

RENSSELAER COUNTY LEGISLATURE
REGULAR MEETING

TUESDAY, October 14, 2025

Local Laws:		
	LL - T-1	A LOCAL LAW AMENDING LOCAL LAW NO. 5 OF THE YEAR 1997, AS AMENDED BY LOAL LAW NO. 1 OF THE YEAR 2003, AS AMENDED BY LOCAL LAW NO. 2 OF YEAR 2004, AS AMENDED BY LOCAL LAW NO. 3 OF 2007 AND AS AMENDED BY LOCAL LAW NO. 2 OF 2004
	LL - T-2	A LOCAL LAW AMENDING LOCAL LAW NO. 1 OF THE YEAR 1991, AS AMENDED BY LOCAL LAW NO. 3 OF 1991, AS AMENDED BY LOCAL LAW NO. 4 OF YEAR 1998 AND AS AMENDED BY LOCAL LAW NO. 3 OF 2024
Index of Resolutions:		
COMMITTEE	RESOLUTION	TITLE
C/J/B/R	G/1	RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/2	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR Motion Made By: Seconded By: Moved: Notes:
B/R	G/3	RESOLUTION AUTHORIZING AND DIRECTING THE RENSSELAER COUNTY CHIEF FISCAL OFFICER TO CORRECT THE 2025 SCHOOL TAX ROLL FOR HOOSICK FALLS CENTRAL SCHOOL DISTRICT - BUREAU OF TAX SERVICES

		Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/4	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/5	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - VAN RENSSELAER MANOR Motion Made By: Seconded By: Moved: Notes:
SS/B/R	G/6	RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE- DEPARTMENT OF SOCIAL SERVICES Motion Made By: Seconded By: Moved: Notes:
B/R	G/7	RESOLUTION AUTHORIZING THE CHIEF FISCAL OFFICER TO SELL REAL PROPERTY AT PUBLIC AUCTION - BUREAU OF FINANCE Motion Made By: Seconded By: Moved: Notes:

C/PW/B/R	G/8	RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/9	RESOLUTION AUTHORIZING CONTRACTS FOR THE PURCHASE OF BLADES AND SHOES FOR SNOWPLOWS AND LEVELING WINGS – HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/10	RESOLUTION AUTHORIZING CONTRACTS FOR HIGHWAY EQUIPMENT RENTAL WITH OPERATOR – HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/11	RESOLUTION AUTHORIZING CONTRACTS FOR HEAVY TRUCK PARTS AND REPAIR – HIGHWAY DEPARTMENT Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/12	RESOLUTION AUTHORIZING A CONTRACT FOR PATCHING AND PAINTING AT THE RENSSELAER COUNTY COURTHOUSE AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET – BUILDINGS DEPARTMENT Motion Made By:

		Seconded By: Moved: Notes:
C/P/B/R	G/13	RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STATE TRANSIT OPERATING ASSISTANCE PROGRAM AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF ECONOMIC DEVELOPMENT & PLANNING Motion Made By: Seconded By: Moved: Notes:
B/R	G/14	RESOLUTION AUTHORIZING AND DIRECTING THE RENSSELAER COUNTY CHIEF FISCAL OFFICER TO CORRECT THE 2025 SCHOOL TAX ROLL FOR HOOSIC VALLEY CSD BUREAU OF TAX SERVICES Motion Made By: Seconded By: Moved: Notes:
A/B/R	G/15	RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET TO RECEIVE INSURANCE SETTLEMENT FUNDS - UNIFIED FAMILY SERVICES DEPARTMENT FOR THE AGING Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/16	RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BOYS & GIRLS CLUBS OF THE CAPITAL AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME - DEPARTMENT OF PROBATION Motion Made By: Seconded By: Moved:

		Notes:
J/B/R	G/17	RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A FUEL PUMP UNIT - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/18	RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/19	RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/20	RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BACH HARRISON, LLC FOR PREVENTION NEEDS ASSESSMENT SURVEYS - DEPARTMENT OF MENTAL HEALTH Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/21	RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGHMARK WESTERN AND NORTHEASTERN NEW YORK, INC. TO ACCEPT INSURANCE SETTLEMENT FUNDS - DEPARTMENT OF MENTAL HEALTH

		Motion Made By: Seconded By: Moved: Notes:
J/C/B/R	G/22	RESOLUTION AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
J/B/R	G/23	RESOLUTION AUTHORIZING THE PURCHASE OF FOOD SERVICE EQUIPMENT - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/24	RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR HIGHWAY PATROL VEHICLES - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/25	RESOLUTION AUTHORIZING AN AGREEMENT WITH SAMARITAN HOSPITAL AND THE EDDY FOUNDATION (ST. PETER'S HEALTH PARTNERS) FOR A CO-OCCURRING TRAINING PROJECT - DEPARTMENT OF MENTAL HEALTH Motion Made By: Seconded By: Moved: Notes:

C/J/B/R	G/26	RESOLUTION AUTHORIZING AN AGREEMENT WITH ELEVATION TEN THOUSAND, LLC FOR VIDEO PRODUCTION AND MARKETING SERVICES - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/27	RESOLUTION AUTHORIZING EXTENSION OF THE TERM PERIOD OF A GRANT AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES - PUBLIC DEFENDER AND CONFLICT DEFENDER Motion Made By: Seconded By: Moved: Notes:
R	P/28	RESOLUTION CONCLUDING THE RENSSELAER COUNTY ANNUAL THIRTY (30) DAY INCLUSION PERIOD Motion Made By: Seconded By: Moved: Notes:
R	P/29	RESOLUTION COMMENDING CARTER LOUDIS, EMERY GREENOUGH, QUINN BRASSEL AND MADISON MONUTEAUX UPON HAVING THEIR 100 WORD ESSAYS PUBLISHED IN THE ANTHOLOGY "SCARY TALES: INTO THE SHADOWS" Motion Made By: Seconded By: Moved: Notes:
R	P/30	RESOLUTION CONGRATULATING TROY AREA UNITED MINISTRIES (TAUM) EXECUTIVE

		DIRECTOR REVEREND DONNA ELIA UPON THE OCCASION OF HER RETIREMENT Motion Made By: Seconded By: Moved: Notes:
R	P/31	RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS Motion Made By: Seconded By: Moved: Notes:
R	P/32	RESOLUTION DESIGNATING THE WEEK OF OCTOBER 5th - 11th, 2025 AS CORNELL COOPERATIVE EXTENSION WEEK AND NATIONAL 4-H WEEK Motion Made By: Seconded By: Moved: Notes:
R	P/33	RESOLUTION RECOGNIZING NOVEMBER AS NATIONAL DIABETES AWARENESS MONTH IN RENSSELAER COUNTY Motion Made By: Seconded By: Moved: Notes:
R	P/34	RESOLUTION RECOGNIZING NOVEMBER 15, 2025 AS NATIONAL RECYCLING DAY IN RENSSELAER COUNTY Motion Made By: Seconded By: Moved: Notes:

R	P/35	RESOLUTION CHANGING DATE FOR THE NOVEMBER 2025 MEETING OF THE RENSSELAER COUNTY LEGISLATURE Motion Made By: Seconded By: Moved: Notes:
R	P/36	RESOLUTION AFFIRMING SUPPORT FOR THE UNITED STATES CONSTITUTION AND THE FIRST AMENDMENT Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/2

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, Resolution G/357/24 authorized an agreement with Comprehensive Skilled Care Solutions, LLC (RFP-24-24) for rehabilitation services for the period of October 1, 2024 through September 30, 2025 for the amount of \$1,800,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Comprehensive Skilled Care Solutions, LLC for an additional one-year period of October 1, 2025 through September 30, 2026 for a total amount of \$3,600,000.00; and

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

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMENDED CONTRACT AMOUNT</u>
Rehabilitation Services	Comprehensive Skilled Care Solutions, LLC (CS2)	EH.07330.29	2024-2025 \$1,800,000.00
10/1/24 - 9/30/26	225 Crossways Park Dr. Woodbury, NY 11797		2025-2026 \$1,800,000.00 \$3,600,000.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature

Executive Action

Approved Date

Disapproved
Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING TO EXTEND A CONTRACT FOR REHABILITATION SERVICES

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$1,800,000
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - b) For State Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): VRM Patient Services Revenue
- 3) Is this expense program mandated? YES: ☒ NO ☐
- 4) Length of expense or project (one time only, ongoing, etc.): 10/01/2025 - 09/30/2026
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding through year 2025 and 2026 Adopted Budget for Therapy Services.

Signature (Department Head): 

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date September 10, 2024

Resolution No. G/357/24

'24OCT24 8:21AM

RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, Van Rensselaer Manor ("VRM") is required by regulation to provide speech, occupational and physical therapy services as ordered by the primary care physicians; and

WHEREAS, The current provider's contract for these services expires 08/31/24 requiring VRM to complete an RFP process in order to secure a new vendor; and

WHEREAS, Four vendors submitted proposals (RFP-24-24) to provide these services and a committee evaluated the proposals based on references, cost, technology, staffing services and compliance; and

WHEREAS, VRM seeks to enter into a one-year agreement with Comprehensive Skilled Care Solutions (CS²), 225 Crossways Park Drive, Woodbury, New York 11797 for the term beginning October 1, 2024 through September 30, 2025 to provide said rehabilitation services, and

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

<u>CONTRACT</u> <u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>CONTRACT</u> <u>AMOUNT</u>
Rehabilitation Services 10/01/2024 - 09/30/2025)	Comprehensive Skilled Care Solutions LLC (CS ²) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	\$1,800,000.00

; now, therefore, be it

Resolution No. G/357/24

Page No. 2 of 2

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.

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

September 10, 2024

Clerk of the Legislature

Sent to County Executive 9/11/24

Received from County Executive 9/17/24

Jessica L. Chavis
Clerk of the Legislature



Executive Action

Approved ✓ Date 9/16/24

Disapproved _____
Veto Message Attached and Returned to Clerk

[Signature]
County Executive



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

REQUEST FOR PROPOSAL

THERAPY REHABILITATION SERVICES VAN RENSSELAER MANOR NURSING HOME

2ND REQUEST – EXTENSION DATE PROVIDED

RENSSELAER COUNTY REQUESTS PROPOSALS FROM COMPANIES EXPERIENCED IN THERAPY REHABILITATION SERVICES.

SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR, BUREAU OF CENTRAL SERVICES, COUNTY OFFICE BUILDING, 99 TROY ROAD, 4TH FLOOR, EAST GREENBUSH, NEW YORK 12061 UNTIL:

NOON (12:00 P.M.), MONDAY, JULY 22, 2024

**JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES
99 TROY ROAD, 4TH FLOOR
EAST GREENBUSH, NEW YORK 12061**

RFP-24-24
DATED: 7/8/24
PAGE: 1

**REQUEST FOR PROPOSAL
THERAPY REHABILITATION SERVICES - VAN RENSSELAER MANOR NURSING HOME**

2ND REQUEST – EXTENSION DATE PROVIDED

INTRODUCTION

Rensselaer County Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, New York 12180 (hereinafter referred to as the “Facility”) is interested in contracting for Physical Therapy (PT), Occupational Therapy (OT) and Speech Language Therapy (SLP) for the Clients residing at the Facility. The following information has been provided in this Request for Proposal (RFP) to interested companies (hereinafter referred to as the “Agency”).

QUESTIONS - GENERAL PROPOSAL INFORMATION

Receipt of the proposal documents does not indicate that the Van Rensselaer Manor has pre-determined your company’s qualifications to receive a contract award. Such determination will be made after the proposal opening and will be based on our evaluation of your proposal submission compared to the specific requirements and qualifications obtained in these proposal documents. The County reserves the right not to award the contract.

All questions and inquiries concerning this specification must be in writing and shall be addressed to the following:

John Wasielewski
Executive Director
Van Rensselaer Manor
85 Bloomingrove Drive
Troy, NY 12180

Primary Contact:

John Wasielewski., Executive Director
Telephone No.: (518) 283-2000 ext. 313

Secondary Contact:

Dana Daley, Assistant Administrator
Telephone No.: (518) 283-2000 ext. 301

SUBMISSION

Interested firms assume all risks for timely, properly submitted deliveries. Firms are strongly encouraged to arrange for delivery of proposals to the Rensselaer County Bureau of Central Services **prior to** the date of the proposal opening. LATE PROPOSALS may be rejected. Electronically submitted proposals are not acceptable and will not be considered.

Five (5) copies of the firm's proposal accompanied by a completed "Certificate of Compliance with the Local Law #2," shall be submitted to James R. Gordon, Director, Bureau of Central Services, County Office Building, 99 Troy Road 4th Floor, East Greenbush, New York 12061 until **Noon (12:00 p.m.), Monday, July 22, 2024**, in a sealed package clearly marked RFP-24-24 Therapy Rehabilitation Services for the Van Rensselaer Manor Nursing Home. Completion and submission of proposals shall be legible and in ink or typewritten. Signatures on a Proposal Form and/or on the Certificate of Compliance with Local Law #2 shall be in ink. Failure to sign documents may result in rejection of the proposal as incomplete.

REFERENCES

Three (3) references must be provided with your proposal including names (the primary contact and their title) and telephone numbers of organizations to whom you have provided this type of service to within the last one to two years with their proposal submission.

EVALUATION

Following submission, a study period will be observed during which reference checks and interviews may be conducted. The County reserves the right to discuss fee structures, request revision where deemed necessary and/or interview only those firms, which appear to be most responsive to this RFP. Selection will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.

The successful firm will be notified in writing following approval of the Legislature and County Executive. Rensselaer County reserves the right to not enter into agreement with any firm responding to this RFP, to request additional information and/or solicit additional or new proposals if deemed necessary. Any contract or form of agreement resulting from this RFP is subject to approval of the Rensselaer County Attorney.

PERIOD OF FIRM PROPOSAL

Fee structures must be kept firm until the contract start date begins. Failure to remain firm on proposal fees will result in a non-response of the vendor's proposal, continued thereafter, until written notice to the contrary is received and accepted by vendor/County.

INSURANCE REQUIREMENTS:

For the benefit and protection of both parties, the AGENCY will obtain and keep in force during the term of this agreement, public and professional liability insurance in an amount deemed adequate, with a company satisfactory to and in a form approved by, the Rensselaer County Attorney. Documentation reflecting proof of coverage shall be maintained prior to commencement of services under this agreement (See Pages 15 and 16).

HOLD HARMLESS PROVISION:

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

USE OF SUBCONTRACTORS

The use of subcontractors is expressly prohibited in providing any of the services detailed in this RFP. Any vendor that calls for the use of subcontractors will be considered a non-response. It is expected that the vendor parties possess the equipment, capability and knowledge to provide the services requested by the County.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payment only to the company which submits the proposal and is indicated by company name, address and signature on the Request for Proposal Form. Assignment of the initial contract by the original company submitting the proposal to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

LOCATION: Rensselaer County requires the awarded Vendor providing the service to be within a 30 mile radius of the Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, NY 12180 or that the awarded Vendor has a site location within a 30 mile radius of the Van Rensselaer Manor Nursing Home located at 85 Bloomingrove Drive, Troy, NY 12180. The name, location, contact person and phone number of this service facility must be clearly identified on the proposal.

METHOD OF PAYMENT

Contractors will submit invoices at the close of the month for services provided. The facility will process the invoices pursuant to County payment policies.

CANCELLATION FOR CONVENIENCE

The County of Rensselaer in its sole discretion retains the right to cancel this contract or portions of the contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

SCOPE OF SERVICES

1. Duties and Obligations of AGENCY.

- a) AGENCY shall make available to the FACILITY on an as needed basis the professional services of therapists in the areas of physical therapy, occupational therapy, and speech language pathology services, as described in Exhibit A attached hereto, under the terms and conditions of the Agreement. All services provided by AGENCY will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.
- b) AGENCY shall provide the FACILITY evidence of each therapist's qualifications, including Licensure certifications and registrations where applicable.

2. Obligations of the FACILITY

- a) The FACILITY shall set aside for the exclusive use of AGENCY adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the FACILITY for use by AGENCY for the sole purpose of providing services to the FACILITY hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the FACILITY. The FACILITY shall designate its Administrator to serve as a Liaison with AGENCY.
- b) The FACILITY shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register. The FACILITY shall use its best efforts to market its rehabilitation program and maintain a patient base to support a full time discharge oriented rehabilitation program and adequate patient case mix.
- c) The FACILITY shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services.
- d) The FACILITY shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to AGENCY for each resident who requires therapy services according to the RUGS IV Classification System, as put forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.
- e) The FACILITY agrees that, during the term of this Agreement, the FACILITY will not contract with any other party to provide physical therapy, occupational therapy, or speech language pathology services within the FACILITY.

3. Records

- a) AGENCY shall maintain such records of the services rendered by AGENCY to patients at the FACILITY as may be reasonably required by the FACILITY. and as required by federal or state governmental agency, third party payer source or insurer. AGENCY agrees to make available all records of the FACILITY's patients to whom AGENCY has

rendered services available for the FACILITY's inspection upon request. AGENCY and the FACILITY shall maintain the confidentiality of patient records, AGENCY records and FACILITY records in accordance with applicable law and industry standards.

- b) The FACILITY shall promptly make available to AGENCY all patient records for review and inspection necessary for the proper provision of services.
- c) Until the expiration of (4) years after the furnishing of services pursuant to this Agreement, AGENCY agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of AGENCY necessary to verify the extent of costs incurred by the FACILITY under this Agreement.

4. AGENCY's Written Materials

During the term of this Agreement and at all times thereafter, the FACILITY shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of AGENCY, including, but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the FACILITY by AGENCY or acquired by the FACILITY during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of AGENCY. Upon the termination of this Agreement for any reason whatsoever, the FACILITY and any and all of its employees, agents or representatives will return to AGENCY all copies of the -written materials in their possession. The parties acknowledge that the restrictions contained in this Section 4 are reasonable and, in the event of a violation thereof, AGENCY shall be entitled to, in addition to any and all other forms of relief, preliminary and permanent injunctive relief, which rights shall be cumulative and in addition to any other rights or remedies to which AGENCY may be entitled.

5. Term and Termination

The term of this Agreement shall commence on Month, DD, YEAR, ("the-Commencement Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with or without cause (as defined below) upon thirty (30) day written notice to the other party. Vendors may present their form of agreement; however, all contract terms must meet with the approval of the Rensselaer County Attorney and substantially meet all requirements of this RFP document. Any contract is subject to the approval of the Legislature and County Executive.

- a) FACILITY. For the FACILITY, cause shall include (i) material breach by AGENCY of any of its obligations under this Agreement or (ii) if AGENCY is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for AGENCY or all or a substantial part of the assets of AGENCY, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating AGENCY as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator

for AGENCY or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.

- b) AGENCY. For AGENCY cause shall include, (i) failure of the Facility to compensate AGENCY when due in accordance with the terms of this Agreement; (ii) a material breach by the FACILITY of any of its other obligations under this Agreement; (iii) the FACILITY ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; (iv) the failure of FACILITY to submit MDS data on a timely and accurate basis and consistently resulting in a default rate and or a reduced RUGs reimbursement rate as compared to actual minutes of therapy provided by AGENCY, (v) if either the FACILITY or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the FACILITY or its owner or all or a substantial part of the assets of the FACILITY or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

6. Compensation

Compensation will be based off the proposed fee schedule/structure provided by AGENCY. The AGENCY should provide detailed fee schedules/structures for all insurance/billing types and billing/reimbursement methodologies (ie. PDPM, RUG categories, CPT Codes, etc.)

7. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least sixty (60) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

8. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. AGENCY is an independent contractor of the FACILITY for purposes of this Agreement. The FACILITY retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the FACILITY by law.

9. Insurance

During the term of this Agreement, AGENCY shall maintain professional liability insurance coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate, and worker's compensation insurance as required in the state in which the FACILITY is located. During the term of this Agreement, the FACILITY shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and worker's compensation insurance as required in the state in which the FACILITY is located.

10. Indemnification

The FACILITY shall indemnify and hold AGENCY harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys' fees) which may result against AGENCY as a consequence of any alleged malfeasance, neglect or medical malpractice caused or alleged to be caused by the FACILITY, its employees, agents, or contractors. AGENCY shall indemnify and hold the FACILITY harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may result against the FACILITY as a consequence of any alleged medical malpractice, malfeasance or neglect caused or alleged to be caused by AGENCY, its employees, agents or contractors, in connection with the performance of services pursuant to this Agreement.

