local nonprofit organization, districts will be held liable for assigned funds not used in a manner consistent with the purpose of the RSP allocation.

Districts are required to submit all claims for reimbursement through the Automated Claiming System (ACS) regardless of whether they elect to operate the program in-house or transfer the administration to another entity. RSP claims must be for expenditures from April 1, 2026, through March 31, 2027, and must be submitted in a timely manner.

V. Claiming Instructions

Expenditures for RSP should be claimed through the RF-17 claim package for special project claiming in the Automated Claiming System (ACS) for the month(s) that the expenditures were made. These costs are first identified on the RF-2A claim package as F17 functional costs and reported in the F17 column on the [LDSS-923](#) "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the [LDSS-2347](#) Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program" (Schedule D). After final accepting the RF-2A, the individual project costs are then reported under the project label **Rental Supplement Program 2627** on the RF-17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the [LDSS-4975A](#) "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the Schedule D and distributed based upon the proportion of the number of staff assigned to this project.

Employees not working all their time for RSP must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on page 1 of the [LDSS-923B](#) "Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs".

Program costs are reported as object of expense code 37 (Special Project Program Expense) on page 2 of the [LDSS-923B](#) "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs".

Total project costs are reported on the [LDSS-4975](#) "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% state share excluding central services costs which are local share. Actual reimbursement will be based upon each district's allocation.

Claims for the period April 1, 2026, through March 31, 2027, must be final accepted in ACS by July 1, 2027.

For further instructions relating to completing time studies, the LDSS-923, LDSS-923B, and Schedule D, and the RF-17 claim package are found in Chapters 4, 7, and 18, respectively of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available online at: <https://intranet.otda.ny.gov/bfdm/finance/>.

Claiming Contact:

Regions 1-5: Justin Gross at: 518-474-7549 or otda.sm.Field_Ops.I-IV@otda.ny.gov.

VI. Necessary Action

Districts who elect to receive this funding must have an updated 2026-2027 RSP Plan. Each district will receive an individualized RSP Plan that has been updated for 2026-2027 in advance of this LCM. Districts are encouraged to submit changes to RSP Plans, or confirm that no changes are required, as soon as possible, but no later than 5/4/2026. Districts opting to participate in RSP for the first time in 2026-2027 must contact OTDA to begin the process of developing a 2026-2027 plan. OTDA staff will provide resources and support as needed. While it is understood that time is needed to develop and implement a new RSP program, it is expected that districts participating in the 2026-2027 RSP will provide rental supplements during the 2026-2027 program year.

In order to expedite the review and approval of RSP Plans for districts who operated during the 2025-2026 program year, OTDA provided each district with a version of their RSP Plan that includes updated FMR charts and previously submitted information. Districts must note any changes to their Plans by highlighting or italicizing the changes on this version of RSP Plan. A complete 2026-2027 RSP Plan package will be sent to participating districts, including the reporting template.

Issued By:

Name: Paula Cook

Title: Acting Deputy Commissioner

Division/Office: Employment and Income Supports/Office of Temporary and Disability Assistance

Attachment A

District	2026-2027 Rental Supplement Program Allocation
New York City	\$67,922,380
Albany	\$1,125,750
Allegany	\$120,210
Broome	\$899,827
Cattaraugus	\$282,026
Cayuga	\$268,767
Chautauqua	\$645,332
Chemung	\$290,178
Chenango	\$139,789
Clinton	\$240,580
Columbia	\$129,741
Cortland	\$141,026
Delaware	\$121,902
Dutchess	\$727,515
Erie	\$3,874,658
Essex	\$100,000
Franklin	\$164,265
Fulton	\$116,749
Genesee	\$143,394
Greene	\$116,986
Hamilton	\$100,000
Herkimer	\$154,406
Jefferson	\$402,505
Lewis	\$100,000
Livingston	\$190,065
Madison	\$120,038
Monroe	\$3,035,181
Montgomery	\$154,608
Nassau	\$2,028,294
Niagara	\$742,819
Oneida	\$857,846
Onondaga	\$1,916,038
Ontario	\$256,173
Orange	\$920,321
Orleans	\$144,298
Oswego	\$432,808
Otsego	\$125,940
Putnam	\$100,000
Rensselaer	\$497,493
Rockland	\$713,032
St. Lawrence	\$309,135
Saratoga	\$322,466
Schenectady	\$536,305
Schoharie	\$100,000
Schuyler	\$100,000
Seneca	\$100,000
Steuben	\$325,926
Suffolk	\$2,640,308
Sullivan	\$240,957
Tioga	\$124,850
Tompkins	\$461,767
Ulster	\$494,918
Warren	\$126,379
Washington	\$131,444
Wayne	\$193,050
Westchester	\$3,029,553
Wyoming	\$100,000
Yates	\$100,000

THIS AGREEMENT is entered into as of this ____ day of _____, 2026, by and between the **RENSSELAER COUNTY, NEW YORK**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061, hereinafter referred to as the “**County**”, and the **ST. PAUL’S CENTER**, a not-for-profit corporation with offices located at 947 3rd Street, Rensselaer, 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 April 1, 2026 at 12:01 a.m. and shall terminate on March 31, 2027 at 11:59 p.m.

ARTICLE 3. COMPENSATION

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

A not to exceed cost of \$497,493.00 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

ST. PAUL'S CENTER

By: _____

Steven F. McLaughlin
County Executive

DATE: _____

By: _____

Executive Director

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

Rental Supplement Program

The RSP is a program established to provide vital rental assistance to individuals and families, regardless of immigration status, who are experiencing homelessness or are facing an imminent loss of housing.

Rensselaer County will utilize St. Paul's Center to administer this program. Joseph's House and Unity House's Domestic Violence Shelter will assist with the completion of the applications and will forward the completed applications with proof of income to St. Paul's program administrator. The program administrator will handle the screening process, intake, obtain W9's from landlords, handle data entry into HMIS for quarterly reporting, issue monthly payments, issue 1099 forms at year-end and conduct recertifications.

SCHEDULE B

FEES AND EXPENSES

The Rensselaer County Department of Social Services' allocation is \$497,493. St. Paul's Center will be reimbursed 15% of the allocation for administrating the program. St. Paul's will submit a quarterly statement of expenditures to the Department. Upon receipt of the statement, the Department will issue payment to St. Paul's. The Department will then file a claim for reimbursement with New York State Office of Temporary and Disability Assistance.