11. Medical Necessity Denials

AGENCY shall indemnify the FACILITY for medical necessity denials, notwithstanding anything in this Agreement to the contrary, AGENCY's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the FACILITY and that have been retroactively denied or rejected for reimbursement solely due to a determination that such services were not medically necessary. AGENCY will be liable for such denials only to the extent that the FACILITY has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. AGENCY's liability under this Section shall not include any amounts attributable to the FACILITY's administrative charges and shall be limited to only direct charges for services by AGENCY. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the FACILITY, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation; (ii) correctly bill Medicare, the fiscal intermediary or any third party payer, (iii) correctly determine or communicate to AGENCY a resident's eligibility for coverage or change in such status shall be the sole responsibility of the FACILITY. Without limiting the foregoing, the obligations of AGENCY under this Section are subject to the following conditions (A) the FACILITY shall not take any action inconsistent with any appeal of a denial, (B) the FACILITY shall promptly notify AGENCY of any denial, and in any event within five (5) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information, and (C) the FACILITY shall not be in default of any of its obligations to AGENCY under this Agreement.

12. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

13. Civil Rights

AGENCY agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto.

14. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

15. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of FACILITY contained in this Agreement shall be binding upon FACILITY, as well as FACILITY's successors and assigns (hereinafter defined) regardless of any actual or constructive notice to them. "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of the FACILITY. FACILITY agrees to specifically include in any merger, consolidation, sale or other transfer agreement that FACILITY's obligations under this Agreement shall be binding upon FACILITY's successors and assigns. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; AGENCY may assign this Agreement without the express written consent of the FACILITY.

16. Severability

Should any provision of this Agreement or application be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in any state or Federal Court located in New York. The captions and headings set forth in this Agreement are for

convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

17. Confidentiality

It is understood that both parties shall not disclose the terms of this Agreement to any person, corporation or entity other than the parties to the Agreement and/or Medicare and Medicaid or any government body or professional licensing organization which has jurisdiction over the FACILITY or its business. Notwithstanding anything contained herein to the contrary, the nondisclosure provisions set forth in this Section 19 shall not apply to Section 5 of the Agreement and staff members performing services.

20. (HIPAA) and HITECH Compliance

Definitions

The following definitions used in this Section 20 shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions include:

- a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean AGENCY.
- b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean FACILITY.
- c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

20.1 Obligations and Activities of Business Associate

Business Associate agrees to:

- a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

- c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

A request for access that the Business Associate receives directly from the individual will be forwarded to the Covered Entity to fulfill;

- f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

A request for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity;

- g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

A request for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity;

- h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

20.2 Permitted Uses and Disclosures by Business Associate

- a) Business Associate may use or disclose protected health information as necessary to perform the services set forth in this Agreement. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation for the health care operations of Covered Entity; may use, analyze or disclose protected health information in its possession for public health activities and purposes set forth in 45 C.F.R. § 164.512(b); and de-identify any protected health information provided Business Associate implements de-identification criteria as set forth in 45 C.F.R. § 164.514(b).
- b) Business Associate may use or disclose protected health information as required by law.
- c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.RFP-24-24
- d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and-disclosures set forth below.
- e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

20.3 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

20.4 Permissible Requests by Covered Entity

- a) Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate will use or disclose protected health information for data aggregation, or management and administration and legal responsibilities of the Business Associate.

20.5 Termination of Agreement

- a) Termination for Cause. Covered Entity may terminate this Agreement, if Covered Entity determines Business Associate has violated a material term of this Section 20, and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. The Covered Entity will provide Business Associate with an opportunity to cure a violation or breach of this Section 20 before termination for cause
- b) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the

4. protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 5. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 20.2 which applied prior to termination; and
 6. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- c) Survival. The obligations of Business Associate under this Section 20.5 shall survive the termination of this Agreement.

20.6 Compliance with EDI Rule and other Aspects of Administrative Simplification Regulations

AGENCY agrees that, on behalf of the FACILITY, it will perform the following transaction for which a standard has been developed under the EDI Rules (Standard Transactions):

Any Standard Transaction that AGENCY could reasonably be expected to perform in the ordinary course of its functions on behalf of the FACILITY.

AGENCY agrees that it will comply with all applicable EDI standards no later than the date that the EDI Rule becomes effective with regard to AGENCY. AGENCY agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rules and the HIPAA Rules that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA, no later than the date such provisions become effective with regard to AGENCY.

20.7 Miscellaneous

- a) Regulatory References. A reference in this Section 20 to a section in the HIPAA Rules means the section as in effect or as amended.
- b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules, HITECH Standards and any other applicable law. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate.
- c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and HITECH Standards.

**County of Rensselaer
Insurance Requirements**

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of all Contractors, sub-contractors and sub-contractors for all liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

- I) Certificate Holder: Rensselaer County
 c/o Rensselaer County Attorney
 99 Troy Road
 East Greenbush, New York 12061
- II) Limit of Liability: \$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

**County of Rensselaer
Insurance Requirements**

F. Umbrella Liability

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at 99 Troy Road East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

(Authorized Signature)

(Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL

EXHIBIT A

AGENCY will provide rehabilitation therapy services with regard to the FACILITY's physical therapy, occupational therapy, and speech language pathology requirements, including the following services:

1. Provision of direct therapy services, therapy related documentation, evaluations, patient care conferences, and other therapy related services based on patient need.
2. Implementation and monitoring of AGENCY's therapy specific policies and procedures.
3. Implementation and monitoring of therapy compliance with documentation and billing requirements.
4. Provision of appropriate supervision of therapists, assistants, and aides.
5. Implementation of quality audit systems.
6. Participation in care conferences and caregiver education, based on patient need.
7. Participation in the completion of the applicable therapy portions of the MDS 3.0 to assist the FACILITY with Case Mix Grouping(s) and Medicare Part A assessments under PDPM for maximum reimbursement.
8. Provision of time based CPT codes and/or occurrence based CPT codes per patient, necessary for the FACILITY to submit billing information for Medicare Part B and Other Part B therapy reimbursement.
9. Other services and documentation as deemed applicable to therapy billing and/or reimbursement.



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Jason Romano, CFO
Comprehensive Skilled Care Solutions
225 Crossways Park Drive
Woodbury, NY 11797

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home –
Rensselaer County - Notice of Contract Award

Dear Mr. Romano:

I am pleased to inform you that following an in-depth evaluation process completed by the Rensselaer County Van Rensselaer Manor Nursing Home your firm has been selected to provide Therapy Rehabilitation Services as referenced in the Request for Proposal (RFP).

If further assistance is required you may contact John Wasielewski., Executive Director, Telephone No.: (518) 283-2000 ext. 313 or Dana Daley, Assistant Administrator, Telephone No.: (518) 283-2000 ext. 301.

On behalf of Rensselaer County, please accept our appreciation for your participation in this proposal process.

Sincerely,

Christine M. Mariano

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
Shelby Fenton, Deputy County Auditor
John Wasielewski, Executive Director, V.R.M.
Resolution: G/357/24



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Trent Hermen, VP, Business Development
Select Rehabilitation
2600 Compass Road
Glenview, IL 60026

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home –
Rensselaer County

Dear Mr. Hermen:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

October 24, 2024

Monij Sankhe, Director of Operations
Apex Therapeutic Services, LLC
1010 Northern Blvd., Suite 424
Great Neck, NY 11021

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home –
Rensselaer County

Dear Mr. Sankhe:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR ,

October 24, 2024

James MacManus, Director of Business Development
Professional Therapy Services of NY
20 East Sunrise Hwy.
Valley Stream, NY 11581

RE: RFP-24-24 Therapy Rehabilitation Services – Van Rensselaer Manor Nursing Home –
Rensselaer County

Dear Mr. MacManus:

Thank you for responding to the above Request for Proposal for the Therapy Rehabilitation Services. Following an in-depth evaluation process completed by Van Rensselaer Manor of the various firm's proposals, services and references the Van Rensselaer Manor has recommended award of the contract to Comprehensive Skilled Care Solutions, LLC.

Should you require additional information you may contact the Van Rensselaer Manor Nursing Home at during normal business hours Monday through Friday at Office Phone Number: (518) 283-2000, ext. 313.

Rensselaer County extends its most sincere appreciation for your response and time involved to participate in this process.

Thank you.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
John Wasielewski, Executive Director, V.R.M.

**AMENDMENT TO
THERAPY SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
COMPREHENSIVE SKILLED CARE SOLUTIONS LLC**

This Amendment takes effect as of **October 1, 2025** and is made between Rensselaer County on behalf of the Van Rensselaer Manor with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Comprehensive Skilled Care Solutions, LLC, with an address of 225 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "Vendor."

WHEREAS, County and Vendor entered into a Therapy Services And Supplemental Staffing Agreement ("Agreement") dated October 1, 2024 hereinafter referred to as the "Agreement"; and

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

NOW THEREFORE, County and Vendor agree as follows:

1. Paragraph 5. Term and Termination shall be revised as follows:

DELETE: "The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party." and

REPLACE WITH: "This Agreement is extended and shall begin on **October 1, 2025**, and will terminate on **September 30, 2026**, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party."

2. Paragraph 7. Compensation shall be revised as follows:

DELETE: "Total sum paid not to exceed: **\$1,800,000.00**"; and

REPLACE WITH: "Total sum paid not to exceed **\$3,600.00.00**"

3. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

Therapy Services and Supplemental Staffing Agreement

THIS SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT (“Agreement”) is effective on October 1, 2024 (the “Effective Date”) by and between Rensselaer County, on behalf of Van Rensselaer Manor, located at 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as the "Facility") and Comprehensive Skilled Care Solutions, LLC with an address of 225 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Vendor"). Each of the Facility and the Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Vendor is in the business of providing therapy consulting, management services and supplemental staffing to health care facilities; and

WHEREAS, the Facility desires to engage the Vendor to provide services to it and patients at the Facility; and

WHEREAS, Vendor desires to provide the services as set forth herein to the Facility and its patients.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

I. Duties and Obligations of Vendor.

- a. Vendor shall make available to the Facility on an as needed basis the professional services of therapists (“Therapists”) in the areas of physical therapy, occupational therapy, and speech language pathology services and other therapy consulting and management services, as described in **Schedule 1** attached hereto, under the terms and conditions of the Agreement. All services provided by Vendor will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.
- b. Vendor shall provide the Facility evidence of each Therapist's qualifications, including the minimum licensing, training and continuing education requirements as set forth in Schedule 3 attached hereto.
- c. All Therapists shall have a current license and/or certification as applicable and shall have the education and work experience necessary to assure that they are competent and possess the skills and experience required

for their assignment. Prior to the commencement of clinical service, Therapists assigned to Facility shall be in-serviced by Facility staff regarding the Facility's policies, procedures and mandatory in-services; and Therapists shall be in-serviced as needed throughout the assignment. Documentation of said in-services shall be forwarded to the Vendor for its recordkeeping purposes. It shall be the responsibility of the Facility to cooperate in a review or evaluation of each Therapist provided by the Vendor, relative to the Therapist's ability to perform specific job functions upon completion of the Therapist's assignment or shift. The Vendor relies on the Facility's feedback in order to accurately assess and reassess the competence of the Therapists on an ongoing basis based on the Facility's report of clinical performance. All Therapists are required to participate in all training and continuing education requirements applicable to their field. In addition, the Vendor shall ensure that all Therapists participate in any required Facility case conferences and continuing in-service education. Therapists may only be placed in an assignment that matches the job description for which the Vendor assigns them. If a Therapist is asked to float to another department with the Facility, the department must be a like department or unit and the float Therapist must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit. All Therapists should only be floated to areas of comparable clinical diagnoses and acuities.

- d. Vendor shall provide Therapists upon the Facility's request, with twenty-four (24) hours minimum notice prior to reporting time. Emergency requests may be placed by Facility at any time and Vendor will use its best efforts to attempt to accommodate such requests. Vendor will provide a minimum of six (6) hours prior notice for any shift cancelations. The Facility may cancel without penalty by providing at least two (2) hours advance notice, prior to shift.
- e. The Facility shall not schedule or offer work assignments to any Therapist directly. All such requests for staffing must be referred through the Vendor. Should the services of any Therapist be found unacceptable by the Facility in its sole discretion, Vendor agrees to assign another Therapists without any additional fee. The Vendor shall not re-assign Therapists provided for under this

Agreement to any other locations without the express approval of the Vendor.

- f. In the event the Facility is dissatisfied with the services performed by a Therapist the Facility may direct the Therapist to leave its premises. If the Facility exercises this right within the first four (4) hours of the shift, the Facility shall not be obligated to pay the Vendor for such time. If such right is exercised thereafter, the Facility shall pay the Facility for the actual hours of work. All such instances shall be immediately, but no less than 24 hours of any competency issues, incidents, and or complaints related to the Therapists. Facility agrees to initiate communication with the Vendor, whenever an incident/injury report related to the Therapist is completed. Facility may submit a complaint about a Therapist's performance by sending an email to the Vendor with the following details: name of Therapist, date(s) on which the performance issue occurred, and a brief description of the performance issue. The Vendor will investigate the performance issue and, if necessary, take appropriate action calculated to prevent recurrence of the performance issue. Notice of actual or suspected abuse, theft, or tampering or other diversion of controlled substances by Therapists should be sent to the Vendor by email. In addition, the Vendor shall (i) cooperate and participate with Facility in any internal peer review, external audit systems and grievance procedures as may be established by the Facility in order to resolve any complaints about the performance of any Therapist. The Facility retains full responsibility and authority for patient care while using the Therapists to provide Services hereunder.
- g. Notice of Late Arrival. Therapists are expected to report to their assignment as scheduled, be on time and prepared to start work. Unapproved late arrivals or other absences from scheduled hours are disruptive and must be avoided. If a Therapist is unable to report to work or expects to be late to their assigned shift, they must call their supervisor at the Vendor as soon as possible, but no later than one (1) hour in advance of the time that Therapist is scheduled to begin work for that day at the Facility (unless it is impossible to do so, in which case the Therapist must call as soon as possible thereafter). Unless extenuating circumstances exist, Therapists must call in to the Vendor on each and every scheduled workday on which they are unable to work or are expected to be late,

unless they are on an approved leave of absence. The Vendor shall promptly notify the Facility of all late arrivals and absences.

h. Procedures for Notice from Facility of Failure of Therapists to Report to Assignments.

In the event that a Therapist fails to report to the Facility for an assignment, the following procedures will be followed:

- A. Facility will notify Vendor within 15 minutes after the scheduled start time that the Therapist failed to arrive at the Facility for his/her assigned shift.
- B. Vendor will contact Therapist via all available methods and known emergency contacts to inquire as to why the Therapist failed to arrive at his/her assigned shift.
- C. Vendor, upon successfully communicating with the Therapist will determine if the Therapist has a reasonable reason for failing to contact the Facility to notify them of their absence and/or lateness.
- D. Vendor will advise the Facility of the Therapist's reason for not communicating their absence or late arrival and Facility will decide based on the circumstances if it permits the Therapist to return to work. Vendor and/or Facility can request documentation as proof of Therapist's reason for failing to call out.
- E. Therapists who fail to contact Vendor and/or Facility within one (1) day of a no-call no-show will be terminated upon the request of either Party.

i. Procedures For Investigating And Resolving Complaints Regarding Performance of Therapists

If a Therapist is not performing to Facility's satisfaction, the following procedures will be implemented:

- A. The Vendor will meet with Therapist to verbally discuss necessary areas of improvement and the recommended course of action required to bring such Therapist's performance to a satisfactory level. Additional training will be provided if necessary.
- B. Vendor will notify the Facility of the specific employment issue and details of the discussion with the Therapist and collectively determine if a documented performance improvement plan (PIP) is required outlining all goals, objectives and standards that need to be achieved in order to bring the Therapist's performance to a satisfactory level, or if a verbal notification is appropriate for the situation.
- C. Vendor will document the performance issue in the Therapist's file with the recommended course of action provided to the Therapist by the Vendor and the Facility collectively.

- D. The Vendor will follow up with the Therapist and verbally discuss Facility's concerns. The Vendor will follow-up and communicate in writing via email to the Therapist a summary of their discussion and recommended course of action, regardless of if a PIP has been implemented.
- E. The Vendor will periodically communicate with Facility on the Therapist's progress. If it is determined that the Therapist's performance is not improving, and a PIP was not implemented, then the Facility and the Vendor will collaborate on the details of implementing a PIP. Vendor will provide the PIP to the Therapist.
- F. In the event a Therapist's performance does not improve to a satisfactory level after a PIP has been implemented, the Facility has the right to request that the Vendor terminate the Therapist.
 - i. Procedures for Notice of Actual or Suspected Abuse, Theft, Tampering or Other Diversion of Controlled Substances by Provider Employees. In the event the Facility does not have procedures for notice of actual or suspected abuse, theft, tampering or other diversion of controlled substances by employees, the following Procedures shall apply:
 - A. Therapist will not have access to or administer any controlled substance to Facility's patients at Facility's worksite.
 - B. Vendor and Facility wish to maintain a work environment that is free of illegal and controlled substances. To this end, the parties prohibit the control, possession, transfer, sale or use of such materials on Facility's premises to the extent permitted by applicable law.
 - C. In addition, to ensure the safety and security of employees and patients, Facility reserves the right to question and inspect or search any employee or other individual entering or leaving premises or job sites at the Facility. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.
 - D. These items are subject to inspection and search at any time, without prior notice. Facility may also require Therapists to agree to a reasonable inspection of their personal property and/or person while on the job or on the Facility's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Facility, typically management employee of the same gender of the Facility.

- E. In situations of suspected abuse at the Facility, the Vendor will take the following actions:
- i. Record witness complaints and concerns (if applicable);
 - ii. The Vendor will independently observe the Therapist, speak with the Therapist, and attempt to observe if the Therapist appears impaired and displays an odor of drugs or alcohol.
 - iii. If the behavior observed is consistent with impairment, the Therapist will be immediately removed from access to patients and other safety-sensitive areas while the investigation continues.
 - iv. The Vendor shall clearly document the behaviors observed independently by documenting the details observed without stating conclusions.
 - v. Once the situation is documented, the Vendor will review their observations and determine if a reasonable suspicion of abuse exists. If it is agreed that a reasonable suspicion does not exist, no further action will be taken. If it is agreed that behaviors observed are cause for reasonable suspicion, then further action will be taken.
 - vi. The Vendor shall promptly notify Facility of its reasonable suspicion findings.
 - vii. The Vendor shall meet with the Therapist in private and explain what has been observed and that to rule out the possibility of the Therapist violating the Facility's drug and alcohol policy, a reasonable suspicion test will be performed. The Vendor will communicate next steps to the Therapist which will include transportation, testing procedure, and what will happen if a Therapist's test is negative or positive (based on Vendor and Facility employment policies).
 - viii. if Therapist agrees to take a test, the Vendor will arrange transportation for its Therapist to the testing center and arrange transportation for the Therapist to be transported home from the testing center upon completion of the test. The Vendor will send the Therapist for testing and communicate the details to the Facility. Any Therapist suspected to be under the influence of alcohol or drugs will not be allowed to drive to the drug testing center or home afterward. Therapists shall not be permitted to return to work until their test results are returned and the results are negative. If the results are negative, the Therapist will be called back to work and paid for shifts missed during testing. If the test result is positive, the

Therapist will be terminated by the Vendor in accordance with its Vendor policies and procedures governing drug and alcohol use.

- j. The use of subcontractors by Vendor is expressly prohibited in providing any the services. .

2. Obligations of the Facility

- a. The Facility shall set aside for the exclusive use of Vendor adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the Facility for use by Vendor for the sole purpose of providing services to the Facility hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the Facility. The Facility shall designate its Administrator, or his or her designee, to serve as a Liaison with Vendor.
- b. The Facility shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register.
- c. The Facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services. The Facility shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to Vendor for each resident who requires therapy services according to the RUGS IV Classification System, as set forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.

3. Records

- d. Vendor shall maintain such records of the services rendered by Vendor to patients at the Facility as may be reasonably required by the Facility and as required by federal or state governmental agency, third party payer source or insurer. Vendor agrees to make available all records of the Facility's patients to whom Vendor has rendered services available for the Facility's inspection upon request. Vendor and the Facility shall maintain the confidentiality of patient records, Vendor records and Facility records in accordance with applicable law and industry standards.
- e. The Facility shall promptly make available to Vendor all patient records for review and inspection necessary for the proper provision of services.
- f. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Vendor agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of Vendor necessary to verify the extent of costs incurred by the Facility under this Agreement.

4. Vendor's Written Materials

During the term of this Agreement and at all times thereafter, the Facility shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of Vendor, including , but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the Facility by Vendor or acquired by the Facility during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of Vendor. Upon the termination of this Agreement for any reason whatsoever, the Facility and any and all of its employees, agents or representatives will return to Vendor all copies of the written materials in their possession.

5. Term and Termination

The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party.

- g. Facility. For the Facility, cause shall include (i) material breach by Vendor of any of its obligations under this Agreement or (ii) if Vendor is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for Vendor or all or a substantial part of the assets of Vendor, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Vendor as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for Vendor or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.
- h. Vendor. For Vendor cause shall include, (i) failure of the Facility to compensate Vendor when due in accordance with the terms of this Agreement; (ii) a material breach by the Facility of any of its other obligations under this Agreement; (iii) the Facility ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; or, (iv) if either the Facility or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the Facility or its owner or all or a substantial part of the assets of the Facility or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

7. Compensation

In consideration of the services provided by Vendor, the County agrees to pay Vendor a sum not to exceed the following per year based on Vendor rates set forth in **Schedule 2:**

Total sum paid not to exceed: \$1,800,000.00

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relief upon by the Facility 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 Facility upon reasonable prior written notice to Vendor.

The Facility shall pay the Vendor at the rates set forth in Exhibit B attached hereto. Exhibit B also contains the maximum rates that may be charged by the Vendor.

8. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least thirty (30) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

9. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. Vendor is an independent contractor of the Facility for purposes of this Agreement. The Facility retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the Facility by law.

10. Insurance

During the term of this Agreement, Vendor shall maintain professional liability insurance coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate, and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located. During the term of this Agreement, the Facility shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located.

11. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and the other Party's members, managers, officers, directors, employees, agents and representatives, (collectively, the "Indemnified Party") harmless from and against any liability, loss, claim or damage including reasonable outside attorneys' fees and costs, which may result from any act of commission or omission by the Party, its agents, servants, representatives, or employees, arising out of, related to, or alleged to arise out of or related to any breach by the Party of any representation, warranty, covenant or other agreement in this Agreement, and the provision of the Services hereunder. In case any claim, action, suit or proceeding is brought or made against an Indemnified Party for which defense and indemnification by the other Party may be sought hereunder, the Indemnified Party shall promptly notify the other Party of the commencement thereof, and the Indemnified Party shall be entitled to participate in, and to the extent that it wishes to do so assume the defense thereof (at the Party's sole expense) with counsel selected by the Indemnified Party which is reasonably satisfactory to the Indemnified Party. Each Party further agrees to indemnify the Indemnified Party for all attorneys' fees and costs that the Indemnified Party incurs as a result of responding to, complying with, or defending/resisting any third-party subpoena relating to any of the foregoing. The indemnification provision under this Section shall survive the termination of the Agreement.

12. Medical Necessity Denials

Vendor shall indemnify the Facility for medical necessity denials, notwithstanding anything in this Agreement to the contrary, Vendor's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the Facility and that have been denied or rejected for reimbursement due to a determination that such services were not medically necessary. Vendor will be liable for such denials only to the extent that the Facility has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. Vendor's liability under this Section shall include only those amounts billed for staffing hours with respect to Medicare direct services. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the Facility, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation, (ii) correctly bill Medicare or Medicaid, any fiscal intermediary or any other third party payer, or (iii) correctly determine a resident's eligibility for coverage or change in such status shall be the sole responsibility of the Facility. Without limiting the foregoing, the obligations of Vendor under this Section are subject to the following conditions (A) the Facility shall not take any action inconsistent with any appeal of a denial, and (B) the Facility shall notify Vendor of any denial within ten (10) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information

14. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

15. Civil Rights

Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto as well as all New York State and Federal employment related laws, rules and regulations.

16. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

17. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of Facility contained in this Agreement shall be binding upon Facility only and not Facility's successors and assigns (hereinafter defined) "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of Facility. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; Vendor may not assign this Agreement without the express written consent of the Facility.

18. Severability

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in Rensselaer County, New York or the Northern District of New York Federal Court. The captions and headings set forth in this Agreement are for convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

19. Confidentiality

The Facility and Vendor hereby acknowledge and agree that, each is authorized to disclose information about this Agreement as required by law.

20. 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, "federal health care programs" as defined in 42 U.S.C.1320a-7b(f) 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 Vendor, Vendor shall notify the Facility within five (5) days of such discovery. The Facility reserves its right to cancel such contract upon such notification.

The Facility further reserves its right to cancel this agreement and declare the same null and void in the event Vendor fails to fulfill its obligations under this section.

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 **Comprehensive Skilled Care Solutions LLC** (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

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

Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, “HIPAA”), as all are amended from time to time; and

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Comprehensive Skilled Care Solutions LLC**.

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.22 Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on

the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

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

provisions of this Agreement survive termination of this Agreement with regard to such PHI.

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

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

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

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

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

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

Address: 225 Crossways Park Drive, Woodbury, New York
11797

Attention: Jason Romano, CFO

Phone: 516-224-5100

Email: jromano@comprehenivescs.com

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.

Facility: Van Rensselaer Manor

By: _____

Name: _____

Date: _____

Vendor: Comprehensive Skilled Care Solutions, LLC

By: _____

Name: _____

Date: _____

EXHIBIT A FORM OF NOTIFICATION

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

- Rensselaer County, New York, (the "County") and
- Comprehensive Skilled Care Solutions LLC, (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

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

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

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as

necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name:

Title:

Address:

Email Address:

Phone Number:

Attachments: Schedule 1, Schedule 2 and Schedule 3

Schedule 1

Services

- Implementation and management of rehabilitation software Net Health Optima; or if preferred by Facility, review set-up of current application for optimal workflows
- Work with Rehabilitation Director and finance department to review staffing patterns and efficiency practices for optimal fiscal outcomes
- Overall analysis of PDPM preparedness and implementation of changes
- Education of rehabilitation and Nursing/MDS and other IDT Staff on PDPM best practices, including BIMS/PHQ-9 inter
- Collaborate with interdisciplinary team on transitioning to and managing a Medicaid PDPM
- Ongoing comprehensive education and training for rehabilitation staff to include:
 - Skilled therapy services in short- and long-term care programming
 - MDS and its effect on reimbursement
 - All service delivery requirements associated with PPS
 - Documentation requirements to meet Medicare and state survey standards
 - Development of restorative nursing programs
 - Census management support

- Ongoing support to include clinical program development, rehabilitation regulatory and billing guidance, and operational recommendations to support program goal attainment
- Consistent guidance and collaboration through attendance at inter-disciplinary meetings (PDPM Huddle, Utilization Review, Discharge Planning)
- Assess caseload management systems and work with rehab director for ongoing monitoring of PPS systems
- Review, and if needed further development of operational interfaces with Nursing and MDS to include training modules and systems that promote results in line with organizational goals
- Ongoing documentation audits to assure compliance
- Regulatory updates (CMS, OIG, FIs, Practice Acts, ICD-10/PT Codes) and practice management enhancements as needed
- Patient and program outcome data to improve quality of care and service as it relates to Quality Measures, Quality Reporting Program, Five-Star, Value Based Purchasing, and Nursing Home Quality Initiative
- Performance analysis to include site visits and end of month operational reports with formal review
- Work with facility to determine needs of any Value-Added Services such as PT/OT/SLP staffing for coverage or ongoing needs, respiratory therapy and FEES (Fiber Optic Endoscopic Evaluation of Swallowing).

Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)

Minimum Licensing: Licensed and registered COTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)

Minimum Licensing: Licensed and registered OT

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)

Minimum Licensing: Licensed and registered PT

Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)

Minimum Licensing: Licensed and registered PTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)

Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director

Minimum Licensing: Licensed and registered PT, OT or SLP

Minimum Training: No additional training required

Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Schedule 3

Fees

Fees

Van Rensselaer Manor Nursing Home		
<i>Monthly Management Fee: \$7,500.00</i>		
<i>Hourly Staffing</i>		
Discipline	Minimum Hourly Rate	Maximum Hourly Rate
Rehab Director	\$70.00	\$70.00
PT	\$66.00	\$66.00
PTA	\$46.00	\$46.00
OT	\$66.00	\$66.00
OTA	\$46.00	\$46.00
ST	\$72.00	\$72.00

Record of Signing

For
Name
Title

Comprehensive Skilled Care Solutions, L...
Jason Romano
CFO

Jason Romano

Signed on 2024-10-01 18:48:15 GMT

Secured by Concord™
DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xqQLnqP1CkDNI1xF5Qxa
Signing date: 10/1/2024
IP Address: 65.51.167.178
Email: jromano@comprehensivescs.com

For
Name
Title

Carl J. Kempf III
APPROVED AS TO FORM
Rensselaer County Attorney

CJK

Signed on 2024-10-02 15:34:52 GMT

Secured by Concord™
DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xquwb7Zj11LqLGqXWvSh
Signing date: 10/2/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For
Name
Title

Rensselaer County
Joseph T. Ryan
Title

Joseph T. Ryan

Signed on 2024-10-03 12:37:19 GMT

Secured by Concord™
DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xrPvT81FyVSs7tv9nSON
Signing date: 10/3/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

For
Name
Title

Rensselaer County
Steven McLaughlin
County Executive

Steven McLaughlin

Signed on 2024-10-03 13:14:08 GMT

Secured by Concord™
DocumentID: 02xqQLnqb6dDgzWIZzF7Hb
SigningID: 02xrQpV9j3CRjxX5h6oMIP
Signing date: 10/3/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com



**AMENDMENT TO
THERAPY SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
COMPREHENSIVE SKILLED CARE SOLUTIONS LLC**

This Amendment takes effect as of **October 1, 2025** and is made between Rensselaer County on behalf of the Van Rensselaer Manor with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Comprehensive Skilled Care Solutions, LLC, with an address of 225 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "Vendor."

WHEREAS, County and Vendor entered into a Therapy Services And Supplemental Staffing Agreement ("Agreement") dated October 1, 2024 hereinafter referred to as the "Agreement"; and

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

NOW THEREFORE, County and Vendor agree as follows:

1. Paragraph 5. Term and Termination shall be revised as follows:

DELETE: "The term of this Agreement shall commence on **October 1, 2024**, ("the Commencement Date") and shall terminate on **September 30, 2025** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party." and

REPLACE WITH: "This Agreement is extended and shall begin on **October 1, 2025**, and will terminate on **September 30, 2026**, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party."

2. Paragraph 7. Compensation shall be revised as follows:

DELETE: "Total sum paid not to exceed: **\$1,800,000.00**"; and

REPLACE WITH: "Total sum paid not to exceed **\$3,600.00.00**"

3. Schedules 2 and 3. **DELETE: Schedules 2 and 3****REPLACE WITH new Schedules 2 and 3 updated with the addition of Respiratory Therapist services.**
Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)
Minimum Licensing: Licensed and registered COTA
Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)

Minimum Licensing: Licensed and registered OT

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)

Minimum Licensing: Licensed and registered PT

Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)

Minimum Licensing: Licensed and registered PTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)

Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director

Minimum Licensing: Licensed and registered PT, OT or SLP

Minimum Training: No additional training required

Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Respiratory Therapist

Minimum Licensing: Licensed and registered Respiratory Therapist

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the state Education Department requires

Schedule 3

Rensselaer Manor Nursing Home		
<i>Monthly Management Fee: \$7,500.00</i>		
<i>Hourly Staffing</i>		
Discipline	Minimum Hourly Rate	Maximum Hourly Rate
Rehab Director	\$70.00	\$70.00
PT	\$66.00	\$66.00
PTA	\$46.00	\$46.00
OT	\$66.00	\$66.00
OTA	\$46.00	\$46.00
ST	\$72.00	\$72.00
Respiratory Therapist	\$72.00	\$72.00

4. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

Therapy Services and Supplemental Staffing Agreement

THIS SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT ("Agreement") is effective on October 1st, 2025 (the "Effective Date") by and between Rensselaer County, on behalf of Van Rensselaer Manor, located at 99 Troy Road, East Greenbush, New York 12061, (hereinafter referred to as the "Facility") and Comprehensive Skilled Care Solutions, LLC with an address of 225 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Vendor"). Each of the Facility and the Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Vendor is in the business of providing therapy consulting, management services and supplemental staffing to health care facilities; and

WHEREAS, the Facility desires to engage the Vendor to provide services to it and patients at the Facility; and

WHEREAS, Vendor desires to provide the services as set forth herein to the Facility and its patients.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

I. Duties and Obligations of Vendor.

a) Vendor shall make available to the Facility on an as needed basis the professional services of therapists ("Therapists") in the areas of physical therapy, occupational therapy, respiratory therapy, and speech language pathology services and other therapy consulting and management services, as described in **Schedule 1** attached hereto, under the terms and conditions of the Agreement. All services provided by Vendor will be in accordance with applicable governmental, accrediting or third party reimbursement standards. The hours of service will be normal business hours during weekdays with weekend services provided on an as needed basis.

b) Vendor shall provide the Facility evidence of each Therapist's qualifications, including the minimum licensing, training and continuing education requirements as set forth in Schedule 3 attached hereto.

c) All Therapists shall have a current license and/or certification as applicable and shall have the education and work experience necessary to assure that they are competent and possess the skills and experience required for their assignment. Prior to the commencement of clinical service, Therapists assigned to Facility shall be in serviced by Facility staff regarding the Facility's policies, procedures and mandatory in-services; and Therapists shall be in-serviced as needed throughout the assignment. Documentation of said in-services shall be forwarded to the Vendor for its

recordkeeping purposes. It shall be the responsibility of the Facility to cooperate in a review or evaluation of each Therapist provided by the Vendor, relative to the Therapist's ability to perform specific job functions upon completion of the Therapist's assignment or shift. The Vendor relies on the Facility's feedback in order to accurately assess and reassess the competence of the Therapists on an ongoing basis based on the Facility's report of clinical performance. All Therapists are required to participate in all training and continuing education requirements applicable to their field. In addition, the Vendor shall ensure that all Therapists participate in any required Facility case conferences and continuing in-service education. Therapists may only be placed in an assignment that matches the job description for which the Vendor assigns them. If a Therapist is asked to float to another department with the Facility, the department must be a like department or unit and the float Therapist must have demonstrated previous competency and have the appropriate certifications and credentials for that department/unit. All Therapists should only be floated to areas of comparable clinical diagnoses and acuities.

d) Vendor shall provide Therapists upon the Facility's request, with twenty-four (24) hours minimum notice prior to reporting time. Emergency requests may be placed by Facility at any time and Vendor will use its best efforts to attempt to accommodate such requests. Vendor will provide a minimum of six (6) hours prior notice for any shift cancelations. The Facility may cancel without penalty by providing at least two (2) hours advance notice, prior to shift.

e) The Facility shall not schedule or offer work assignments to any Therapist directly. All such requests for staffing must be referred through the Vendor. Should the services of any Therapist be found unacceptable by the Facility in its sole discretion, Vendor agrees to assign another Therapists without any additional fee. The Vendor shall not re-assign Therapists provided for under this Agreement to any other locations without the express approval of the Vendor.

f) In the event the Facility is dissatisfied with the services performed by a Therapist the Facility may direct the Therapist to leave its premises. If the Facility exercises this right within the first four (4) hours of the shift, the Facility shall not be obligated to pay the Vendor for such time. If such right is exercised thereafter, the Facility shall pay the Facility for the actual hours of work. All such instances shall be immediately, but no less than 24 hours of any competency issues, incidents, and or complaints related to the Therapists. Facility agrees to initiate communication with the Vendor, whenever an incident/injury report related to the Therapist is completed. Facility may submit a complaint about a Therapist's performance by sending an email to the Vendor with the following details: name of Therapist, date(s) on which the performance issue occurred, and a brief description of the performance issue. The Vendor will investigate the performance issue and, if necessary, take appropriate action calculated to prevent recurrence of the performance issue. Notice of actual or suspected abuse, theft, or tampering or other diversion of controlled substances by Therapists should be sent to the Vendor by email. In addition, the Vendor shall (i) cooperate and participate with Facility in any internal peer review, external audit systems and grievance procedures as may be established by the Facility in order to resolve any complaints about the performance of any Therapist. The Facility retains full responsibility and authority for patient care while using the Therapists to provide Services hereunder.

g) Notice of Late Arrival. Therapists are expected to report to their assignment as scheduled, be on time and prepared to start work. Unapproved late arrivals or other absences from

scheduled hours are disruptive and must be avoided. If a Therapist is unable to report to work or expects to be late to their assigned shift, they must call their supervisor at the Vendor as soon as possible, but no later than one (1) hour in advance of the time that Therapist is scheduled to begin work for that day at the Facility (unless it is impossible to do so, in which case the Therapist must call as soon as possible thereafter). Unless extenuating circumstances exist, Therapists must call in to the Vendor on each and every scheduled workday on which they are unable to work or are expected to be late, unless they are on an approved leave of absence. The Vendor shall promptly notify the Facility of all late arrivals and absences.

h) Procedures for Notice from Facility of Failure of Therapists to Report to Assignments.

In the event that a Therapist fails to report to the Facility for an assignment, the following procedures will be followed:

- A. Facility will notify Vendor within 15 minutes after the scheduled start time that the Therapist failed to arrive at the Facility for his/her assigned shift.
- B. Vendor will contact Therapist via all available methods and known emergency contacts to inquire as to why the Therapist failed to arrive at his/her assigned shift.
- C. Vendor, upon successfully communicating with the Therapist will determine if the Therapist has a reasonable reason for failing to contact the Facility to notify them of their absence and/or lateness.
- D. Vendor will advise the Facility of the Therapist's reason for not communicating their absence or late arrival and Facility will decide based on the circumstances if it permits the Therapist to return to work. Vendor and/or Facility can request documentation as proof of Therapist's reason for failing to call out.
- E. Therapists who fail to contact Vendor and/or Facility within one (1) day of a no-call no-show will be terminated upon the request of either Party.

i. Procedures For Investigating And Resolving Complaints Regarding Performance of Therapists

If a Therapist is not performing to Facility's satisfaction, the following procedures will be implemented:

- A. The Vendor will meet with Therapist to verbally discuss necessary areas of improvement and the recommended course of action required to bring such Therapist's performance to a satisfactory level. Additional training will be provided if necessary.
- B. Vendor will notify the Facility of the specific employment issue and details of the discussion with the Therapist and collectively determine if a documented performance improvement plan (PIP) is required outlining all goals, objectives and standards that need to be achieved in order to bring the Therapist's performance to a satisfactory level, or if a verbal notification is appropriate for the situation.
- C. Vendor will document the performance issue in the Therapist's file with the recommended course of action provided to the Therapist by the Vendor and the Facility collectively.

D. The Vendor will follow up with the Therapist and verbally discuss Facility's concerns. The Vendor will follow-up and communicate in writing via email to the Therapist a summary of their discussion and recommended course of action, regardless of if a PIP has been implemented.

E. The Vendor will periodically communicate with Facility on the Therapist's progress. If it is determined that the Therapist's performance is not improving, and a PIP was not implemented, then the Facility and the Vendor will collaborate on the details of implementing a PIP. Vendor will provide the PIP to the Therapist.

F. In the event a Therapist's performance does not improve to a satisfactory level after a PIP has been implemented, the Facility has the right to request that the Vendor terminate the Therapist.

i) Procedures for Notice of Actual or Suspected Abuse, Theft, Tampering or Other Diversion of Controlled Substances by Provider Employees. In the event the Facility does not have procedures for notice of actual or suspected abuse, theft, tampering or other diversion of controlled substances by employees, the following Procedures shall apply:

A. Therapist will not have access to or administer any controlled substance to Facility's patients at Facility's worksite.

B. Vendor and Facility wish to maintain a work environment that is free of illegal and controlled substances. To this end, the parties prohibit the control, possession, transfer, sale or use of such materials on Facility's premises to the extent permitted by applicable law.

C. In addition, to ensure the safety and security of employees and patients, Facility reserves the right to question and inspect or search any employee or other individual entering or leaving premises or job sites at the Facility. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

D. These items are subject to inspection and search at any time, without prior notice. Facility may also require Therapists to agree to a reasonable inspection of their personal property and/or person while on the job or on the Facility's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Facility, typically management employee of the same gender of the Facility.

E. In situations of suspected abuse at the Facility, the Vendor will take the following actions:

i. Record witness complaints and concerns (if applicable);

ii. The Vendor will independently observe the Therapist, speak with the Therapist, and attempt to observe if the Therapist appears impaired and displays an odor of drugs or alcohol.

iii. If the behavior observed is consistent with impairment, the Therapist will be immediately removed from access to patients and other safety-sensitive areas while the investigation continues.

iv. The Vendor shall clearly document the behaviors observed independently by documenting the details observed without stating conclusions.

v. Once the situation is documented, the Vendor will review their observations and determine if a reasonable suspicion of abuse exists. If it is agreed that a reasonable suspicion does not exist, no further action will be taken. If it is agreed that behaviors observed are cause for reasonable suspicion, then further action will be taken.

vi. The Vendor shall promptly notify Facility of its reasonable suspicion findings.

vii. The Vendor shall meet with the Therapist in private and explain what has been observed and that to rule out the possibility of the Therapist violating the Facility's drug and alcohol policy, a reasonable suspicion test will be performed. The Vendor will communicate next steps to the Therapist which will include transportation, testing procedure, and what will happen if a Therapist's test is negative or positive (based on Vendor and Facility employment policies).

viii. if Therapist agrees to take a test, the Vendor will arrange transportation for its Therapist to the testing center and arrange transportation for the Therapist to be transported home from the testing center upon completion of the test. The Vendor will send the Therapist for testing and communicate the details to the Facility. Any Therapist suspected to be under the influence of alcohol or drugs will not be allowed to drive to the drug testing center or home afterward. Therapists shall not be permitted to return to work until their test results are returned and the results are negative. If the results are negative, the Therapist will be called back to work and paid for shifts missed during testing. If the test result is positive, the Therapist will be terminated by the Vendor in accordance with its Vendor policies and procedures governing drug and alcohol use.

j) The use of subcontractors by Vendor is expressly prohibited in providing any the services. .

2. Obligations of the Facility

a) The Facility shall set aside for the exclusive use of Vendor adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this Agreement. Access to a working telephone, a copy machine, and a fax machine shall be provided by the Facility for use by Vendor for the sole purpose of providing services to the Facility hereunder. The maintenance of and the provision of utilities to, the designated area shall be the sole responsibility of the Facility. The Facility shall designate its Administrator, or his or her designee, to serve as a Liaison with Vendor.

b) The Facility shall complete and submit the Minimum Data Set in accordance with the standards and timelines set forth in the Federal Register.

c) The Facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services. The Facility shall be responsible for obtaining written and signed copies of attending physicians' orders and providing them to Vendor for each resident who requires therapy services according to the RUGS IV Classification System, as set forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as requiring therapy services.

3. Records

a) Vendor shall maintain such records of the services rendered by Vendor to patients at the Facility as may be reasonably required by the Facility and as required by federal or state governmental agency, third party payer source or insurer. Vendor agrees to make available all records of the Facility's patients to whom Vendor has rendered services available for the Facility's inspection upon request. Vendor and the Facility shall maintain the confidentiality of patient records, Vendor records and Facility records in accordance with applicable law and industry standards.

b) The Facility shall promptly make available to Vendor all patient records for review and inspection necessary for the proper provision of services.

c) Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Vendor agrees to make available, upon written request from the Secretary of Health and Human Services or any of their duly authorized representatives, this Agreement and books, documents, and records of Vendor necessary to verify the extent of costs incurred by the Facility under this Agreement.

4. Vendor's Written Materials

During the term of this Agreement and at all times thereafter, the Facility shall not disclose, communicate or divulge to, or use for the direct or indirect benefit of, any person, firm, association or company, any written materials of Vendor, including , but not limited to, any manuals, evaluation forms, treatment forms, information and outcome measurement forms, made available to the Facility by Vendor or acquired by the Facility during the term of this Agreement. During the term of this Agreement and at all times thereafter, the Written Materials will remain the property of Vendor. Upon the termination of this Agreement for any reason whatsoever, the Facility and any and all of its employees, agents or representatives will return to Vendor all copies of the written materials in their possession.

5. Term and Termination

The term of this Agreement shall commence on **October 1st, 2025**, ("the Commencement Date") and shall automatically renew annually, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party.

a) Facility. For the Facility, cause shall include (i) material breach by Vendor of any of its obligations under this Agreement or (ii) if Vendor is dissolved or liquidated, or shall apply for or consent to the appointment of a receiver, trustee, or liquidator for Vendor or all or a substantial part of the assets of Vendor, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Vendor as bankrupt or insolvent or approving a petition

seeking reorganization of said party or appointing a receiver, trustee or liquidator for Vendor or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed in effect for a period of thirty (30) consecutive days.

b) Vendor. For Vendor cause shall include, (i) failure of the Facility to compensate Vendor when due in accordance with the terms of this Agreement; (ii) a material breach by the Facility of any of its other obligations under this Agreement; (iii) the Facility ceasing to be a duly licensed skilled nursing facility or its exclusion from or failure to maintain participation in the Medicare or Medicaid program; or, (iv) if either the Facility or its owner is dissolved or liquidated or shall apply for or consent to the appointment of a receiver, trustee or liquidator of the Facility or its owner or all or a substantial part of the assets of the Facility or its owner, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition of an answer seeking reorganization of arrangement with creditors, or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating said party as bankrupt or insolvent or approving a petition seeking reorganization of said party or appointing a receiver, trustee or liquidator for said party or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days.

7. Compensation

In consideration of the services provided by Vendor, the County agrees to pay Vendor a sum not to exceed the following per year based on Vendor rates set forth in **Schedule 2**:

Total sum paid not to exceed: \$1,800,000.00

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relief upon by the Facility 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 Facility upon reasonable prior written notice to Vendor.

The Facility shall pay the Vendor at the rates set forth in Exhibit B attached hereto. Exhibit B also contains the maximum rates that may be charged by the Vendor.

8. Change in Regulatory Environment

The parties have entered into this Agreement based upon the regulatory framework in effect on the date of the execution of this Agreement. In the event that new laws, rules or regulations materially change the economics of providing the services contemplated hereunder, then the parties agree to negotiate in good faith for at least thirty (30) days in an effort to reach a mutually acceptable realignment of interests. If the parties are unable to reach agreement at the end of said sixty (60) day period, then either party may terminate this Agreement upon sixty (60) days written notice to the other.

9. Independent Contractor Relationship

Neither party shall be construed in any manner whatsoever to be an employee, agent, or partner of the other. Vendor is an independent contractor of the Facility for purposes of this Agreement. The Facility retains ultimate responsibility for all care provided to its parties and for compliance with its duties and responsibilities vested in the Facility by law.

10. Insurance

During the term of this Agreement, Vendor shall maintain professional liability insurance coverage not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate, and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located. During the term of this Agreement, the Facility shall maintain comprehensive liability insurance coverage and coverage for any acts of professional malpractice with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and Workers' Compensation and Disability Insurance coverage as required in the state in which the Facility is located.

11. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and the other Party's members, managers, officers, directors, employees, agents and representatives, (collectively, the "Indemnified Party") harmless from and against any liability, loss, claim or damage including reasonable outside attorneys' fees and costs, which may result from any act of commission or omission by the Party, its agents, servants, representatives, or employees, arising out of, related to, or alleged to arise out of or related to any breach by the Party of any representation, warranty, covenant or other agreement in this Agreement, and the provision of the Services hereunder. In case any claim, action, suit or proceeding is brought or made against an Indemnified Party for which defense and indemnification by the other Party may be sought hereunder, the Indemnified Party shall promptly notify the other Party of the commencement thereof, and the Indemnified Party shall be entitled to participate in, and to the extent that it wishes to do so assume the defense thereof (at the Party's sole expense) with counsel selected by the Indemnified Party which is reasonably satisfactory to the Indemnified Party. Each Party further agrees to indemnify the Indemnified Party for all attorneys' fees and costs that the Indemnified Party incurs as a result of responding to, complying with, or defending/resisting any third-party subpoena relating to any of the foregoing. The indemnification provision under this Section shall survive the termination of the Agreement.

12. Medical Necessity Denials

Vendor shall indemnify the Facility for medical necessity denials, notwithstanding anything in this Agreement to the contrary, Vendor's liability under this Section shall include only those amounts with respect to Medicare direct services that have been billed to the Facility and that have been denied or rejected for reimbursement due to a determination that such services were not medically necessary. Vendor will be liable for such denials only to the extent that the Facility has been unsuccessful in recovering amounts with respect to such denials through the appeals process and all appeals have been exhausted. Vendor's liability under this

Section shall include only those amounts billed for staffing hours with respect to Medicare direct services. Notwithstanding anything in this Agreement to the contrary, any denial caused by or resulting from the failure of the Facility, its employees or agents to (i) comply with any provision of this Agreement or federal or state law or regulation, (ii) correctly bill Medicare, the fiscal intermediary or any third party payer, or (iii) correctly determine a resident's eligibility for coverage or change in such status shall be the sole responsibility of the Facility. Without limiting the foregoing, the obligations of Vendor under this Section are subject to the following conditions (A) the Facility shall not take any action inconsistent with any appeal of a denial, and (B) the Facility shall notify Vendor of any denial within ten (10) days of receipt of any Denial Notice or Additional Development Request or Request for Additional Information

14. Notice

Any notice made or required to be given pursuant to this Agreement shall be in writing and shall be considered effective as of the date either mailed by certified or registered mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier service.

15. Civil Rights

Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 and all regulations promulgated pursuant thereto as well as all New York State and Federal employment related laws, rules and regulations.

16. Compliance with Laws and Regulations

The parties agree to be bound by and comply with all applicable state and federal laws and regulations in effect from time to time.

17. Assignment; Entire Agreement; Amendment; Waiver

This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. Each party to this Agreement acknowledges that no representations, inducement, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. The obligations of Facility contained in this Agreement shall be binding upon Facility only and not Facility's successors and assigns (hereinafter defined) "Successors and assigns" shall mean any successor pursuant to a merger, consolidation, sale or other transfer of all or substantially all of the assets or equity of Facility. Any modification of the Agreement shall be effective only if it is in writing and signed by all parties to this Agreement. The failure or delay by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later date. No waiver shall be effective unless in writing and signed by the party asserted to have granted such waiver; Vendor may not assign this Agreement without the express written consent of the

Facility.

18. Severability

Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement hereby consents to personal jurisdiction in Rensselaer County, New York or the Northern District of New York Federal Court. The captions and headings set forth in this Agreement are for convenience and reference only and the words contained therein shall no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of this Agreement or any portion of this Agreement.

19. Confidentiality

The Facility and Vendor hereby acknowledge and agree that, each is authorized to disclose information about this Agreement as required by law.

20. 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, "federal health care programs" as defined in 42 U.S.C.1320a-7b(f) 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 Vendor, Vendor shall notify the Facility within five (5) days of such discovery. The Facility reserves its right to cancel such contract upon such notification.

The Facility further reserves its right to cancel this agreement and declare the same null and void in the event Vendor fails to fulfil its obligations under this section.

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 **Comprehensive Skilled Care Solutions LLC** (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Comprehensive Skilled Care Solutions LLC**.

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

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

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

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

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

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

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

Address: 225 Crossways Park Drive, Woodbury, New York 11797
Attention: Jason Romano, CFO
Phone: 516-224-5100
Email: jromano@comprehenivescs.com

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.

Facility: Van Rensselaer Manor

By: _____

Name: _____

Date: _____

Vendor: Comprehensive Skilled Care Solutions, LLC

By: _____

Name: _____

Date: _____

EXHIBIT A
FORM OF NOTIFICATION

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

- Rensselaer County, New York, (the “County”) and
- Comprehensive Skilled Care Solutions LLC, (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

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

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

Number of individuals affected by the Incident: _____

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Attachments: Schedule 1, Schedule 2 and Schedule 3

Schedule 1

Services

- Implementation and management of rehabilitation software Net Health Optima; or if preferred by Facility, review set-up of current application for optimal workflows
- Work with Rehabilitation Director and finance department to review staffing patterns and efficiency practices for optimal fiscal outcomes
- Overall analysis of PDPM preparedness and implementation of changes
- Education of rehabilitation and Nursing/MDS and other IDT Staff on PDPM best practices, including BIMS/PHQ-9 inter
- Collaborate with interdisciplinary team on transitioning to and managing a Medicaid PDPM
- Ongoing comprehensive education and training for rehabilitation staff to include:
 - Skilled therapy services in short- and long-term care programming
 - MDS and its effect on reimbursement
 - All service delivery requirements associated with PPS
 - Documentation requirements to meet Medicare and state survey standards
 - Development of restorative nursing programs
 - Census management support
- Ongoing support to include clinical program development, rehabilitation regulatory and billing guidance, and operational recommendations to support program goal attainment
- Consistent guidance and collaboration through attendance at inter-disciplinary meetings (PDPM Huddle, Utilization Review, Discharge Planning)
- Assess caseload management systems and work with rehab director for ongoing monitoring of PPS systems
- Review, and if needed further development of operational interfaces with Nursing and MDS to include training modules and systems that promote results in line with organizational goals
- Ongoing documentation audits to assure compliance
- Regulatory updates (CMS, OIG, FIs, Practice Acts, ICD-10/PT Codes) and practice management enhancements as needed
- Patient and program outcome data to improve quality of care and service as it relates to Quality Measures,

Quality Reporting Program, Five-Star, Value Based Purchasing, and Nursing Home Quality Initiative

- Performance analysis to include site visits and end of month operational reports with formal review
- Work with facility to determine needs of any Value-Added Services such as PT/OT/SLP staffing for coverage or ongoing needs, respiratory therapy and FEES (Fiber Optic Endoscopic Evaluation of Swallowing).

Schedule 2

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)

Minimum Licensing: Licensed and registered COTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)

Minimum Licensing: Licensed and registered OT

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)

Minimum Licensing: Licensed and registered PT

Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)

Minimum Licensing: Licensed and registered PTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)

Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director

Minimum Licensing: Licensed and registered PT, OT or SLP

Minimum Training: No additional training required

Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Respiratory Therapist

Minimum Licensing: Licensed and registered Respiratory Therapist

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the state Education Department requires

Schedule 3

Fees

Van Rensselaer Manor Nursing Home		
<i>Monthly Management Fee: \$7,500.00</i>		
<i>Hourly Staffing</i>		
Discipline	Minimum Hourly Rate	Maximum Hourly Rate
Rehab Director	\$70.00	\$70.00
PT	\$66.00	\$66.00
PTA	\$46.00	\$46.00
OT	\$66.00	\$66.00
OTA	\$46.00	\$46.00
ST	\$72.00	\$72.00
Respiratory Therapist	\$72.00	\$72.00

Fees

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/4

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR

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

WHEREAS, Resolution G/452/24 authorized an agreement with Cross Country Staffing, Inc. for clinical nurse staffing to provide personal care to residents of Van Rensselaer Manor for the period of November 12, 2024 through December 31, 2025 in the amount of \$500,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Cross Country Staffing, Inc. by increasing the not to exceed amount from \$500,000.00 to \$800,000.00; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CURRENT AMOUNT</u>	<u>AMENDED AMOUNT</u>
Clinical Nurse Staffing November 12, 2024 - December 31, 2025	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	\$500,000.00	\$800,000.00

; now, therefore, be it

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

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature

Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFF

REQUESTED BY: VAN RENSSELAER MANOR

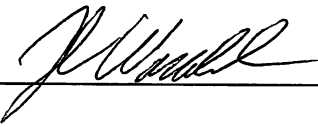
SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$300,000
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - b) For State Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:

Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): Existing 2025 Budget
- 3) Is this expense program mandated? YES: ☒ NO ☐
- 4) Length of expense or project (one time only, ongoing, etc.): 11/12/2024 - 12/31/2025
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2025 Adopted Budget.

Signature (Department Head): 

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date November 12, 2024

Resolution No. G/452/24

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CROSS-COUNTRY STAFFING, INC
FOR CLINICAL NURSE STAFFING AND AMENDING THE 2024 RENSSELAER COUNTY
ADOPTED BUDGET - VAN RENSSELAER MANOR**

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

WHEREAS, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents of the nursing home; and

WHEREAS, In order to safely comply with this requirement, a staffing agency is utilized to provide clinical nursing staffing services; and

WHEREAS, Cross Country Staffing, Inc., 6551 Park of Commerce Blvd., Boca Raton, FL 33487, is a clinical nursing staffing agency who are able to provide said services; and

WHEREAS, Van Rensselaer Manor seeks Legislative approval to enter into an agreement with Cross Country Staffing, Inc. for clinical nurse staffing services for a term beginning November 12, 2024 thru December 31, 2025 in an amount not to exceed \$500,000.00; 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, and the name and address of the contracting party are as follows:

<u>DESCRIPTION/ DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
Clinical Nurse Staffing Services 11/12/24 - 12/31/25	Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487	EH.06020.35	\$500,000.00

; 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 2024 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

HOSPITAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
EH.06020.35 Agency	\$1,950,000.00	\$500,000.00	\$2,450,000.00
EH.06020.05 Certified Nurse Aide	\$5,195,265.00	(\$500,000.00)	\$4,695,265.00

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

November 12, 2024

Clerk of the Legislature

Sent to County Executive

11/13/24

Received from County Executive

11/14/24

Janica L. Chan
Clerk of the Legislature



Executive Action

Approved ☒

Date

11/13/24

Disapproved ☐

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the November 12, 2024 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 14th day of November, 2024 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 14th day of November, 2024.

Seal



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

**AMENDMENT TO
STAFFING AGREEMENT
BETWEEN RENSSELAER CLIENT AND
CROSS COUNTRY HEALTHCARE SERVICES**

This Amendment takes effect as of **November 12, 2024** and is made between Rensselaer County on behalf of the Van Rensselaer Manor with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and **Cross Country Healthcare Services** located at 6551 Park of Commerce Blvd., Boca Raton, Florida 33487 hereinafter referred to as the "AGENCY."

WHEREAS, Client and AGENCY entered into a Staffing Agreement ("Agreement") effective November 12, 2024 hereinafter referred to as the "Agreement"; and

WHEREAS, Client and AGENCY wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, Client and AGENCY agree as follows:

1. **EXHIBIT A** shall be revised as follows:

Delete: "a sum not to exceed \$500,000.00 for the Term of this Agreement" and

Replace with: "a sum not to exceed \$800,000.00 for the Term of this Agreement"

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

STAFFING AGREEMENT

This Staffing Agreement (this "Agreement") is entered into on **November 15, 2024** (the "Effective Date") by Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, a Delaware corporation (on behalf of itself and its affiliates, including without limitation Travel Staff LLC dba Cross Country Allied, Assignment America LLC dba Cross Country Workforce Solutions Group, Cross Country Nurses and Medical Staffing Network, and OWS LLC dba Hire Up Leadership) (collectively, "Agency"), and Rensselaer County, New York on behalf of **Van Rensselaer Manor** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

1. STAFFING AND INTERVIEW SERVICES. Agency will refer to Client fully licensed under the laws of the State of New York and duly qualified medical staff for patient care purposes ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B. Agency will supply both contract Personnel (includes travel, block booked, and other multi-shift contracts) and daily Personnel (shift to shift placement). Personnel provided herein shall perform any and all duties called for within the full scope of practice for which Personnel is licensed or certified. For purposes of clarity "Personnel" as defined under this Agreement shall only apply to Agency employees and shall not apply to any independent contractors. To facilitate Client's needs, Agency shall interview candidates and make offers to Personnel in accordance with the criteria as outlined herein. Agency will use commercially reasonable efforts to provide Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment.

2. INDEPENDENT RELATIONSHIP. Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.

3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE. Agency shall comply with all New York State, local and federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency and its affiliates are equal employment opportunity employer and shall recruit, refer and assign Personnel without regard to race, color, national origin, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, veteran or military status, or any other classification protected by applicable federal, state or local law, regulations or ordinances. Client will comply with all federal, state, and local labor and employment laws, regulations and ordinances applicable to Personnel, including but not limited to Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Fair Credit Reporting Act; the National Labor Relations Act; and the Occupational Health and Safety Act. ("Applicable Laws"). If any complaints, formal or otherwise, are made to Client by or about any Personnel, Client shall promptly notify Agency, investigate the matter and cooperate with Agency in said investigation, and take prompt corrective action if warranted. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL. Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client before any other agency does, and if Client agrees to utilize such Personnel, Client agrees to staff and/or hire Personnel only through Agency.

5. TIME AND ATTENDANCE. A Client representative and the assigned Personnel shall each provide the hours worked by Personnel by utilizing electronic timekeeping software or method. Client shall provide Agency with the electronic timesheets, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency and formally approved by Client on, no later than, fifteen (15) days following the dates worked. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. In the event Client does not utilize such electronic timekeeping methods, a Client representative shall

promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon. Client agrees not to instruct or permit Personnel to work off the clock.

6. BILLING AND PAYMENT. Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within thirty (30) days after invoice date. Agency will accept payment in the following forms: check, credit card and electronic funds transfer (ACH-Wire). Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. Client will submit, in writing, any and all objections to the invoices to Agency within ten (10) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

7. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. As a unit of government, Client is exempt from such taxes and shall provide proof of exemption to Agency.

8. Intentionally Deleted

9. CLIENT RESPONSIBILITIES. Client shall provide Personnel with a safe work site that complies with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, and provide appropriate information, training, and safety equipment, including personal protective equipment, with respect to any hazardous substances or conditions to which they may be exposed at the work site. Upon reasonable written notice setting a date and time and upon confirmation from the Client, Client agrees to allow Agency representatives physical access to all areas of Client's premises where Personnel are working, and access to relevant Form 300 OSHA Reports, to conduct safety inspections and accident investigations. Client agrees not to change any Personnel's job duties or assignment without express written authority from Agency. If there is unapproved work duties or if there are changes in assignments or duties by Client without Staffing Firm's approval, Client agrees to be responsible for all workers' compensation costs and expenses arising from any claim by said Associate that occurs as the result of unapproved duties or changes in duties or job assignment as detailed in this paragraph. - Client will reimburse Agency for any OSHA fines incurred/citations received for violations Client was aware of but did not take corrective action.

10. TERM/TERMINATION OF AGREEMENT. The term of this Agreement is one year. Either Party may terminate this Agreement for any reason or no reason by giving the other Party not less than thirty (30) days written notice; provided, further, that this Agreement will continue to be in full force and effect after such termination for any Personnel then on assignment with Client or scheduled to commence an assignment with Client.

11. CONFIDENTIALITY. The Parties agree that this relationship meets the requirements established in 45 C.F.R. 164.500 for a business associate agreement (HIPAA), see Exhibit C. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any personal information of any Personnel or other Agency employee, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all such information is considered confidential. The terms of this section shall survive the termination of this Agreement for any reason.

12. INSURANCE. Agency shall ensure each Personnel providing clinical services under this Agreement shall have professional liability coverage of \$1,000,000 (each wrongful act) and \$3,000,000 (aggregate). Agency shall maintain worker's compensation insurance at levels established by applicable state law. Agency shall also maintain general liability insurance during the term of this Agreement with limits of \$1,000,000 (per occurrence) and \$3,000,000 (aggregate). Agency shall provide proof of all such insurance coverage at the time of the execution of this Agreement. The Certificate holder section must read as follows: Rensselaer County and Van Rensselaer Manor, c/o Rensselaer County Attorney 99 Troy Road East Greenbush, New York 12061.

13. LIABILITY AND INDEMNIFICATION. Agency agrees to indemnify and hold harmless Client, its agents, officers and employees, from and against any and all claims, causes of action and liabilities (including reasonable attorneys' fees incurred by the Client in connection with a defense of any such claims or causes of action) which may arise as a consequence of any negligent act or omission on the part of the Agency, its agents or employees or Personnel, which occurs during the performance of the services to be provided hereunder. . Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees or for any claim of alleged breach of contract.

Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees. Further to the above, Agency shall not have an obligation to indemnify Client in the event such claim is caused by Client's failure to comply with federal, state or local laws applicable to Client or its employees while Personnel are on assignment with Client.

14. RISK MANAGEMENT. Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 within fifteen (15) days of any incident regarding any patient care concern, incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Client may contact a regulatory agency such as The Joint Commission or DNV GL regarding any patient safety concerns. The Joint Commission Office of Quality Monitoring can be contacted directly at (800) 994-6610 or by email complaint@jointcommission.org. DNV GL may be contacted directly at (866) 496-9647 or by visiting www.dnvglhealthcare.com. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency.

Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel.

In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem.

Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

15. NOTICES; BILLING ADDRESS. Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency, and CJ Kempf, County Attorney, 99 Troy Road East Greenbush New York 12061 if notice is sent to Client. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

If to Agency:		If to Client:	
Cross Country Staffing, Inc. dba Cross Country Healthcare Services 6551 Park of Commerce Blvd. Boca Raton, FL 33487		Van Rensselaer Manor	
		85 Bloomingrove Drive	
		Troy, NY 12180	
ATTENTION:	Contract Administration	ATTENTION:	Administration/ Human Resources
PHONE	800.873.9182	PHONE	(518) 283-2000

16. CONFLICT OF INTEREST. Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

17. ACCESS TO RECORDS. In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

18. GOVERNING LAW/VENUE. This Agreement shall be interpreted pursuant and subject to the laws of the State of New York. The Parties agree that any action between the Parties must be brought in a state court of competent jurisdiction in the State of New York, Rensselaer County, or the United States District Court, Northern District of New York, where the Parties consent to jurisdiction.

19. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein. This Agreement shall remain accessible to all Parties involved in its implementation. Other than as provided for herein, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 5-6, 8 – 12, 14 and 17-21 shall survive the termination of this Agreement for any reason.**

20. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY. Each exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. CONSEQUENTIAL; SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS OR LOST BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS, (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

22. VMS TECHNOLOGY. AGENCY may utilize its vendor management services technology application ("VMS Technology") at its sole discretion in connection with the services under this Agreement, under which, the following terms shall apply.

- a. Client's use of the VMS Technology is purely a right to access the VMS Technology via the internet and pursuant to the terms of an End User License Agreement in connection with the use of the VMS Technology. The right of use granted to Client is solely for Client's internal business operations for orders placed with Agency under this Agreement. Agency grants no license or other rights in the VMS Technology to Client. Client shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the VMS Technology to other parties or permit the use of the VMS Technology by any third parties, except as may be authorized under the End User License Agreement.

- b. Agency or Client, as applicable, will administer Client orders for assignments utilizing the VMS Technology. Client gives Agency and VMS vendor a non-exclusive and non-transferable license to access the content, records or other data that Client has entered or sent to Agency for the purposes of fulfilling the services as described under this Agreement.
- c. Client is responsible for all content it submits to Agency via the VMS Technology. This includes but is not limited to account information, profile, messages, and postings (including, but not limited to, information posted to assignments, bids, and Client documents).

23. Intentionally deleted.

24. DIRECT SUPERVISION OF CARE. To the extent required by law, Client shall retain all professional management responsibility for the patient and the services rendered pursuant to this Agreement. Client shall have the exclusive responsibility to plan and coordinate patient care and manage its daily operations including daily supervision of Personnel.

25. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to pandemic, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

26. ADDITIONAL SERVICES. Agency, through its affiliates, offers additional services including but not limited to Locum Tenens and Advanced Practice Provider Services, Recruitment Process Outsourcing (RPO), Contingent Search and Permanent Search Services. Any such additional services and terms associated with such services shall be included as an amendment to this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

**Cross Country Staffing, Inc. dba Cross Country
Healthcare Services**

Client: **Rensselaer County on behalf of Van Rensselaer
Manor**

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

**Exhibit A
RATES AND TERMS**

A. RATES. The following rates shall be effective for all working Personnel, new starts, extensions and renewals as of the Effective Date of the Agreement.

DAILY PERSONNEL HOURLY RATES			
DISCIPLINE	WEEKDAY RATE	WEEKEND RATE	CRISIS/SURGE RATE
RN	\$68.00	\$68.00	N/A
LPN	\$58.00	\$58.00	N/A
C.N.A.	\$38.00	\$38.00	N/A

In consideration of the above services, the Client agrees to pay the Agency a sum not to exceed \$500,000.00 for the Term of this Agreement

B. ORIENTATION. Client shall orient Personnel to the relevant unit, setting and facility-specific policies and procedures. All Client onsite orientation/assessment/in-service training time will be billable to Client at the applicable Personnel hourly rate listed herein. Such fees will be billed and paid by Client in accordance with the first invoice delivered to Client.

C. MINIMUM GUARANTEE FOR CONTRACT PERSONNEL. For contract Personnel confirmed for eight (8), ten (10) or any combination of eight (8), ten (10) and twelve (12) hour shifts, Client will provide a minimum of eighty (80) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. For contract Personnel confirmed for twelve (12) hour shifts, Client will provide a minimum of seventy-two (72) scheduled hours bi-weekly or as otherwise agreed to in writing by the Parties. These guaranteed hours do not include any "on-call" time worked by contract Personnel. Client reserves the right to float or reassign contract Personnel to other areas of practice within their clinical competence to fulfill the guaranteed hours.

D. ASSIGNMENT DURATION FOR CONTRACT PERSONNEL. If the contract Personnel hourly rates listed herein are for contract assignments, then such rates are for contract assignments of thirteen (13) weeks or more and include housing costs for contract Personnel placed with Client. the rates listed herein may be adjusted and agreed to between the parties.

E. OVERTIME. Client will be billed for all overtime hours in accordance with the current federal, state and local laws, rules and regulations where such services are being provided. Calculations of overtime will be calculated as required by law. In the event overtime is not required by law, Client will be billed for all hours constituting overtime and calculations of such overtime will be one and one-half (1.5) times the applicable Personnel hourly rate listed herein. For purposes of calculating overtime, the workweek shall commence on Sunday and end the following Saturday.

F. WEEKEND RATES. Weekend rates include the Friday 3 p.m. shift through the Sunday 11 p.m.-7 a.m. shift.

G. SHIFT DIFFERENTIAL. There will be an additional three dollars (\$3) per hour billed to and paid by Client for all evening shift positions and an additional five dollars (\$5) per hour billed to and paid by Client for all night and rotating shift positions.

H. HOLIDAYS. Agency's holidays, including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and any other Client designated holidays ("Holiday") will be billed at one and one-half (1.5) times the applicable Personnel hourly rate listed herein (the "Holiday Rate"). The Holiday Rate is in effect for all nine (9), ten (10) and twelve (12) hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all eight (8) hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.

I. CHARGE NURSE. There will be an additional six dollars (\$6) per hour billed to and paid by Client for Charge Nurses.

J. INCENTIVISED RATES. Agency may designate certain specialties with an incentivized rate at the time of order at an additional amount above the applicable Personnel hourly rate listed herein. Such incentivized rates shall be used for the duration or extension of such assignment. Agency shall propose such rates including the details of the bill rate change, prior to enacting incentive or high incentive rates and Client shall confirm its approval in writing.

K. ON CALL. There will be an additional eight dollars (\$8) per hour billed to and paid by Client for each Personnel placed on “uncontrolled” on-call status. Client will be invoiced at the applicable Personnel hourly rate listed herein for each Personnel on “controlled” on-call status (required to remain at the facility, etc.).

L. CALL BACK. Client will pay one and one-half (1.5) times the applicable Personnel hourly rate listed herein for all call-back hours worked by a Personnel. The minimum hours invoiced when a Personnel is called into work while on on-call status will be two (2) hours, or in accordance with applicable law, whichever is greater.

M. CANCELLATION OF DAILY PERSONNEL. Client may change or cancel its request for daily Personnel provided Agency is notified at least two (2) hours prior to the start of a shift. If less than two (2) hours’ notice is provided, Agency will charge Client four (4) hours at the designated shift and daily Personnel hourly rate. If Personnel cannot be contacted by Agency prior to reporting to Client for work, Client shall either pay Agency for four (4) hours per the rate structure for Personnel in effect at the time of the cancellation or utilize Personnel for four (4) hours. Notwithstanding anything herein to the contrary, in Illinois, Client shall pay Agency an amount equal to four (4) hours of pay for any Personnel confirmed to work a shift but called off; provided, however, that if such Personnel is redirected to another location during the same shift, Client shall pay two (2) hours pay for such call-off plus the time worked.

N. CANCELLATION OF CONTRACT PERSONNEL. In the event a contract assignment is cancelled, Client shall pay out all fees, including the guaranteed hours of such Personnel, associated with such assignment.

O. TERMINATION OF ASSIGNMENT FOR “CAUSE”. Client may immediately terminate any Personnel assignment for “cause” upon providing immediate written notice to Agency describing the details surrounding such termination. As used herein, “cause” means any violation of Client’s written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by Personnel which may have an adverse impact on Client. Client will be billed for all hours worked by any such Personnel up to and including the date of termination.

P. PERSONAL PROTECTIVE EQUIPMENT. All Personal Protective Equipment (PPE) shall be provided by Client to Personnel.

Q. ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES FOR CONTRACT PERSONNEL. Agency’s hourly billing rates and Client’s payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by contract Personnel (“travel expenses”). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any of its Personnel providing services to Client hereunder. Client or Agency may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

Agency shall provide Client with information detailing all such per diem allowances paid for as travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Personnel providing services to Client who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Agency and are available upon request if needed to further substantiate Client’s tax deductions for travel expenses. Agency is providing Client with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by Personnel hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at Client’s request to allow Client to compare the total cost of Agency’s services to its competitors’ and it shall in no way reflect treatment of how Agency is paying wages to its Personnel.

R. BREAKS AND REST PERIODS. Client agrees to provide all Personnel with all meal periods, lactation breaks and rest breaks as required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency if Client fails to comply with this requirement.

EXHIBIT B
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any material issues that would render such Personnel unacceptable to Client or otherwise negatively impact patient health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request a healthcare professional to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

REQUIREMENTS FOR CLINICAL PERSONNEL	REQUIREMENTS FOR NON-CLINICAL PERSONNEL
Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months	Agency attestation of negative results of pre-employment 10 panel instant drug screen within last 18 months
Completed skills checklist	Completed skills checklist
Evidence of COVID Vaccine or Declination	Evidence of COVID Vaccine or Declination
Evidence of Hepatitis B negative or declination and proof of an annual tuberculosis test or chest X-ray	Evidence of Hepatitis B negative or declination
Completed application/work history, including written or verbal verification of two references	Completed application/work history, including written or verbal verification of two references
Agency attestation of a clear criminal background check within the last 18 months (and disclosure statement) – may start with clear complete nationwide scan and pending counties with professional signed attestation	Agency attestation of a clear criminal background check within the last 18 months (and disclosure statement) – may start with clear complete nationwide scan and pending counties with professional signed attestation
Clear OIG and GSA checks and national sex offender	Clear OIG and GSA checks and national sex offender
Job Description	Job Description
	Completed application/work history
Last 12 months experience	
Current nursing license verification in state where located or compact licensure where applicable	
Current CPR card or required ACLS, PALS, NRP, etc.	
Written verification of unrestricted credentials (if applicable).	
Compliance with all laws, rules and regulations of New York State Education Department and New York State Department of Health for all specific medical personnel supplied by Agency	



EXHIBIT C

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 Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, and its related affiliates (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 Cross Country Staffing, Inc. dba Cross Country Healthcare Services and dba CRU48, and its related affiliates.
 - 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, MCMRA, 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 Paragraph , Termination for Default 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.

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 Paragraph , "Indemnification", 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 the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

10. **MISCELLANEOUS**

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

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

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

Rensselaer County Attorney's Office
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180
(518) 270-2950
(518) 270-2954 (fax)

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

Address: 6551 Park of Commerce Blvd.
Boca Raton, FL 33487

Attention: Susan Ball, General Counsel

Phone: 1-800-873-9182

10.4 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.

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

10.6 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.

CROSS COUNTRY STAFFING, INC.

RENSSELAER COUNTY, NEW YORK

By: _____

By: _____

Name: _____

Name: Steven F. McLaughlin

Title: _____

Title: County Executive

Date: _____

Date: _____

**EXHIBIT A TO BUSINESS ASSOCIATE AGREEMENT
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
- Cross Country Staffing, Inc., (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

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

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

Number of individuals affected by the Incident: _____

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name:	
Title:	
Address:	
e-Mail:	
Phone Number:	

Record of Signing

For Cross Country Staffing, Inc. dba Cross C...
Name Bessie Petroutsas
Title Corporate Counsel



Signed on 2024-11-20 21:21:48 GMT

Secured by Concord™
DocumentID: 02ylz4SJ4ouCPpjDirb7Py
SigningID: 02ylz4SlymCHUdhmny2Qa2
Signing date: 11/20/2024
IP Address: 134.238.204.103
Email: tfazio@crosscountry.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney



Signed on 2024-11-25 20:18:12 GMT

Secured by Concord™
DocumentID: 02ylz4SJ4ouCPpjDirb7Py
SigningID: 02yLoCmZADfh628mbBTp8r
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title



Signed on 2024-11-25 20:50:19 GMT

Secured by Concord™
DocumentID: 02ylz4SJ4ouCPpjDirb7Py
SigningID: 02yLoze81WAgO7y5Ncmpus
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive



Signed on 2024-11-25 20:53:43 GMT

Secured by Concord™
DocumentID: 02ylz4SJ4ouCPpjDirb7Py
SigningID: 02yLp4q9VdK1hBTpmrmLmZ
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/5

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK
FOR CLINICAL NURSE STAFF AND AMENDING THE 2025 RENSSELAER COUNTY
ADOPTED BUDGET - VAN RENSSELAER MANOR**

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

WHEREAS, Resolution G/2/25 authorized an agreement with Health Advocates Network for clinical staffing to aid residents of Van Rensselaer Manor for the period of January 1, 2025 through December 31, 2025 in the amount of \$700,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Health Advocates Network by increasing the not to exceed amount from \$700,000.00 to \$1,100,000.00; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CURRENT AMOUNT</u>	<u>AMENDED AMOUNT</u>
Agency Nurse Staffing 1/1/25 - 12/31/25	Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431	EH.06020.35	\$700,000.00	\$1,100,000.00

; now, therefore, be it

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

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

HOSPITAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
EH.06020.35 Agency	\$2,100,000	\$400,000	\$2,500,000
EH.06020.05 Certified Nurse Aide	\$6,650,618	(\$400,000)	\$6,250,618

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF

REQUESTED BY: VAN RENSSELAER MANOR

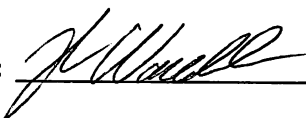
SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$400,000
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - b) For State Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:

Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): Existing 2025 Budget
- 3) Is this expense program mandated? YES: ☒ NO ☐
- 4) Length of expense or project (one time only, ongoing, etc.): 01/01/2025 - 12/31/2025
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2025 Adopted Budget.

Signature (Department Head): 

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date January 14, 2025

Resolution No. G/2/25

RESOLUTION AUTHORIZING AGREEMENTS FOR CLINICAL NURSE STAFFING - VAN RENSSELAER MANOR

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

WHEREAS, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents; and

WHEREAS, In order to safely comply with this, a staffing agency is utilized to aid in clinical nursing staff to provide personal care to residents at Van Rensselaer Manor; and

WHEREAS, Prime Time HealthCare, LLC and Health Advocates Network, LLC are clinical nursing staffing agencies who are able to provide said services; and

WHEREAS, Van Rensselaer Manor is desirous of entering into an agreement for clinical nurse staffing services with Prime Time HealthCare, LLC and Health Advocates Network, Inc for a term of one year beginning January 1, 2025 through December 31, 2025; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT NOT TO EXCEED</u>
Agency Nurse Staffing 01/01/25 - 12/31/25	Prime Time HealthCare LLC 15380 Weir St. Omaha, Nebraska 68137	EH.06020.35	\$400,000.00
Agency Nurse Staffing 01/01/25 - 12/31/25	Health Advocates Network Inc. 1875 NW Corporate Blvd. Ste 120 Boca Raton, FL 33431	EH.06020.35 ..5	\$700,000.00

; now, therefore, be it

Resolution No. G/2/25

Page No. 2 of 2

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: 18

Nays: 0

Abstain: 0

January 14, 2025

Clerk of the Legislature

Sent to County Executive 1/15/25

Received from County Executive 1/15/25

Jessica L. Chavis

Clerk of the Legislature



Executive Action

Approved ☒ Date 1/16/25

Disapproved ☐

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

**AMENDMENT TO
TEMPORARY EMPLOYEE STAFFING AGREEMENT
BETWEEN RENSSELAER CLIENT AND
HEALTH ADVOCATES NETWORK, INC.**

This Amendment takes effect as of **January 1, 2025** and is made between Rensselaer County on behalf of the Van Rensselaer Manor with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and Health Advocates Network, Inc., with an address of 1875 NW Corporate Blvd., Suite 120, Boca Raton, Florida 33431 hereinafter referred to as the "HAN."

WHEREAS, Client and HAN entered into a Temporary Employee Staffing Agreement ("Agreement") effective January 1, 2025 hereinafter referred to as the "Agreement"; and

WHEREAS, Client and HAN wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, Client and HAN agree as follows:

1. **EXHIBIT A** shall be revised as follows:

DELETE: the \$700,000.00 contract ceiling amount listed below:

- A. **BILL RATES.** Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:
LPN
CNA
RN

**In consideration of the above services, CLIENT agrees
to pay HAN a sum Not to exceed Seven Hundred Thousand and 00/100
Dollars (\$700.000.00) for the term of this Agreement**

REPLACE WITH: the contract ceiling amount of \$1,100,000.00 as set forth below:

- A. **BILL RATES.** Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties

agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:
LPN
CNA
RN

In consideration of the above services, CLIENT agrees to pay HAN a
sum
Not to exceed One Million One Hundred Thousand and 00/100 Dollars
(\$1,100,000.00) for the term of this Agreement

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

TEMPORARY EMPLOYEE STAFFING AGREEMENT

This Temporary Employee Staffing Agreement ("Agreement") is made and entered into as of **January 1, 2025** (the "**Effective Date**"), by and between HEALTH ADVOCATES NETWORK, INC., a Florida corporation, located at 1875 NW Corporate Blvd, Suite 120, Boca Raton, FL 33431, its successors and assigns ("**HAN**") and Rensselaer County on behalf of Van Rensselaer Manor Rehabilitation and Nursing, located at 85 Bloomingrove Drive, Troy, NY 12180 (the "**Client**"). HAN and Client are sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, HAN is engaged in the business of providing workers to perform services for clients on a temporary basis; and

WHEREAS, Client desires to engage HAN to provide such services.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

1. **Services.** HAN agrees to use commercially reasonable efforts to recruit, qualify and supply to Client healthcare professionals, including but not limited to, Registered Nurses, Licensed Practical Nurses, and Allied Professionals, as well as other non-clinical supplemental staff ("**Assigned Employees**") on a travel contract, local contract and per diem basis as requested by Client from time to time. HAN shall ensure that Assigned Employees referred to Client meet the qualifications set forth on **Exhibit B** attached hereto. If Client finds any Assigned Employee's qualifications or general work-related behavior lacking, it shall advise HAN within 24 hours of discovering the insufficiency. HAN will make reasonable efforts to replace the Assigned Employee(s) as soon as practicable. It is understood between the Parties that the clinical terms stated under this Agreement shall not be applicable to non-clinical Assigned Employees. HAN will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount or less than required by law, and handle workers' compensation and unemployment claims involving Assigned Employees. HAN shall designate and provide an account manager to Client as needed to process all Assigned Employee job requests and coordinate, manage, and oversee Assigned Employees at Client's facility. HAN shall arrange for substitutes to cover the account manager's absences.

2. **Client Duties and Responsibilities.** Client shall: (a) inform Assigned Employees of the Client's work to be performed, and Client shall be responsible for its business operations and services; (b) be solely responsible for the supervision and control of Assigned Employees in the course of their work while at Client's location; (c) properly safeguard and control its premises, processes, or systems, and shall not permit Assigned Employees to operate Client's vehicles or mechanical equipment, or entrust them with unattended premises, property, or other valuables, without HAN's express prior written approval; and (d) provide Assigned Employees with a safe worksite and provide appropriate information, training, and safety equipment. Client shall not: (x) include Assigned Employees in Client's benefits plans, policies, or practices, or make any offer or promise relating to Assigned Employee compensation or benefits; or (y) change Assigned Employee job duties without HAN's express prior written approval.

3. **Payment for Services.** HAN shall invoice Client for services provided in accordance with this Agreement on a weekly basis at the rates set forth in **Exhibit A**. Payment is due thirty (30) days after receipt of the invoice. Invoices will be accompanied by documentation evidencing time

worked by each Assigned Employee. Client is responsible for approving Assigned Employee timesheets (or such other documentation evidencing each Assigned Employee's time worked) on a weekly basis ("**Time Record**"). Client's signature on the Time Record certifies that the hours shown are correct, that the work was performed to Client's satisfaction, and that HAN is authorized to bill Client for those hours. If any portion of any invoice is disputed, Client shall pay the undisputed portion as the Parties attempt to resolve any disputed amounts. Client agrees to pay late charges on any unpaid balances after 30 days from the date of invoice at the rate of 1.5% per month or the maximum legal rate, whichever is less.

4. Insurance. At all times during the term of this Agreement, HAN shall, at its sole cost and expense, cover its staffing operations for Client with at least the following types and limits of insurance or other coverage, and shall provide Client with proof of such coverage on Client's request: (a) general liability insurance with limits of \$1 million per occurrence and \$3 million aggregate and name Client as an additional insured; (b) commercial automobile liability with limits no less than \$500,000, combined single limit, arising out of the use of any non-owned or hired automobile, and name Client as an additional insured; (c) professional liability insurance covering any damages caused by an error, omission, or a negligent act within the limits of \$1 million per occurrence and \$3 million aggregate, and name Client as an additional insured; (d) cyber liability insurance with a limit no less than one million dollars (\$1,000,000) per occurrence; and (e) Workers' compensation and employer's liability for HAN's legal and statutory obligations for damages to bodily injuries either by accident or disease, occurring to Assigned Employees as a result of employment. HAN will provide certificates of insurance to Client as evidence that all requested coverage has been obtained and is in full force and effect.

5. Indemnification. To the fullest extent permitted by law, each Party (an "**Indemnifying Party**") agrees to indemnify, defend, and hold the other Party and the other Party's respective affiliates, and each of their respective officers, directors, agents, and employees (each an "**Indemnified Party**"), harmless from any claims, damages, interest, penalties, and attorneys' fees and costs ("**Losses**") to the extent caused by: (i) any breach of this Agreement by the Indemnifying Party or its agents; (ii) violations of applicable law by the Indemnifying Party or its agents in connection with the performance of this Agreement; and (iii) negligent or willful acts or omissions of the Indemnifying Party or its agents in connection with the performance of this Agreement; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of this Agreement or unlawful act of an Indemnified Party. Any person or entity claiming a right to indemnity under this Agreement (the "**indemnitee(s)**") shall notify all entities and persons that it believes may owe a duty to indemnify it (the "**indemnitor(s)**") in writing promptly after receiving notice of a claim, lawsuit, demand or action or threatened claim, lawsuit, demand, or action for Losses covered by the indemnity obligations in this section (a "**Claim**") and provide documentation pertaining to the Claim to the indemnitor's upon request. The indemnitees and indemnitors agree to keep each other reasonably informed regarding the status of any Claim and allow each other reasonable opportunities to participate in the defense and settlement of any Claim, including by providing notice and consulting with each other prior to settling any Claim. Any omission or delay in complying with this section by an indemnitee shall relieve an indemnitor of its obligations to the extent it is prejudiced by such omission or delay. Notwithstanding anything to the contrary in this Agreement, this section shall survive any termination or expiration of this Agreement. The Parties agree that this section constitutes the complete agreement between the Parties with respect to indemnification and each Party waives its right to assert any common law indemnification or contribution claim against the other Party.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL HAN BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES AND LOSS OF PROFITS,

WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY OR OTHERWISE, WHETHER OR NOT HAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. Confidentiality. The Parties acknowledge that a Party may receive from the other Party, from time to time, information and/or material which is confidential in nature, including, but not limited to information relating to HAN's candidates, employees, or personnel, information that may be confidential or proprietary as to Client, Client's patients, or Compliance Documentation or Competency Documentation (collectively, the "**Confidential Information**"). As a result, the Parties agree to treat as confidential and not to divulge to any third parties any Confidential Information, except to employees, agents, attorneys, accountants, or representatives of the Parties who reasonably need to know the Confidential Information and only as necessary for the performance of services under this Agreement or as otherwise compelled or required by law. In the event a Party provides any such Confidential Information to its employees, agents, or contractors, such Party shall assure that any and all such employees, agents, and/or contractors are obligated in writing to treat such information and/or material as confidential. The Parties agree to use reasonable security measures to protect the other Party's Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and to notify the other Party immediately upon learning of any such breach or improper disclosure of Confidential Information. Nothing herein shall prohibit either Party from responding to lawful inquiries from government agencies or other lawful process, such as subpoenas.

8. EEO Clause. HAN is an Equal Employment Opportunity Employer. Neither Party shall discriminate against any individual, including any Assigned Employee, with respect to his or her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, genetic characteristic, national origin, age, handicap, medical condition, marital status, veteran status, status as a member of the Uniformed Services, or any other status protected by law. The Parties incorporate by reference required federal and state contracting laws and Executive Orders relative to Equal Employment Opportunity and Affirmative Action, including, but not limited to Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000), as amended by the Equal Opportunity Act of March 24, 1972, Executive Order 11246, as amended; 41 C.F.R. 60-1.4 (Equal Opportunity Clause); 41 C.F.R. 60-250.4 (Disabled Veteran/Vietnam Veterans); and 41 C.F.R. 60-741.4 (Disabled Persons). If applicable, the Parties shall abide by the requirements of 41 CFR 60- 300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the Parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. The Parties also agree to comply with 29 C.F.R. part 470 (Notice of Employee Rights Concerning Payment of Union Dues) and other federal, state, or local notice requirements, to the extent applicable.

9. Access Clause: Compliance with Section 420.302(b). HAN agrees to comply with 42 C.F.R. Section 420.302(b) and will provide access to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives to this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services performed. This includes organizations related to HAN that have a contract with HAN for which the cost or value is \$10,000 or more in a 12-month period. Said access shall be limited to a period of six (6) years after the furnishing of services hereunder.

10. Compliance with Applicable Laws, Policies and Standards. HAN agrees to abide by and comply with all applicable local, state, and federal regulatory agency requirements, including, but not limited, to HIPAA, and implementing regulations, and any other local, state and federal laws governing temporary workers or the confidentiality of patient information, standards of The Joint Commission and Occupational Safety and Health Administration regulations as applicable. To the extent provided in advance, HAN and its Assigned Employees shall comply with Client's applicable and lawful bylaws, rules, regulations, policies, and compliance programs, including, but not limited to those related to: conflicts of interest, code of conduct, dress code, equipment, confidentiality, privacy of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and safety. Client

and HAN affirm and agree that for purposes of all statutory and regulatory requirements for employee meal and rest breaks, and leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and HAN shall cooperate in compliance with any such requirements. As Client controls the facilities in which Assigned Employees work, Client agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Client's worksite, except as may be otherwise agreed in writing signed by the Parties hereto. Given the nature of Clients' business, the Parties agree that this relationship may meet the requirements established in 45 C.F.R. Part 164 for a business associate agreement. HAN agrees to execute and deliver a business associate agreement upon request by Client.

The Parties acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Assigned Employees, HAN and/or Client and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of this Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If a Client has facilities located in multiple states, then the laws of the state in which that Facility resides shall determine whether any State Staffing Law applies to such facility.

11. Notification of Event, Action, Claim or Investigation. In the event of any event, actual or threatened claim, lawsuit, action, complaint, grievance, or investigation arising out of or relating to services provided by HAN or an Assigned Employee hereunder (an "Event"), the Parties shall provide one another with written notice of such Event immediately and, in no event more than five (5) days after such Party knew, or reasonably should have known of such Event. The Parties shall use reasonable efforts to cooperate with any investigation regarding such Event.

12. Independent Nature of Parties. HAN provides services to Client as an independent contractor. As such, Client shall have no responsibilities with respect to compensation of Assigned Employees. Neither Party to this Agreement shall make any commitments, nor incur any charges or expenses for, in the name of the other Party, nor be considered the agent, partner, joint venture, franchisor, franchisee, employer, or employee of the other Party. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between HAN and Client.

13. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter for an initial period of twelve (12) months, unless sooner terminated. This Agreement may be terminated by either Party for any reason or no reason upon 30 days' written notice to the other Party. Notwithstanding the above, either Party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Unless termination is due to default, the Parties agree that any current assignments or scheduled assignments will continue under the terms of this Agreement and the assignment confirmation until the expiration of the assignment confirmation.

14. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles. The Supreme Court Rensselaer County or Federal Court Northern District of New York shall serve as the sole jurisdiction and venue of any litigation.

15. No Exclusions. HAN represents and warrants to Client that it and any Assigned Employees furnished under this Agreement are fully licensed and duly qualified to practice their profession in the State of New York and: (i) are not excluded, suspended or debarred from, or otherwise

ineligible for, participation in any federal or state healthcare program including, without limitation, Medicare or federal or New York Medicaid, and (ii) have not been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state healthcare program including, without limitation, Medicare or federal or New York Medicaid. HAN shall notify Client immediately in writing of (i) any threatened, proposed or actual exclusion, suspension or debarment, and/or (ii) any conviction of a criminal offense related to conduct that would or could trigger an exclusion of HAN or any Assigned Employees furnished under this Agreement, from any federal or state healthcare program. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if HAN or any Assigned Employee furnished under this Agreement is (i) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state healthcare program (collectively "**exclusion**"), or (ii) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or (iii) if at any time after the Effective Date of this Agreement, Client determines that the representations and warranties of HAN, are or were false, or that HAN is otherwise in violation or breach of this section, Client may terminate this Agreement immediately as of the effective date of any exclusion from any federal or state healthcare program, conviction, or any other violation or breach of this section.

16. **Force Majeure.** HAN shall not be responsible for any failure or delay under this Agreement if such failure or delay is due to strikes, fires, natural disasters, pandemics, or any other acts, causes or occurrences beyond the control of HAN.

17. **Notices.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as provided below, or on the date emailed if emailed to the designated email before 5:00 p.m. Eastern Time. Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

To: Van Rensselaer Manor Rehabilitation
and Nursing
Attn: Christopher Maloney, Comptroller
Address : 85 Bloomingrove Dr.
City, State, Zip: Troy, NY 12180
Email: cmaloney@rensco.com

To: Health Advocates Network, Inc.
Attn: Legal Department
Address: 1875 NW Corporate Blvd,
Suite 120 Boca Raton, FL 33431
Email: legal@hanstaff.com

18. **Survival.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive any termination or expiration of this Agreement.

19. **Miscellaneous.**

19.1 Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

19.2 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

19.3 Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void and shall not relieve the assigning Party of any of its obligations hereunder. Notwithstanding the foregoing, HAN may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Client to: one or more of its wholly owned subsidiaries or affiliates; and an entity that acquires all or substantially all of the business or assets of HAN to which this Agreement pertains, whether by merger,

reorganization, acquisition, sale, or otherwise. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.6 This Agreement, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

19.7 This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits, and any other documents incorporated herein by reference shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

19.8 Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

EXHIBIT A

A. BILL RATES. Client agrees to pay hourly base bill rates as indicated below. For Disciplines not specifically identified below, the Hourly Base Bill Rate will be memorialized: (i) in an Assignment Confirmation for any contract assignments; or (ii) by email confirmation, in advance of the shift worked, for a per diem Assigned Employee. In the event there is a critical need, as mutually agreed upon between the Parties, the Parties agree to a 20% enhancement of the Hourly Base Bill Rates stated below.

Disciplines:	Standard Rates:
LPN	\$57.00
CNA	\$38.00
RN	\$85.00

**In consideration of the above services, CLIENT agrees to pay HAN a sum
Not to exceed Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) for the term of this Agreement**

The Parties will confirm via email any instance where an incentivized Rate applies.

B. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES. Rates do not include, if applicable, state, and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by the Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to HAN.

C. ORIENTATION. Assigned Employees receive an orientation to HAN's policies and procedures. It is the responsibility of Client to orient Assigned Employees to: (i) Client's rules, regulations, policies, and procedures, including dress code; (ii) acquaint Assigned Employees with the facility, including physical layout and equipment; and (iii) validate competency and ability of Assigned Employees to properly use equipment.

D. OVERTIME. Client acknowledges and agrees that Assigned Employees are entitled to premium payment for overtime compensation as required under applicable federal, state, or local law. Client will be billed 1.5 times the Hourly Base Bill Rate for all overtime hours in accordance with the current state and federal laws, rules, and regulations where such services are being provided. In the event overtime is not required by law, calculations of overtime will be 1.5 times the rates listed herein. HAN acknowledges and agrees that it is solely responsible for ensuring all hours worked by Assigned Employees are paid at the legally required rate.

E. HOLIDAYS. Client's holidays, including New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be billed at 1.5 times the applicable Hourly Base Bill Rate (the "**Holiday Rate**"). The Holiday Rate is in effect for all 9-, 10- and 12-hour shifts from 7pm on the eve of the holiday to 7 pm on the night of the holiday with the exception of Christmas and New Year's, which will be in effect starting at 3pm on the eve of the holiday. For all other shifts, including 8-hour shifts, the Holiday Rate is in effect from 11 pm on the eve of the holiday to 11 pm on the night of the holiday.

F. INCENTIVIZED RATES. The Parties may designate certain Specialties with an incentivized rate at the time of order above the Base Hourly Bill Rate ("**incentivized Rates**"). incentivized Rates may be used in instances where there is less than adequate time to fill a position or there is a unique demand for a particular specialty requiring incentivized Rates to attract candidates. Such incentivized Rates shall be used for the duration or extension of such assignment. Either Party may propose such rates including the details of the bill rate change,

prior to enacting incentivized Rates and Client shall confirm its approval in writing by email confirmation.

G. ON CALL. Client will be invoiced for and will pay \$8.00 per hour for all Assigned Employees placed on On-Call status.

H. CALL BACK. Client will pay 1.5 times the Hourly Base Bill Rate for all call-back hours worked by Assigned Employees. In the event an Assigned Employee works call-back hours in excess of forty (40) hours for that workweek (whether regular or call-back hours), such Assigned Employee shall be paid in accordance with overtime rates for any hours worked in excess of forty hours per workweek. The minimum hours invoiced when an Assigned Employee is called into work while on "On-Call" status will be two (2) hours, or in accordance with Client's policy, whichever is greater.

I. BREAKS AND REST PERIODS. Client agrees to schedule and supervise all Assigned Employees while on assignment with Client and provide all Assigned Employees with all meal periods and rest breaks required by law. Client shall reimburse HAN for any costs, including penalties incurred by HAN should Client fail to comply with this requirement.

J. WORKWEEK. The workweek is defined as Sunday through Saturday.

K. TERMINATION OF ASSIGNED EMPLOYEE WITH "CAUSE". Assigned Employees may be terminated for "cause" upon notification from Client. As used herein, "cause" means any violation of Client's written policies, insubordination, poor attendance, poor performance, misconduct or any violation of drug abuse policy or any other act or omission by the Assigned Employee which may have an adverse impact on the Client. Client will be billed for all hours worked by any such Assigned Employee up to and including such termination.

L. MINIMUM GUARANTEE.

- a) **Contract Assigned Employees.** Assignments for Contract Assigned Employees are to be set forth in an assignment confirmation, which will designate the shift times, workdays, and minimum guaranteed hours per week. Client reserves the right to cancel, without penalty, two (2) shifts per contract assignment/extension for any assignment confirmation or extension 13-weeks or greater in duration. Any guaranteed hours not met shall be paid by Client at such Assigned Employee's Hourly Base Bill Rate. Guaranteed hours do not include any "On-Call" time worked. Client reserves the right to float or reassign Clinical Contract Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours and within ten (10) miles of their originally assigned facility.
- b) **Per Diem Assigned Employees.** Client will provide Per Diem Assigned Employees a minimum of four (4) hours per shift. Client reserves the right to float or reassign Clinical Per Diem Assigned Employees to other areas of practice within their clinical competence to fulfill the guaranteed hours. If Client has a late request - meaning a request within two (2) hours prior to the start of a shift - Client will be billed for the entire shift, regardless of whether or not the Assigned Employee works the entire shift due to late arrival.

M. CANCELLATIONS.

a) Clinical Contract Assigned Employees.

- i. Without cause, after an assignment's commencement, Client may cancel a Clinical Contract Assigned Employee assignment with fourteen (14) days advance written notice.
- ii. Client may cancel a Clinical Contract Assigned Employee's assignment, without penalty, if the cancellation notice is provided fifteen (15) days or greater prior to the assignment start date. Client may cancel a Clinical Contract Assigned Employee's assignment with a two (2) week cancellation penalty, consisting of the minimum guaranteed hours for two (2) weeks, if the notice of cancellation is provided within fourteen (14) days prior to the assignment start date.

- b) Per Diem Assigned Employees.** Client may cancel its request for Per Diem Assigned Employees provided HAN is notified at least four (4) hours prior to the start of the shift. Should Client cancel a shift with less than four (4) hours' notice, Client shall be charged two (2) hours at the Assigned Employee's Hourly Base Bill Rate. If the Assigned Employee cannot be contacted by HAN due to Client's late cancel, and the Assigned Employee reports to the scheduled shift, Client will either:
- (i) pay HAN for four (4) hours at the Assigned Employee's Hourly Base Bill Rate; or
 - (ii) utilize the Assigned Employee for a minimum of four (4) hours.

EXHIBIT B

Pre-Employment Screening. HAN shall conduct the following pre-employment screening at a minimum for each Assigned Employee, which shall be included in the Bill Rate:

- Social Security Number Verification
- National Criminal Record File
- Felony including Misdemeanor when Statewide not available) 7- year residence history based on given address(es) and those developed from SSNV - One name included
- Drug Screen
- Two (2) professional reference checks
- Interview to assess candidate meets skills and experience required from the job description provided
- Education of the Assigned Employee on the Core Mandatories, to include HIPAA and OSHA compliance training
- With respect to Clinical Assigned Employees, appropriate competency testing, health requirements and license and certification verification

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 Health Advocates Network, Inc. (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

1. GENERAL

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.9 State whether the PHI was actually acquired or viewed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TERM AND TERMINATION

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

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

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

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

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

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

4.3 Effect of Termination:

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

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

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

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

5. CONSIDERATION

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

6. CAUSES OF ACTION IN THE EVENT OF BREACH

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

7. MODIFICATION; AMENDMENT

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

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

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

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

9. COMPLIANCE WITH STATE LAW

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

10. MISCELLANEOUS

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

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

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

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

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

Address: 1875 NW Corporate Blvd., Suite 120, Boca Raton, Florida 33431
Attention: Andrew S. Goldwyn
Phone: 518 278-4310

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

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

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

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

**EXHIBIT A
FORM OF NOTIFICATION**

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

- Rensselaer County, New York, (the “County”) and
- Health Advocates Network, Inc., (Business Associate).

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

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

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

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

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as

necessary) _____

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Record of Signing

For Health Advocates Network, Inc.
Name Diana Reihs
Title Corporate Paralegal



Signed on 2025-01-21 19:22:05 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysH9YCRNgC0MulGj47Bj
Signing date: 1/21/2025
IP Address: 104.10.13.58
Email: diana.reihs@hanstaff.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney



Signed on 2025-01-21 20:12:11 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysINm9qumfffVsHsajjn
Signing date: 1/21/2025
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title



Signed on 2025-01-21 20:54:38 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02ysJQLqMh8xsTZYxHj58H
Signing date: 1/21/2025
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive



Signed on 2025-01-23 14:07:12 GMT

Secured by Concord™
DocumentID: 02ysH9YCpYX563fnuK5aHG
SigningID: 02yti6U8d8YTJoYp9K0r32
Signing date: 1/23/2025
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/6

RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE- DEPARTMENT OF SOCIAL SERVICES

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

WHEREAS, The Rensselaer County Department of Social Services ("Department"), upon the recommendation of Automobile Maintenance, seeks approval for the purchase of one 2025 Chrysler Voyager LX to replace a vehicle used to transport children in the care and custody of the Commissioner and placed in foster care; and

WHEREAS, Replacement of the Department's current 2015 Honda Odyssey is needed due to age and high mileage (approximately 138,500 miles); and

WHEREAS, A full-size minivan is the vehicle of choice, offering three rows of seats, sliding doors, easy access to the third row and room to store car seats when not in use; and

WHEREAS, The Department received quotes through New York State Office of General Services Vehicle Marketplace mini-bid (DSS Van 2025-1) for both pre-existing and built to specification 7-passenger minivans with Howell and Pierson, Inc. dba Main Motor Car providing the most advantageous quote; and

WHEREAS, After review of the bid responses, it was determined to be in the best interest of the Department to purchase a pre-existing vehicle rather than wait up to four-months for a new build; and

WHEREAS, Pursuant to the Rensselaer County Vehicle Usage and Drivers Policy, the County Fleet Manager has reviewed and approved the addition of this vehicle; and

WHEREAS, The Department will utilize funds available within the 2025 Rensselaer County Adopted Budget for this purchase via appropriation code A.6010.02300(Automobile); and

WHEREAS, This purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; and

Resolution No. G/6

Page No. 2 of 2

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
2025 Chrysler Voyager LX	Howell and Pierson, Inc. DBA Main Motor Car Johnstown, NY 12095	A.6010.02300	\$40,405.70

now; therefore, be it

RESOLVED, That the Rensselaer County Director of Bureau of Central Services is authorized to sign a purchase order for the above described purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation:_____

Requested by:_____

Sponsor(s):_____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any:\$_____ current year
\$_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):_____
 - a) For federal funding: amount \$_____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$_____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$_____
Total projected interest costs \$_____
 - d) Tax levy impact for current year \$_____ and ongoing \$_____
 - e) Other (please explain) \$_____
- 3) Is this expense or program mandated? Yes _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.):_____
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:_____

Department Head



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

To: Jennifer Girzone

From: James R. Gordon

Date: September 30, 2025

RE: Fleet Management

After reviewing your request, I approve the purchase of one (1) 2025 Chrysler Voyager LX vehicle to be used within the Department of Social Services with the understanding that this new vehicle will replace a 2015 Honda Odyssey with approximately 138,500 miles.

Please continue to follow the procurement procedure and do not hesitate to contact me with any questions of concerns.



Office of General Services Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: August 12, 2025

Group 40440 – VEHICLES, CLASS 1 – 8 (STATEWIDE)

Award Number: [23166](#)

Contract Period

November 14, 2019 - November 13, 2029

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
PC68941 SB Effective: 11/14/2019	Howell and Pierson, Inc. DBA Main Motor Car 224 West Main St. Johnstown, NY 12095	Federal ID: 14-1288470 NYS Vendor ID: 1100022298	Contact and Product Information
PC68993 Effective: 1/29/2020	Hoselton Chevrolet, Inc. 909 Fairport Rd. East Rochester, NY 14445	Federal ID: 16-0731157 NYS Vendor ID: 1000007470	Contact and Product Information OFFERS LEASING
PC69125 Effective: 3/30/2020	Hudson Motors Partnership 599 Route 440 Jersey City, NJ 07305	Federal ID: 22-3186282 NYS Vendor ID: 1100092785	Contact and Product Information
PC70329 Effective: 3/11/2024	Huttig, Inc DBA Huttig Chrysler Dodge Jeep Ram 4651 State Route 9 Plattsburgh, NY 12901	Federal ID: 87-1181734 NYS Vendor ID: 1100267954	Contact and Product Information
PC69847 SB Effective: 12/29/2022	JJLG Motors, Inc. DBA Croton Auto Park 1 Municipal Pl. Croton on Hudson, NY 10520	Federal ID: 13-4181580 NYS Vendor ID: 1100089143	Contact and Product Information
PC68975 SB Effective: 1/10/2020	Jim Barnard Chevrolet, Inc. 7101 Buffalo Rd. PO Box 612 Churchville, NY 14428	Federal ID: 16-0997054 NYS Vendor ID: 1100216918	Contact and Product Information

Group 40440, Award 23166, Vehicles, Class 1-8

Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

MINI-BID SUMMARY	
Mini-Bid Name	OGS 23166 - DSS Van 2025-1 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance
Mini-Bid Reference Number	DSS Van 2025-1
Mini-Bid Release Date	8/15/2025
Mini-Bid Response Due Date	8/22/2025
Mini-Bid Response Due Time (Eastern Time)	10:00am
Purchased or leased?	Purchased
BUYER CONTACT INFORMATION	
State or Non-State Entity?	Non-State
Authorized User Entity Name	Rensselaer County Auto Maintenance
Town/Village/City & County	Troy, Rensselaer County
Primary Contact Name & Title	Michael Warrington, Supervisor of Auto Maintenance & Fleet Svcs
Primary Contact Email & Phone	mwarrington@rensco.com, 518-266-2941
Secondary Contact Name & Title	Enter Data on Form A
Secondary Contact Email & Phone	Enter Data on Form A
MINI-BID PROCESS	
Anticipated method and timeframe for purchase	One-time purchase for the total number of Vehicles requested
Type of Vehicle(s) requested	Specific Vehicle(s)
Type of Vehicle Order	Vehicle(s) Built to Specifications
If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?	Yes
If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?	Yes
Method of Award for "Vehicle(s) Built to Specifications"	Lowest price to a single contractor
Method of Award for "Pre-Existing Inventory Vehicle(s)"	Lowest price, per Vehicle
VEHICLE INFORMATION	
Number of Vehicles	1
Vehicle Type	Van, Mini-Van (Passenger)
Model Year	2026
Other Model Years considered?	Yes
Make	Chrysler
Model and Trim Level	Voyager
Model Code	LX, LX FLEET
Cab Type	N/A
Drive Type	FWD (Front Wheel Drive)
Fuel Type	Gasoline Only
Final Assembly in the United States Required	No
Aftermarket Components Provider	N/A
ADDITIONAL SPECIFICATIONS	
Additional Vehicle Specifications File Name	OGS 23166 - DSS Van 2025-1 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance - Specs
DELIVERY INFORMATION (If "Multiple" is listed, see the Additional Specifications document for all delivery locations)	
Delivery Date	ASAP
Delivery Location Name	Rensselaer County Auto Maintenance
Number of Vehicles to be delivered to this location	1
Delivery Address	4000 Main Street
Delivery City, State, Zip Code	Troy, New York 12180

SUMMARY



ESTIMATED NET PRICE

\$39,990

FINANCE ESTIMATE

\$600 monthly for
72 months

LEASE ESTIMATE

\$661 monthly for
48 months

Pricing and product availability may vary between website and dealer. Pricing shown is nonbinding and does not constitute an offer. All features and options may not be currently available. Please contact your dealer for updated vehicle pricing and product availability.

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INTERIOR

Interior Colors: Caprice Leatherette Bucket Seats Standard

[MORE INFO](#)

Seat Inserts: Black Seats \$0

[MORE INFO](#)

Entertainment: Uconnect® 5 with 10.1-Inch Touch Screen Display Standard

[MORE INFO](#)

POWERTRAIN

3.6L V6 24V VVT Engine with Stop/Start Standard

[MORE INFO](#)

9-Speed Automatic Transmission Standard

[MORE INFO](#)

Pricing and product availability may vary between website and dealer. Pricing shown is nonbinding and does not constitute an offer. All features and options may not be currently available. Please contact your dealer for updated vehicle pricing and product availability.

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STANDARD FEATURES

2025 VOYAGER LX

CLOSE X

FUEL EFFICIENCY



DIMENSIONS & CAPACITIES



WARRANTY



POWERTRAIN



ENGINE & TRANSMISSION



MECHANICAL FEATURES



PACKAGES & EQUIPMENT GROUPS



EXTERIOR FEATURES



WHEELS

- 17-Inch x 7.0-Inch Aluminum Wheels

TIRES

- 235/65R17 BSW All-Season Tires
- Delete Spare Tire

GLASS

- Sunscreen Glass
- Tempered Sliding Door Glass

EXTERIOR MIRRORS

- Exterior Mirrors with Heating Element
- Exterior Mirrors with Supplemental Signals
- Gloss-Black Exterior Mirrors
- Gloss-Black Power Mirrors

DOORS

- Body-Color Door Handles
- Left Sliding Door with Glass
- Power Liftgate
- Power Sliding Doors

for
this

ding and does not
dealer for updated



STANDARD FEATURES

2025 VOYAGER LX



FUEL EFFICIENCY



DIMENSIONS & CAPACITIES



WARRANTY



POWERTRAIN



ENGINE & TRANSMISSION



MECHANICAL FEATURES



PACKAGES & EQUIPMENT GROUPS



EXTERIOR FEATURES



constitute an offer. All
product availability.

WHEELS

- 17-Inch x 7.0-Inch Aluminum Wheels

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- 235/65R17 BSW All-Season Tires
- Delete Spare Tire

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- Sunscreen Glass
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- Exterior Mirrors with Heating Element
- Exterior Mirrors with Supplemental Signals
- Gloss-Black Exterior Mirrors
- Gloss-Black Power Mirrors

DOORS

- Body-Color Door Handles
- Left Sliding Door with Glass
- Power Liftgate
- Power Sliding Doors

2025 Chrysler Voyager LX, LX FLEET.

Additional vehicle requirements

- **Prefer a black or blue vehicle color.**
- **Will except any vehicle color.**
- **Will require a total of 4 keys and transmitters.**

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	DSS VAN 2025-1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	HOWELL & PIERSON DBA MAIN MOTORCAR
2.2	OGS Contract Number (e.g., PC12345)	PC68941
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1288470
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100022298
3.0	Primary Contact Information	
3.1	Contact Name	GEORGE KLINE
3.2	Contact Email	GKLINE@MAINMOTORCAR.COM
3.3	Contact Phone (1)	518762-3183 EXT. 223
3.4	Contact Phone (2)	
4.0	Secondary Contact Information	
4.1	Contact Name	CLARE ECHEVARRIA
4.2	Contact Email	CLARE@MAINMOTORCAR.COM
4.3	Contact Phone	518-762-3183 EXT.231

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].</i>	
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$0.00
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$0.00
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0	General Questions (Pre-Existing)
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).</i>
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>[click on yellow box and use drop-down menu]</i>
2.0	Additional Information (Pre-Existing)
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
N/A	
3.0	Vehicle Price Worksheet (Pre-Existing)

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2025	CHRYSLER	VOYAGER LX	RUCL53	BLACK	BLACK	LEATHERETTE	FWD	Gasoline	\$41,690.00	4.16	\$39,955.70	\$450.00	\$40,405.70	Yes
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$40,405.70	
Total Pre-Existing Vehicles Offered															1

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	DSS Van 2025-1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part C of this form has been left blank.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	Ferrario Ford dba Ferrario Auto Team of Elmira
2.2	OGS Contract Number (e.g., PC12345)	PC69846
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	20-1157222
2.4	NYS Vendor ID Number (e.g., 1000012345)	100029893
3.0	Primary Contact Information	
3.1	Contact Name	Don Ferrario
3.2	Contact Email	don@ferrario.com
3.3	Contact Phone (1)	607-398-7078
3.4	Contact Phone (2)	607-738-2776
4.0	Secondary Contact Information	
4.1	Contact Name	Landon Mayhew
4.2	Contact Email	lmayhew@ferrario.com
4.3	Contact Phone	607-734-1681

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

GROUP 40440 – Vehicles, Class 1-8

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Voyager LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	Aftermarket components = 2 additional key fobs	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	\$41,990.00
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].</i>	5.10
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$39,848.51
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	\$600.00
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$40,448.51
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	1
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	\$40,448.51

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0	General Questions (Pre-Existing)
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).</i>
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>[click on yellow box and use drop-down menu]</i>
2.0	Additional Information (Pre-Existing)
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
3.0	Vehicle Price Worksheet (Pre-Existing)

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001															
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
													Total Price for Mini-Bid		\$0.00
													Total Pre-Existing Vehicles Offered		0

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	DSS Van 2025-1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	Nielsen of Morristown Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69848
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	882643075
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100280583
3.0	Primary Contact Information	
3.1	Contact Name	Nick Nestico
3.2	Contact Email	nnestico@nielsenautos.com
3.3	Contact Phone (1)	973-319-7013
3.4	Contact Phone (2)	973-319-7000
4.0	Secondary Contact Information	
4.1	Contact Name	Nielsen Fleet
4.2	Contact Email	N/A
4.3	Contact Phone	973-319-7000

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90-150
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

GROUP 40440 – Vehicles, Class 1-8

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Voyager LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	\$41,990.00
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].</i>	4.62
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$40,050.06
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	\$550.00
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$40,600.06
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	1
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	\$40,600.06

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	DSS Van 2025-1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	No, Part C of this form has been left blank.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	Falls Dodge DBA Joe Cecconi's Chrysler Complex
2.2	OGS Contract Number (e.g., PC12345)	PC68974
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	16-0865689
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000014956
3.0	Primary Contact Information	
3.1	Contact Name	Jason Kwilos
3.2	Contact Email	Jkwilos@joecs.com
3.3	Contact Phone (1)	716-343-4978
3.4	Contact Phone (2)	716-297-5800
4.0	Secondary Contact Information	
4.1	Contact Name	Paul Schirca
4.2	Contact Email	gov.fleet@joecs.com
4.3	Contact Phone	716-286-9063

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	75 to 150 Days
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Voyager LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	Falls Dodge
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A- aftermarket cost is for extra keys	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	\$41,990.00
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].</i>	5.92
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$39,504.19
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	\$700.00
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$40,204.19
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	1
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	\$40,204.19

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid	
1.0	General Questions (Pre-Existing)
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).</i>
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G Timeframe for Offers in Mini-Bids)? <i>[click on yellow box and use drop-down menu]</i>
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>[click on yellow box and use drop-down menu]</i>
2.0	Additional Information (Pre-Existing)
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
3.0	Vehicle Price Worksheet (Pre-Existing)

[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001															
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
													Total Price for Mini-Bid		\$0.00
													Total Pre-Existing Vehicles Offered		0

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		
1.0	Mini-Bid Questions	Contractor Response
1.1	Mini-Bid Reference Number (e.g. 12345; see the <i>Mini-Bid Request</i>)	DSS Van 2025-1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part B of this form has been completed.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>[click on yellow box and use drop-down menu]</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	Nielsen of Morristown Inc
2.2	OGS Contract Number (e.g., PC12345)	PC69848
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	882643075
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100280583
3.0	Primary Contact Information	
3.1	Contact Name	Nick Nestico
3.2	Contact Email	nnestico@nielsenautos.com
3.3	Contact Phone (1)	973-319-7013
3.4	Contact Phone (2)	973-319-7000
4.0	Secondary Contact Information	
4.1	Contact Name	Nielsen Fleet
4.2	Contact Email	N/A
4.3	Contact Phone	973-319-7000

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		
1.0	General Questions (Built to Spec)	Contractor Response
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]</i>	Yes
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	90-150
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	TBA
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>[click on yellow box and use drop-down menu]</i>	

GROUP 40440 – Vehicles, Class 1-8

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	2026
2.2	Make (e.g., Ford, Chevrolet, Dodge)	Chrysler
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	Voyager LX
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	RUCL53
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	FWD
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	Gasoline Only
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	N/A
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
	N/A	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	\$41,990.00
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].</i>	4.62
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$40,050.06
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	\$550.00
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$40,600.06
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	1
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	\$40,600.06

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/20

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BACH HARRISON, LLC FOR PREVENTION NEEDS ASSESSMENT SURVEYS – DEPARTMENT OF MENTAL HEALTH

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

WHEREAS, The Department of Mental Health ("Department"), as per funding through NYS Office of Alcohol and Substance Abuse Services (OASAS) is required to undertake a biennial survey through the school districts located within Rensselaer County; and

WHEREAS, To undertake this survey, the Department seeks to enter into a Memorandum of Understanding with Bach Harrison, LLC, a previously utilized sole-source provider of Prevention Needs Assessment (PNA) surveys, for the period of October 1, 2025 through December 31, 2025; and

WHEREAS, The Department is seeking to continue to provide support services utilizing OASAS funding to reduce underage drinking and drug use; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Prevention needs assessment surveys 10/1/2025 – 12/31/2025	Bach Harrison, LLC 116 South 500 East Salt Lake City, UT 84102	A.4323.04900	\$16,125.00

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution Authorizing an Agreement with Bach Harrison, LLC

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 16,125.00 current year
_____ ongoing expenses per year

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

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 \$ 16,125.00 and length of time state funding is available 2025. Is it available for ongoing expenses? Yes X or No _____

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

d) Tax levy impact for current year \$ 0 and ongoing \$ _____

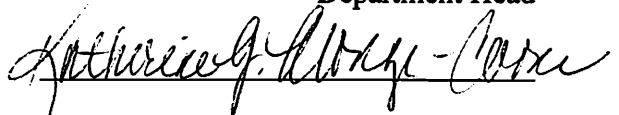
e) Other (please explain) \$ _____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This survey is critically important to Rensselaer County in developing planning and strategies to prevent/reduce underage drinking and substance abuse in our schools and communities throughout Rensselaer County. The bi-annual prevention needs assessment survey is mandated under our funding from NYS Office of Addiction and Support Services (OASAS).

Department Head



Memorandum of Understanding for Surveying Services

Bach Harrison, L.L.C., 116 South 500 East, Salt Lake City, Utah 84102, Phone: 801-359-2064,
Fax: 801-524-9688 agrees to provide the following survey services for: Rensselaer County

SHIP TO:

Kirstein DonVito
kdonvito@rensco.com

BILL TO:

Rensselaer Co Dept. of Mental Health
Attn: Ashley Basolt
1600 7th Ave.
Troy, NY 12180

Cost

Estimated number of surveys:	6,030
Cost per survey:	\$2.50
Written evaluation:	\$1,000.00
Jump drive w/ reports	\$50.00
Estimated total:	\$16,125.00

Any changes after you have approved the final report will be billed at \$150 an hour

Survey Date

Sept. 2025

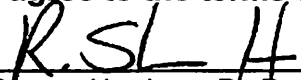
Services

1. **Provide consultation** on conducting the Prevention Needs Assessment Survey.
2. **Email** the following materials to the above email address:
 - Survey links – one link per participating school
 - Teacher online instructions
3. **Develop database, conduct analysis, and prepare profile reports with data extending back through the last three administrations for: Rensselaer, NY**
4. **Email results to Agency:** Reports will be emailed approximately six to eight weeks after the online surveying window has closed.

Payment

Payment is due when final reports have been received.

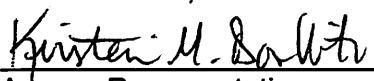
We agree to the terms specified above.



R. Steven Harrison, Ph.D.
President
Bach Harrison, L.L.C.

8-27-2025

Date



Agency Representative

9/16/25

Date

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/21

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

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

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

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

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

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution Authorizing and Agreement with Highmark Western and Northeastern of New York, Inc.

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 14,359.03 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): one-time lump sum payment
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: RCDMH is contracted to provide mental health services to members of Highmark. Highmark has determined they underpaid the department on specified claims with service dates 1/1/25 through 7/5/25 and seeks to reimburse the department the difference, plus interest in some cases, with a lump sum payment of \$14,359.03, that has been approved by NYS regulatory agencies overseeing this mandate.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date May 13, 2025

Resolution No. G/185/25

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

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

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

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

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

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

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

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes: 17

Nays: 0

Abstain: 0

May 13, 2025

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

Clerk of the Legislature
Sent to County Executive

5/14/25

Received from County Executive

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Sept 4, 2025

Via electronic mail: EPendergast@renscony.gov

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

Dear Ms. Pendergast,

This letter of agreement ("Agreement") is between Highmark Western and Northeastern New York Inc.¹ ("Highmark") and Rensselaer County Department of Mental Health.

("Provider") and is related to the network participation agreement that is in effect between Highmark and Provider (as amended, the "Participation Agreement") and the New York State Chapter 57 Part AA of the Laws of 2024 Behavioral Health Pricing Mandate ("Mandate"). Highmark and Provider may be referenced individually as a "Party" and collectively as the "Parties." This Agreement is effective the date on which both Parties have executed this Agreement.

This Agreement shall memorialize the mutual agreement between Highmark and Provider to the terms and conditions set forth herein. For ease of reference, some terms used in this Agreement are defined below:

- "Relevant Claims" means Provider's claims for covered services rendered to Highmark members pursuant to the Participation Agreement on dates of service beginning January 1, 2025, which Highmark paid on or before July 5, 2025, and which are itemized on "Attachment A"
- "Difference" means the sum of (i) the difference between the allowed amount that Highmark's previously determined for Relevant Claim payments and the minimum applicable reimbursement rate pursuant to the Mandate, plus (ii) any applicable statutory prompt pay interest.
- "Total Settlement Amount" means Fourteen Thousand Three Hundred Fifty Nine Dollars and Three cents (\$14, 359.03) which is the total Difference in the aggregate for all Related Claims.

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

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

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

¹ Highmark Western and Northeastern New York Inc. (f/k/a HealthNow New York Inc.) does business under the trade name "Highmark Blue Cross Blue Shield of Western New York" and "Highmark Blue Shield of Northeastern New York" and is an independent licensee of the Blue Cross and Blue Shield Association.

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

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

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

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

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

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

Sincerely,

Highmark Western and Northeastern New York Inc.

By: _____

Printed Name: _____

Title: _____

Email Address: _____

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

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

By: _____

Printed Name: _____

Title: _____

Email Address: _____

ATTACHMENT A**Relevant Claims**

Claim Number	Provider Name	Tax Id	UnderPay	Interest
22256552630	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22256552632	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22256552645	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$4.06
22258241066	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22259971834	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$2.34
22259971835	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22261754044	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$-
22261754046	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$-
22254186727	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22256552634	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22256552635	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22258241068	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22258241069	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$3.20
22259971832	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22259971833	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22261754050	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22261754051	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22360974541	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22460098485	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22460098486	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22461879718	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22461879719	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22461879720	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22461879721	Rensselaer County Dept of Mental Health	146002569	\$79.06	\$-
22254186726	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$11.96
22256552633	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22256552631	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22258241067	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22259971836	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22261754045	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$3.28
22454303889	Rensselaer County Dept of Mental Health	146002569	\$84.91	\$4.58
22456672894	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22456672895	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22456672896	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22458367482	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22458367484	Rensselaer County Dept of Mental Health	146002569	\$51.44	\$-
22458367485	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22458367486	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37

22460098479	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22460098481	Rensselaer County Dept of Mental Health	146002569	\$84.91	\$2.07
22460098482	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22460098480	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22460098483	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22460098484	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22461879723	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22461879717	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22854443753	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$11.96
22856817870	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22858512901	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22860242503	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$5.40
22862031276	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$3.28
22762883282	Rensselaer County Dept of Mental Health	146002569	\$140.28	\$-
22079363131	Rensselaer County Dept of Mental Health	146002569	\$201.43	\$4.90
22081142397	Rensselaer County Dept of Mental Health	146002569	\$157.85	\$2.34
22081142397	Rensselaer County Dept of Mental Health	146002569	\$28.48	\$0.42
22081142395	Rensselaer County Dept of Mental Health	146002569	\$-	\$-
22081142395	Rensselaer County Dept of Mental Health	146002569	\$-	\$-
22156562459	Rensselaer County Dept of Mental Health	146002569	\$43.62	\$-
22856817871	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22856817873	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22159336393	Rensselaer County Dept of Mental Health	146002569	\$45.55	\$-
22161006195	Rensselaer County Dept of Mental Health	146002569	\$45.55	\$-
22861242064	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$2.46
22261754047	Rensselaer County Dept of Mental Health	146002569	\$216.43	\$3.20
22261754048	Rensselaer County Dept of Mental Health	146002569	\$95.55	\$-
22261754049	Rensselaer County Dept of Mental Health	146002569	\$123.63	\$-
22155600902	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$6.11
22156656095	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$4.06
22158350541	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$3.20
22158350542	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22160080877	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22160080878	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$2.34
22161864827	Rensselaer County Dept of Mental Health	146002569	\$96.36	\$-
22754351835	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$11.96
22756723496	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$9.33
22756723495	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22758419581	Rensselaer County Dept of Mental Health	146002569	\$221.82	\$7.37
22154287958	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$6.96
22154287959	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22154287960	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$6.96
22154287961	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$6.96

22154287962	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$6.96
22156656118	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22156656093	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22156656094	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$5.43
22158350535	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350534	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350536	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350537	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350538	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350539	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$4.28
22158350540	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22160080873	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22160080874	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22160080875	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22160080876	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$3.14
22161864823	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22161864829	Rensselaer County Dept of Mental Health	146002569	\$31.49	\$-
22161864824	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22161864825	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22161864826	Rensselaer County Dept of Mental Health	146002569	\$129.03	\$-
22654465761	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$4.98
22654465762	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$4.98
22656844639	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$3.88
22658547951	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$3.06
22660284429	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$2.25
22662082052	Rensselaer County Dept of Mental Health	146002569	\$92.28	\$-
Total			\$13,970.24	\$388.79

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/25

RESOLUTION AUTHORIZING AN AGREEMENT WITH SAMARITAN HOSPITAL AND THE EDDY FOUNDATION (ST. PETER'S HEALTH PARTNERS) FOR A CO-OCCURRING TRAINING PROJECT - DEPARTMENT OF MENTAL HEALTH

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

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

WHEREAS, Resolution G/124/25 authorized the acceptance of an award from the Opioid Settlement Regional Abatement Fund for the 2025 funding period; and

WHEREAS, The Department seeks Legislative approval to enter into an agreement with Samaritan Hospital and The Eddy Foundation (St. Peter's Health Partners) to provide services related to a Co-Occurring Training Project for the period beginning October 1, 2025 to December 31, 2025; and

WHEREAS, The Department will utilize pass through funding from the 2025 Opioid Settlement Regional Abatement Funds for the purpose of said contracted services; and

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

<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CONTRACT PURPOSE</u>	<u>AMOUNT (NOT TO EXCEED)</u>
Samaritan Hospital & The Eddy Foundation 310 South Manning Blvd Albany NY 12208 (10/01/25-12/31/25)	A.4250.04894	Co-Occurring Training Project	\$30,000.00

; now, therefore, be it

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

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 14, 2025

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Resolution Authorizing an Agreement with Samaritan Hospital for Co-Occurring Training

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 30,000.00 current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): OASAS Opioid Settlement 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 \$ 30,000.00 and length of time state funding is available _____. Is it available for ongoing expenses? Yes x or No _____

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

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

e) Other (please explain) \$ _____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Contract for \$30,000 grant of LGU OASAS Opioid Settlement Regional Abatement funding for 2025 under the "treatment" category to Samaritan Hospital & The Eddy Foundation for a co-occurring training project.

Department Head

K. G. George Cobb

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date April 8, 2025

Resolution No. G/124/25

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

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

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

2025 GENERAL FUND REVENUES

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

2025 GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

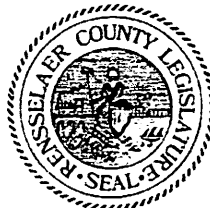
Ayes: 18
Nays: 0
Abstain: 0
April 8, 2025

Clerk of the Legislature

Sent to County Executive 4/9/25

Received from County Executive 4/9/25

Janica L. Chan
Clerk of the Legislature



Executive Action

Approved ☒

Date 4/9/25

Disapproved ☐

Veto Message Attached and Returned to Clerk

F. M. L.
County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the April 8, 2025 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 8th day of April, 2025 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 10th day of April, 2025.

Seal


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

Executive Summary

The Samaritan Hospital and the Eddy Foundation respectfully submit this proposal on behalf of Samaritan Hospital to enhance the competency of clinicians treating working-age adults and adults aged 60 and older who are living with severe mental illness and/or substance use disorders. Approximately 62% of participants served by the Samaritan Hospital Outpatient Clinic are residents of Rensselaer County. Please note that we do not provide services to adolescents or individuals under the age of 18.

This project will have a broad impact by training clinicians in both behavioral health and substance use disorder clinics. Key activities will support smoking cessation and promote coping skills through specialized trauma-informed yoga.

Key Activities & Training Objectives

1. Trauma-Informed Yoga Training for the PROS Program

We plan to integrate trauma-informed yoga as a therapeutic service within our Personalized Recovery-Oriented Services (PROS) program. Two staff members will complete the Yoga Vidya Trauma-Informed Teacher Training and Professional Education Systems Institute (PESI) courses. This training will enhance emotional regulation and resilience among patients, while also supporting staff wellness and expanding program offerings.

2. Hazelden Betty Ford Foundation Training

Hazelden Betty Ford, a national leader in behavioral health care, offers the Foundations for Substance Use Disorder Education—a series of nine asynchronous, one-hour courses designed for professionals in behavioral health and substance use disorder treatment. These interactive courses provide up to 9 Continuing Education (CE) credits per staff member and include videos, readings, quizzes, and knowledge assessments. This is particularly valuable as CE credits are often an out-of-pocket expense.

3. Program Supplies for Patient Engagement

To support the yoga sessions, we will purchase props and supplies for interactive group participation.

Expected Outcomes

- Enhanced treatment for co-occurring disorders, particularly among older adults.
- Improved staff retention through professional development opportunities.
- Expanded patient services, including trauma-informed yoga.

Agency Background

Samaritan Hospital is a licensed Article 28, 277-bed community hospital offering a wide range of inpatient and outpatient services, including emergency care, critical care, ambulatory surgery, cancer treatment, behavioral health services, and cardiac catheterization.

As a leading behavioral health provider in the Capital Region, we specialize in treating individuals with co-occurring disorders. We offer a comprehensive suite of inpatient and outpatient services, including the region's only dedicated geriatric psychiatry and mentally ill/chemically addicted (MICA) programs. Our expertise positions us well to serve individuals with severe mental illness and substance use disorders.

Ongoing Programs:

- Addictions: Five community-based clinics, two inpatient rehab programs (40 and 20 beds), inpatient detox, a men's residence, and a withdrawal management program.
- Mental Health: Inpatient and outpatient care, a psychiatric crisis unit in the ER, and a PROS program.
- Integrated Care: Primary care sites offering collaborative care for depression and anxiety.
- Crime Victims Services: Support, advocacy, prevention education, and counseling.
- Health Home: Care coordination addressing social determinants of health and complex conditions.

Plan for Training

The selected trainings are evidence-based and designed to enhance services for clients with dual diagnoses.

Trauma-Informed Yoga Training for PROS

Historically, this facility operated as a day-treatment program with integrated co-occurring treatment. We are actively transitioning to a MICA PROS model. Equipping staff with trauma-informed yoga training supports this evolution.

Certified and pre-certified yoga instructors will lead trauma-informed yoga groups. This service has been confirmed as billable. The Yoga Vidya training blends therapeutic yoga, developmental psychology, social work, and addiction recovery principles. It prepares instructors to create safe, empowering environments that support self-regulation and resilience.

The training includes:

- Pre-recorded content (~9 hours)
- A comprehensive program guide
- Live Q&A or small group support
- A written comprehension quiz

Cost: \$400 per person

Program Supplies

To accommodate up to 12 participants per session, we will purchase yoga mats, props, and other materials. Staff members are already pursuing certification independently and are committed to integrating yoga and mindfulness into their therapeutic practice. These resources will help establish a sustainable trauma-informed yoga program at PROS and may also be used for staff wellness and burnout prevention.

PESI Training

PESI offers specialized trauma-informed yoga training for clinicians, emphasizing practical applications such as specific poses and breathing techniques. These courses focus on safety, mindfulness, and nervous system regulation—key components in trauma recovery.

Cost: \$399 per person

Hazelden Betty Ford On-Demand Courses

This nine-course series covers topics such as:

- Twelve Step Facilitation and Dialectical Behavior Therapy
- Recovery-Oriented Systems of Care
- Trauma-Responsive Care and Adverse Childhood Experiences
- Evidence-Based Clinical Models
- Family Services and CRT-Informed Approaches
- Motivational Strategies and Stages of Change
- Pharmacotherapy for Opioid and Alcohol Use Disorders
- Neurobiology of Addiction
- Reducing Stigma Through Language

These courses will strengthen clinicians' ability to treat patients with substance use disorders, especially those with dual diagnoses. The flexible, self-paced format and CE credit availability make this an attractive and cost-effective professional development opportunity.

Implementation Plan and Timeline

Staff will begin training as soon as courses are available, regardless of funding. All trainings—Hazelden Betty Ford, PESI, and Yoga Vidya—can be scheduled flexibly to accommodate staff schedules. We aim to implement related group services by the end of 2025.

Plan for Skill Sustainability

We will continue to train new staff, including nurses and St. Peter's Addiction and Recovery Center team members, to ensure long-term sustainability.

Proposed Budget

Item	Description	Unit Cost	Quantity	Total Cost
Yoga Vidya Training	Trauma-Informed Teacher Training for staff	\$400.00	2	\$800.00
PESI Training	Trauma-Informed Yoga Techniques for clinicians	\$399.00	2	\$798.00
Hazelden Betty Ford Courses	Nine on-demand CE courses for 39 staff	\$531.00	39	\$20,709.00
Program Supplies	Yoga props, educational materials	\$5,500.00	Various	\$5,500.00
Administration	10.7% of total request	\$3,210.00	1	\$3,210.00
Total				\$30,000.00

**Rensselaer County
and
Samaritan Hospital & The Eddy Foundation**

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the “County” and Samaritan Hospital & The Eddy Foundation [St. Peter’s Health Partners] with an address of 310 South Manning Boulevard, Albany, New York 12208, hereinafter referred to as the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County substance abuse services authorized by Article 41 of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Vendor is authorized to furnish such services, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Vendor for the furnishing of such community services as listed on attached **Appendix A**, and the said Vendor has agreed to render and furnish such community services to the people of Troy New York to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

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

1. The Vendor agrees to furnish such services as delineated in the Regional Abatement Fund workplan submitted directly to New York State Office of Addiction Services and Supports (NYS OASAS), see All required reports to be made directly to NYS OASAS with a copy to the Local Government Unit.
2. The Vendor agrees to submit to the County fiscal reports as requested and required by State funding agencies.
3. The term of this Agreement shall be from **October 1, 2025** through **December 31, 2025**. Either Party may terminate this Agreement, provided that the party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.
4. The Vendor agrees that it shall have available for audit and inspection by the County and New York State any records relating to this Agreement and shall make available upon request any independent audit obtained by the Vendor regarding the services provided under this Agreement.

5. The Vendor expressly represents and agrees that the Budget for costs of service to be rendered by the Vendor under this contract shall not exceed a total net cost of **\$30,000.00** as provided on attached **Appendix B**.

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

7. 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 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.

8. This agreement is subject to the provisions of Section 103a and 103b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

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

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

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

a. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Vendor submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Vendor, and concurrence of the County Attorney commence and

maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Vendor shall demand, provided that Vendor shall provide, at no cost to County, counsel of Vendor 's choice to pursue such proceedings or such litigation and the Vendor shall pay all expenses of such proceedings or litigation.

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

10. Non-Discrimination

During the performance of this Agreement the Vendor agrees that:

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

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

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

11. The 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.

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

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

12. Environmental Tobacco Certification

By signing this agreement, the Vendor certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

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

Address: 310 South Manning Boulevard, Albany, NY 12208

Attention: Peter Semenza, Vice President, Philanthropy

Phone: 518-482-4433

Agency e-mail Address: peter.semenza@sphp.com

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